Revised Agenda: Item #15

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, September 13, 2022 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 September 13, 2022:**
https://us02web.zoom.us/webinar/register/WN_kGGgJpVARuWHYBhmi9csGA

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: August 23, 2022

AGENDA

1. Recognition by City Council of Julie Rader of 905 SE 5th Street. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner. **(Pages 6-7)**

2. Bentonville Public Library and MSR Design will provide an update on the library's expansion project. **(Page 8)**

3. Planning:

3a. **Ordinance amending the Bentonville Municipal Code Appendix A, Zoning Code and Appendix B, Land Development Code; and for other purposes.**

(Pages 11-19)

The Planning Commission voted 7-0, recommending approval.

3b. **Ordinance accepting a lot split of Lot 19, Block 14 of W.A. Burk's Addition; creating new Lots 25 and 26 of Block 14 of W.A. Burk's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0031) 416 Fillmore Street.**

(Pages 21-23)

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lot 19, Block 14, of W.A. Burk's Addition, creating new Lots 25 (+/-0.102 Acres) and 26 (+/-0.189 Acres). This plat dedicates a 20-foot public utility easement along Fillmore Street.

3c. **Ordinance accepting a lot split of un-platted section land; creating new Lot 1 of Barrett Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0033) 4653 SW Rainbow Farm Road.**

(Pages 24-26)

The Planning Commission voted 7-0, recommending approval.

A lot split of un-platted section land, creating new Lot 1 (+/-1.45 Acres) of Barrett Addition. This plat dedicates right-of-way along SW Rainbow Farm Road to meet the Master Street Plan requirements.

3d. **Ordinance accepting a final plat of Providence Village Subdivision, Phase 3, to the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0004) 7103 Nomad Road.**

(Pages 27-30)

The Planning Commission voted 7-0, recommending approval.

A final plat of the third phase of a single-family residential subdivision to be known as Providence Village Phase 3. The subdivision consists of 71 single-family lots and one out-lot for a future phase 4. All non-bondable items and guarantees of improvements have been completed and the subdivision has passed final inspection.

3e(1). **Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ22-0041) SE 8th Street and SE H Street.**

(Pages 31-41)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential, however, the applicant is requesting a change in the Future Land Use Plan to High Density Residential. These areas typically include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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.

3e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-3, Downtown High Density Residential; And for all other purposes (Project Number: RZ22-0041) SE 8th Street and SE H Street.**

(Pages 33-41)

The Planning Commission voted 7-0, recommending approval.

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

4. Resolution to support the temporary installation of artwork titled "Building Community One Piece at a Time" in Train Station Park. **(Pages 42-44)**

5. Utility Board:

5a. Resolution to award IFB 22-78 for tree trimming services to Upkeep Tree Service on an as needed basis, per the Unit Prices attached. This Contract will be for a one-year term, renewable annually for a maximum term of five years. Approved by Utility Board 4-0. **(Pages 45-84)**

5b. Ordinance to approve a Waiver of Bid to purchase a C4047 Digger Derrick from Terex Utilities, Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 110421-TER, for $403,248.00 ($274,943 + $128,305 Kenworth chassis), and a Budget Adjustment to cover the shortfall. The pricing for the Digger Derrick is in accordance with the co-op contract pricing; however, the chassis is not part of the co-op contract pricing. The Electric Department solicited an additional quote to ensure fair pricing for the chassis; the Terex price is approx. $24k less than the quote the Department received. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item. Approved by Utility Board 4-0. **(Pages 85-121)**

6. Resolution approving a Budget Adjustment in the amount of $38,815.70 to Jackson, Brown, Paulculict (JBP) Architects for the increased cost of the Station 3 expansion and remodel. JBP's contract is on a percentage base (7.25%) of the total cost of construction ($1,285,389.00). This budget adjustment will be taking $38,815.70 from Capital Vehicles to Capital Building. **(Pages 122-125)**

7. Resolution to declare (4) MedEng protection bomb suits (without helmets) and (5) Safariland Protect Body Armor as surplus property. The bomb suits have been expired since 2019 and body armor since 2018. The items were purchased through a FY12 Department of Homeland Security grant sponsored by Faulkner County. The City of Bentonville initially purchased the products, but upon receipt, the City of Bentonville was reimbursed ALL expenses from Faulkner County. ****Since these items can no longer be used for real incidents, the FBI Hazardous Devices School will take them for the purpose of training new bomb technicians attending the school. The FBI Hazardous Device School is located in Huntsville, Alabama and is the only school in the country that trains and certifies all public safety bomb technicians. MedEng Bomb Suit Serial Numbers: F483891, F418761, F483889, and F418746. Safariland Protech Body Armor: 13030893, 13030894, 13030890, 13030888, 13030886. **(Pages 126-128)**

8. Resolution approving a budget adjustment to recognize and accept a donation of $2,500.00 to the Bentonville Police Department from the American Association of Physicians of Indian Origin. These funds will be used to purchase additional medical equipment for officers. **(Pages 129-131)**

9. Resolution approving a budget adjustment to recognize and accept reimbursement funds for training in the amount of $7,502.15. These funds will be transferred from the Police Miscellaneous Income account (#102010-37520) back to the Bentonville Police Department's Travel and Training account (#102010-45810). This training was reimbursed from Benton County, per an approved DHS grant, for (4) bomb technicians to attend the IABTI training in New Orleans, LA from July 17-22, 2022. Attachment - copy of check from Benton County Treasurer. **(Pages 132-135)**

10. Resolution to award Bid IFB-22-69 (Re-Bid), for the site work and development for the Police Training Facility, to the lowest responsible and responsive Bidder, Crowder Construction, Inc. in the amount of $562,630.17 per the unit price Bid Tabulation attached. **(Pages 136-384)**

11. Public hearing and ordinance vacating all Right of Way, Drainage and Utility Easement Vacations requested by JKC Rentals, LLC for Katie Lynn Courts and Eastgate Subdivision (VAC22-0003). **(Pages 385-391)**

12. Public hearing and ordinance vacating Street Right of Way Vacation requested by Bentonville School District for New Alliance Subdivision, Lot 1 (VAC22-0021). **(Pages 392-395)**

13. Public hearing and ordinance vacating a Utility Easement Vacation requested for Lot 4 of Swaffer Subdivision (VAC22-0023). **(Pages 396-399)**

14. Resolution allowing the Mayor and City Clerk to award the bid and to enter into a contract with Crow Group, Inc. for the construction of Drainage Improvements - Tributary 2 of Little Osage Creek (PIIP22-0009, IFB-22-51). The contract amount is $3,392,063.34. **(Pages 400-469)**

15. Resolution allowing the Mayor and City Clerk to award Bid IFB-22-81 and to enter into a contract with N.E.C. Inc. for the construction of Drainage Improvements - SW 7th & C Lateral (PIIP22-0004, Munis Project #21EN0024), in the amount of $810,839.00 per the attached Bid Tabulation. **(Pages 470-489)**

16. Resolution to approve a budget adjustment in the amount of $ 17,775.47 to cover emergency repairs and clean up to the District Court facility due to water damage from sprinkler head malfunction. **(Pages 490-493)**

17. Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2023. **(Pages 494-496)**

18. A resolution naming responsible parties to perform actions on they City's Arvest Wealth Management accounts for the City of Bentonville. **(Pages 497-499)**

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Comprehensive Planning**
Submitted by	**Baylea Birchfield**
Phone	**(479) 254.2022**

Item Type: (*Check Applicable Item Type)*

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

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

Recognition by City Council of Julie Rader of 905 SE 5th Street. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner.

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

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

MEMO

Date: August 23rd, 2022
To: Bentonville City Council
From: Baylea Birchfield, Planner
RE: Residential Landscaping of the Month Award – August 2022

The Tree and Landscape Advisory Committee has awarded Julie Rader of 905 SE 5th Street as the winner for the August Residential Landscaping of the Month Award.



About the Award

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type)*

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

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

Bentonville Public Library and MSR Design will provide an update on the library's expansion project.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

City Council Agenda Items

For the City Council Meeting of September 13, 2022

From the September 6, 2022 Planning Commission Meeting

1. **Ordinance amending the Bentonville Municipal Code Appendix A, Zoning Code and Appendix B, Land Development Code; and for other purposes.**

   The Planning Commission voted 7-0, recommending approval.

2. **Ordinance accepting a lot split of Lot 19, Block 14 of W.A. Burk's Addition; creating new Lots 25 and 26 of Block 14 of W.A. Burk's Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0031) 416 Fillmore Street.**

   The Planning Commission voted 7-0, recommending approval.

   A lot split of existing Lot 19, Block 14, of W.A. Burk's Addition, creating new Lots 25 (+/-0.102 Acres) and 26 (+/-0.189 Acres). This plat dedicates a 20-foot public utility easement along Fillmore Street.

3. **Ordinance accepting a lot split of un-platted section land; creating new Lot 1 of Barrett Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0033) 4653 SW Rainbow Farm Road.**

   The Planning Commission voted 7-0, recommending approval.

   A lot split of un-platted section land, creating new Lot 1 (+/-1.45 Acres) of Barrett Addition. This plat dedicates right-of-way along SW Rainbow Farm Road to meet the Master Street Plan requirements.

4. **Ordinance accepting a final plat of Providence Village Subdivision, Phase 3, to the City of Bentonville, Arkansas; and for other purposes (Project Number: FP22-0004) 7103 Nomad Road.**

   The Planning Commission voted 7-0, recommending approval.

   A final plat of the third phase of a single-family residential subdivision to be known as Providence Village Phase 3. The subdivision consists of 71 single-family lots and one out-lot for a future phase 4. All non-bondable items and guarantees of improvements have been completed and the subdivision has passed final inspection.

5a. **Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ22-0041) SE 8th Street and SE H Street.**

   The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential, however, the applicant is requesting a change in the Future Land Use Plan to High Density Residential. These areas typically include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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.

5b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-3, Downtown High Density Residential; and for other purposes (Project Number: RZ22-0041) SE 8th Street and SE H Street.

The Planning Commission voted 7-0, recommending approval.

The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE APPENDIX A ZONING CODE AND APPENDIX B LAND DEVELOPMENT CODE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville periodically reviews the Zoning Code and Land Development Code to identify needs for clarification or updates to meet current conditions.

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

Section 1: That the Bentonville Municipal Code, *Appendix A Zoning Code* should be and the same is hereby amended with the following *Attachment A: Zoning Code Amendments*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

Section 2: That the Bentonville Municipal Code, *Appendix B Land Development Code* should be and the same is hereby amended with the following *Attachment B: Land Development Code Amendments*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted, and made a part hereof as though it were copied herein fully;

Section 3 - Severability Provision: Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, Orders, or partsthereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Code Update - 2022

PC Date: 9/6/2022
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Zoning and Land Development Codes

http://www.bentonvillear.com/198/Code-Amendments

Background

From time to time, staff reviews the existing development code for clarification, corrections, or updates to meet current conditions. The following outline is a summary of the key issues and the recommended changes. Staff requests approval of the proposed ordinance to Appendix A Zoning Code and Appendix B Land Development Code.

Proposed Amendments

ZONING CODE

1. **Sec. 201.02 Definitions** *Att. A, Pg. 1*
   Add towing to the automobile repair use definition
   Add a definition for "low-impact development."

2. **Sec. 401.04(h) Encroachments in Setbacks** *Att. A, Pg. 1*
   Add more specific regulations on what is allowed as an encroachment into setbacks.

3. **Sec. 401.07(b) (3) Width of corner lots** *Att. A, Pg. 2*
   Requirement should be consistent with lot width requirements in Land Development Code.

4. **Sec. 601.01 Accessory Structures** *Att. A, Pg. 2*
   - Require that height of accessory structure should not exceed that of the primary structure.
   - Require that accessory structures not be located in front of the primary structure.
   - Clarify that the size limit is per accessory structure, not cumulative.
   - Better address attached accessory dwelling units.
   - Clarify different regulations for accessory structures and accessory dwelling units.

5. **Sec. 601.25 Temporary Uses and Structures** *Att. A, Pg. 4*
   Add this statement: "unless otherwise approved by Planning Commission."

6. **Sec. 801.15 Signs allowed with a sign permit.** *Att. A, Pg. 4*
   - Add clarification on design of monument signs.

LAND DEVELOPMENT CODE

1. **Sec. 200.01 Definitions** *Att. B, Pg. 1*
   Add a definition of low-impact development.
2. **Sec. 300.02(a) Enforcement** *Att. B, Pg. 1*
   Remove requirement that platted lot must be in a subdivision.
3. **Sec. 600.01(f) Applicability of Incidental Subdivision Regulations** *Att. B, Pg. 1*
   Should be the same as that for lot standards in Article 1100.
4. **Sec. 600.05(a) Recording of Incidental Subdivisions** *Att. B, Pg. 1*
   Reduce number of copies from 10 to 1.
5. **Sec. 700.04(a)(2) Administrative Approval of Large Scale Developments** *Att. B, Pg. 1*
   Remove specific gender reference for Director.
6. **Sec. 900.03 Certificates for final plats** *Att. B, Pg. 1*
   Correct certification blocks and revised survey standards title.
7. **Sec. 1100.02(a)(3) Access Management Standards** *Att. B, Pg. 2*
   Revise requirements for spacing between curb cuts and intersections to be based on street classifications.
8. **Sec. 1400.09(d) Screening Requirements** *Att. B, Pg. 2*
   Revise illustration to remove deciduous vegetation as an option for Type B screening, which is not allowed.

Recommendation

Staff recommends approval of the proposed amendments.

Sec. 201.02 Definitions

Automobile Repair: Any building, structure or improvements to land used for the repair and maintenance of automobiles, motorcycles, trucks, buses or similar vehicles including, but not limited to, body, fender, muffler, or upholstery work, oil change and lubrication, painting, tire services and sales, and towing services.

Low Impact Development: The term low impact development (LID) refers to systems and practices that use or mimic natural processes that result in the infiltration, use of water by plants, or use of stormwater in order to protect water quality and associated aquatic habitat.

Sec. 401.04(h) Encroachments in Setbacks

Setback encroachments. Driveways, walkways, on-grade patios, plants, pergolas, arbors, and other landscape features may be located within any required setback. The following table lists specific features that may be located within any required setback subject to the encroachments standards. Unless otherwise exempted by the city, none of the specific features listed below shall encroach into any right-of-way or easement.
~~Awnings may extend into a required front setback up to six (6) feet but shall be no closer than two (2) feet, measured in horizontal distance, from the curb of any street or property line.~~

Feature that may encroach into a setback	**Encroachment Standards**
Eave, sill, cornice, or ornamental feature	May project up to 18 inches into any required setback.
Bay windows, chimneys, and similar features projecting from the primary building	May encroach up to 2 feet into any required setback for the property, but no closer than 3 feet to the side or rear property line.
Open porches, balconies, breezeways, and similar features (may be roofed but not enclosed except with screenwire mesh); raised patios, decks, and similar features (with a finished floor of 30 inches or less above the lowest adjacent grade measured at base)	May encroach into a required setback for the property, but no closer than 12 feet to the front property line and no closer than 5 feet to the side or rear property line.
Steps (with a finished floor of 30 inches or less above the lowest adjacent grade measured at base)	May encroach into a required setback for the property up to 2 feet into any required setback for the property, but no closer than 3 feet to the side or rear property line.
Fences, walls	May be constructed up to the property line, subject to the provisions of 1100.06 of the Land Development Code regarding fences and walls.
Awnings	May extend into a required setback up to six (6) feet but shall be no closer than two (2) feet, measured in horizontal distance, from the curb of any street or property line.
In ground pools	May encroach into setbacks, but shall not be located in an easement.

Clearance. Awnings and canopy structures shall maintain a clearance of ~~eight (8)~~seven (7) feet above a public right-of-way, sidewalk or front yard. If located within 10' of a public utility, minimum clearance shall be ~~(fifteen)~~15'.

Sec. 401.07(b)(3) Width of Corner Lots

The minimum width for corner lots shall be 20% larger than interior lots. ~~75 feet at the building line~~. ~~The minimum width for corner lots in a manufactured home subdivision shall be 60 feet at the building line.~~

Sec. 601.01 Accessory Structures

(1) *Applicability.* The regulations in this section apply in all zoning districts to all accessory structures as defined in Article 201 ~~that are detached from the principal building~~.

(2) *Size*. The total square footage of an individual accessory structure~~s~~ may not exceed 50% of the total square footage of the primary structure on the lot. Except, that accessory structures on lots greater than two acres in size are exempt from this size requirement.

(3) *Lot coverage.* The cumulative lot coverage of all buildings and structures on the lot shall not exceed the maximum lot coverage ~~required~~ allowed by the zoning district in which it is located.

(4) *Setbacks*.

(a) *Standards*. The table below establishes the minimum setback standards for accessory structures.

Front setback	As required by zoning district in which it is located and shall not extend beyond the front building line of the primary structure on the lot. In no instance shall the accessory structure be located in front of the primary structure on the lot.~~.~~
Side setback if building footprint is less than or equal to 720 sq. ft.	7'
Side setback if building footprint is greater than 720 sq. ft.	Side setback as required by zoning district in which it is located.
Rear setback if building footprint is less than or equal to 720 sq. ft.	7'
Rear setback if building footprint is greater than 720 sq. ft.	Rear setback as required by zoning district in which it is located.

(b) *Corner lots*. In the case of a corner lot, accessory structure shall not project beyond the building line of the primary structure or existing primary structure on the adjacent lot.

(c) *Accessory garage setback.* An accessory garage that accesses from a rear alley and the garage door faces the alley shall have a minimum setback of 20' between the alley right-of-way and the garage door.

(d) *Distance from primary structure*. Any accessory structure in excess of 200 square feet shall be located a minimum of 12' from the primary structure.

(e) *Exception*. Any accessory non-residential structure less than 200 square feet and not attached to a permanent foundation, shall have a minimum side and rear yard setback of (7') and shall meet the front setback as required by the zoning district.

(5) *Height*. Accessory structures shall not exceed the maximum height as allowed by the zoning district in which it is located and shall not exceed the height of the primary structure on the lot.

(6) *Architectural design*. In residential districts, the façade of accessory structures larger than 200 sq. ft. shall have a similar architecture to that of the ~~main~~ primary structure. In commercial districts, the accessory structure shall meet the design standards for large-scale developments.

(7) *Easements*. No permanent accessory structure over 200 square feet shall be located in an easement. Accessory structures under 200 square feet and not attached to a permanent foundation may be located in an easement as long as it can easily be moved out of the easement if necessary.

601.02 Accessory dwelling units (ADUs) ~~additional requirements~~.

(a) *Applicability.* The regulations in this section shall apply in all zoning districts to all accessory dwelling units, as defined in Article 201.

(b) *Occupancy*.

1. *A1, RE, R1, DN-1 Districts—Owner-occupied*. Either the primary or accessory dwelling unit shall be owner-occupied. "Owner-occupied" shall mean a property owner who makes his or her legal residence at the site as evidenced by voter registration, vehicle registration, or similar means, and at no time receives rent or other payment for use of ~~for~~ the owner-occupied unit.
2. *C2, I1 and I2 districts—Caretaker only*. ADU's in the C2, I1 or I2 districts shall be used solely for a watchman, caretaker or custodian of the facility or use on the same site. The caretaker unit shall not be separately rented, let, or leased to other than the caretaker. The caretaker shall be employed, whether compensation is direct or indirect, principally on the lot for purposes of care and protection of persons, plants, animals, equipment or other facilities on-site.

(c) *ADUs per lot*. Only one ADU shall be allowed per lot, whether attached or detached.

(d) *Architectural design*. The addition of an ADU shall be allowed only if the appearance and character of the lot and neighborhood are maintained. The design of the ADU shall be consistent with the design of the primary structure and shall maintain the style, appearance and character of the main building, and shall use matching materials, colors, window style, and comparable roof appearance.

(e) *Entrances and stairs*. Only one entrance to the ~~detached~~ ADU ~~shall~~ may be visible from the front street. For the purpose of this regulation, the front street shall be defined as the street ~~with the~~on which the primary structure is addressed. Exterior stairways shall not be constructed on the front of the ~~principal dwelling unit~~primary structure.

(f) *Parking*. No additional parking spaces are required. A maximum of one additional off-street parking space may be provided for the ADU and shall be paved.

(g) *Compliance with applicable codes*. The ADU shall comply with all standards for health and life safety codes, building codes, as well as zoning codes as adopted by the City, except as provided in this chapter.

(h) *Sewer and water connections*. The ADU shall be served by the existing primary ~~dwelling's~~ structure's sewer and water connections and water meter. The water meter size shall not be increased for the purpose of serving the ADU.

(i) *Subdivision*. The accessory dwelling unit, or the land on which the ADU is located, shall not be subdivided or otherwise segregated in ownership from the ~~principal dwelling unit~~primary structure or the land on which the ~~principal dwelling unit~~primary structure is located.

(j) *Detached ADUs.* In addition to the regulations of this section, all detached accessory dwelling units are considered accessory structures and shall comply with the regulations set forth in Art. 601.01 Accessory Structures.

Sec. 601.25 Temporary Uses and Structures

(c)(2)a. Zoning districts allowed. Long-term temporary uses and/or structures shall be allowed only in a non-residential zoning district and shall have no facilities located nearer to a residential district than 200 feet, unless otherwise approved by planning commission.

Sec. 801.15 Signs Allowed with a Sign Permit

(c) Freestanding signs.

(1) Monument style. Freestanding signs shall be designed to meet the definition of a monument sign, with the exception of signs adjacent to I-49 as regulated in this Section. No air space shall be visible within or between any portion of the sign display area and sign structure. Edges of sign shall extend in a manner that is along a continuous plane, so the upper portion does not extend beyond the base, unless otherwise approved by the Director or his/her designee.

Sec. 200.01 Definitions

Low Impact Development: The term low impact development (LID) refers to systems and practices that use or mimic natural processes that result in the infiltration, use of water by plants, or use of stormwater in order to protect water quality and associated aquatic habitat.

Sec. 300.02 Enforcement

(a) Building permits. The Building Inspector shall not issue building permits for any structure on any lot ~~in a subdivision~~ for which the plat or plan has not been approved and recorded in the manner prescribed herein. Unplatted A-1 zoned properties shall be exempt from this requirement.

Sec. 600.01 Applicability of Incidental Subdivision Regulations

(f) All lots created by such split or readjustment shall ~~have access on a public street~~ meet the requirements and standards of Sec. 1100.10 Lot Standards.

Sec. 600.05 Recording of Incidental Subdivisions

(a) Owner/developer responsibility. Upon approval of the incidental subdivision, the owner/developer shall submit ~~ten (10) copies~~ one (1) copy, notarized and signed, to the planning department prior to the approval expiration date in accordance with Section 600.06 below.

Sec. 700.04 Review and Approval of Large Scale Developments

(a) *Administrative approval.*

(2) *Staff action.* Within ten (10) days of receipt of the complete development, landscape, and construction plans, ~~by~~ the Director~~, he~~ shall approve, disapprove, or approve with conditions said plans, after all reviewing departments have approved the plans.

Sec. 900.03 Certificates

(a) Final plats.

(1) *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 _____~~

(2) *Certificate of surveying accuracy*.

I, _____, 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~~ Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Sec. 1100.02 Access Management Standards

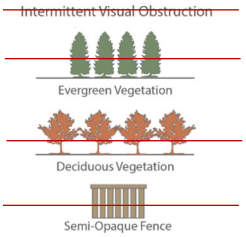
(a) *Curb Cuts.*

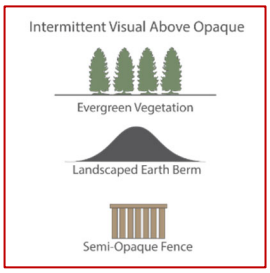
(3) *Distance from intersections.* ~~Curb cuts or access points shall be no closer than one hundred (100) feet measured from the right-of-way of intersecting collector streets to the center line of the drive, and no closer than two hundred fifty (250) feet measured from the right-of-way of an intersection involving a major or minor arterial to the center line of the drive.~~ The chart below establishes the minimum distance between a curb cut and an intersection depending on the street classification that the proposed curb cut is located on and the street classification of the intersecting street. Whenever possible, curb cuts must be located off of the lower intensity street classification. Distance should be measured from the right-of-way of the intersecting street and the center line of the drive. Single-family and two-family homes shall be specifically exempt from this requirement.

	Street that intersects with proposed curb cut street			
Street where curb cut is proposed		Local	Collector	Arterial
	Local	50’	50’	100’
	Collector	100’	100’	250’
	Arterial	250’	250’	250’

Sec. 1400.09 Screening Requirements

(d) *Screen type B*:





Consent Agenda Items

For the Planning Commission meeting on September 6, 2022

Reviewer: Luke Aitken, Planning Technician

- The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

Lot Split: Lots 25 & 26, Block 14, of W.A. Burk's Addition, V3 Construction, LLC, 416 Fillmore Street, DN-2, Downtown Medium Density Residential, LS22-0031

A lot split of existing Lot 19, Block 14, of W.A. Burk's Addition, creating new Lots 25 (+/-0.102 Acres) and 26 (+/-0.189 Acres). This plat dedicates a 20-foot public utility easement along Fillmore Street.

Lot Split: Lot 1 Barrett Addition, Michael and Tammy Barrett, 4653 SW Rainbow Farm Road, R-2, Medium Density Two Family and Townhome Residential, LS22-0033

A lot split of un-platted section land, creating new Lot 1 (+/-1.45 Acres) of Barrett Addition. This plat dedicates right-of-way along SW Rainbow Farm Road to meet the Master Street Plan requirements.

Final Plat: Providence Village Phase 3, Providence 2016, LLC, 7103 Nomad Road, R-1, Low Density Single-Family Residential, *FP22-0004*

A final plat of the third phase of a single-family residential subdivision to be known as Providence Village Phase 3. The subdivision consists of 71 single-family lots and one out-lot for a future phase 4. All non-bondable items and guarantees of improvements have been completed and the subdivision has passed final inspection.

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

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF EXISTING LOT 19, BLOCK 14 OF W.A. BURK'S ADDITION; CREATING NEW LOTS 25 AND 26, BLOCK 14 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0031)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of EXISTING LOT 19, BLOCK 14 OF W.A. BURK'S ADDITION, creating new LOTS 25 AND 26, BLOCK 14 OF W.A. BURK'S ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 6, 2022;

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

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 EXISTING LOT 19, BLOCK 14 OF W.A. BURK'S ADDITION, creating new LOTS 25 AND 26, BLOCK 14 OF W.A. BURK'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 are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



N
W E
S

1 inch = 100 feet

LS22-0031 8/2/22
LOT SPLIT
W A BURKS ADDITION
LOT 19 BLOCK 14 CREATING LOTS 25-26

THE CITY OF BENTONVILLE

"EXHIBIT A"

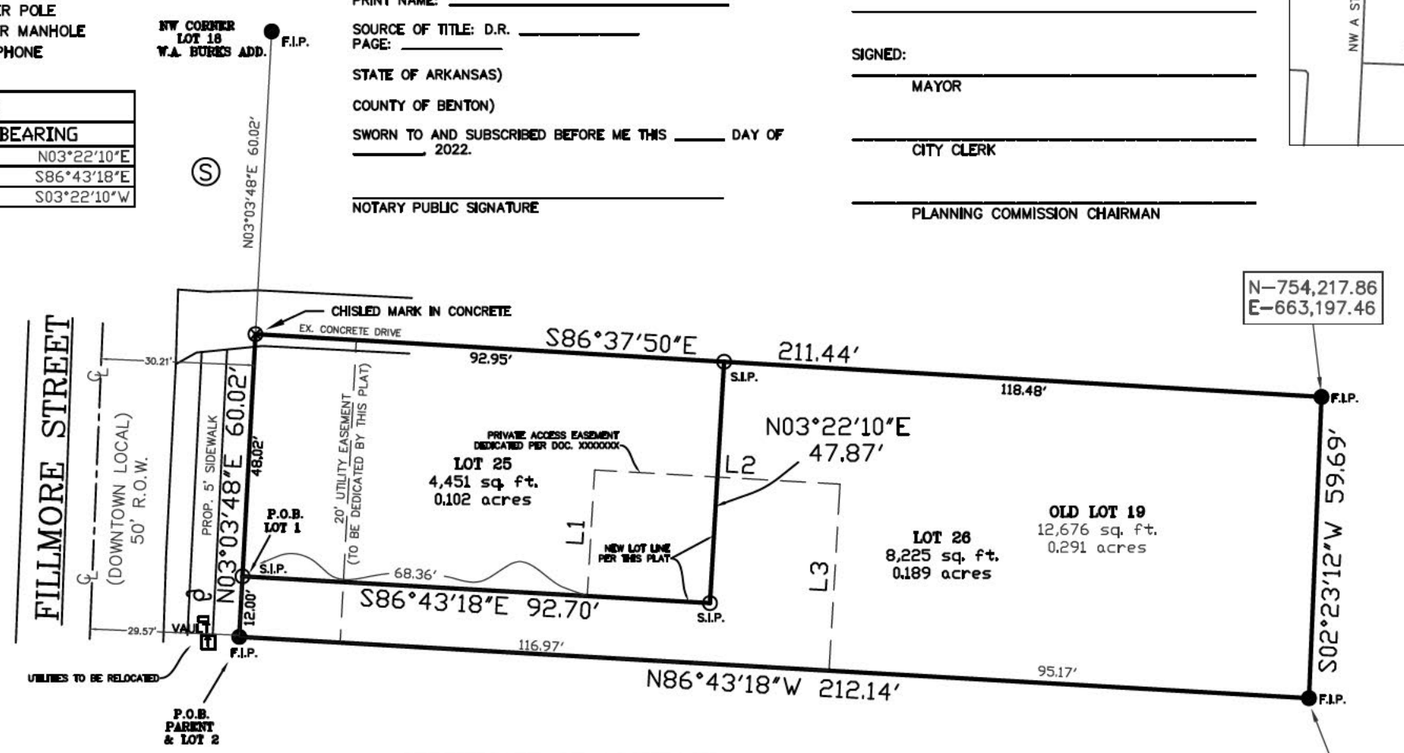
SCALE 1"=30'

30 15 0 30

LEGEND

- S.I.P. SET IRON PIN
- F.I.P. FOUND IRON PIN
- CHISLED "X" IN CONCRETE
- PROPERTY LINE
- CENTERLINE
- ADJ. PROPERTY LINE
- UTILITY EASEMENT
- POWER POLE
- SEWER MANHOLE
- TELEPHONE

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	N03°22'10"E
L2	48.67'	S86°43'18"E
L3	37.00'	S03°22'10"W



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 _____, 2022.

_____
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



PROPERTY DESCRIPTION (PARENT LOT)

LOT 19, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LIEN ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257.

PROPERTY DESCRIPTION (LOT 25, BLOCK 14)

BEING A PORTION OF LOT 19, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LIEN ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257, BEING IN THE NE¼ OF THE NE¼ OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF OLD LOT 19, BLOCK 14, W.A. BURKS ADDITION, THENCE NORTH 03°03'48" EAST 12.00 FEET TO THE POINT OF BEGINNING, THENCE NORTH 03°03'48" EAST 48.02 FEET; THENCE SOUTH 86°37'50" EAST 92.95 FEET; THENCE SOUTH 03°22'10" WEST 47.87 FEET; THENCE NORTH 86°43'18" WEST 92.70 FEET TO THE POINT OF BEGINNING, CONTAINING 0.102 ACRES MORE OR LESS.

PROPERTY DESCRIPTION (LOT 25, BLOCK 14)

BEING A PORTION OF LOT 19, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LIEN ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257, BEING IN THE NE¼ OF THE NE¼ OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNIG AT THE SOUTHWEST CORNER OF OLD LOT 19, BLOCK 14, W.A. BURKS ADDITION, THENCE NORTH 03°03'48" EAST 12.00 FEET; THENCE SOUTH 86°43'18" EAST 92.70 FEET; THENCE NORTH 03°22'10" EAST 47.87 FEET; THENCE SOUTH 86°37'50" EAST 118.48 FEET; THENCE SOUTH 02°23'12" WEST 59.69 FEET; THENCE NORTH 86°43'18" WEST 212.14 FEET TO THE POINT OF BEGINNING, CONTAINING 0.189 ACRES MORE OR LESS.

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

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 L2021 AT PAGE 83127.
2. PROPERTY IS COUNTY TAX PARCEL #01-04621-001.
3. THE CURRENT 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.

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

FLOOD CERTIFICATION

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

PROPERTY DESCRIPTION (ACCESS EASEMENT)

A PART OF THE NE¼ OF THE NE¼ OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 19, BLOCK 14, W.A. BURKS ADDITION, THENCE NORTH 03°03'48" EAST 12.00 FEET; THENCE SOUTH 86°43'18" EAST 68.36 FEET; THENCE NORTH 03°22'10" EAST 25.00 FEET; THENCE SOUTH 86°43'18" EAST 48.67 FEET; THENCE SOUTH 03°22'10" WEST 37.00 FEET; THENCE NORTH 86°43'18" WEST 116.97 FEET TO THE POINT OF BEGINNING, CONTAINING 2,620.65 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

LOT SPLIT CREATING
LOTS 25 & 26, BLOCK 14 OF
W.A. BURKS ADDITION

REVISIONS		
No.:	BY:	DATE:
#1	CITY	7/11/22

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:	DATE:
DP/ZS	6/23/22
CHECKED BY:	JOB No.:
	2022291
SCALE:	SHEET:
1"=30'	1

ATLAS PAGE 361 BENTONVILLE PROJECT #: LS22-0031

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UN-PLATTED SECTION LAND; CREATING NEW LOT 1, BARRETT ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0033)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of UN-PLATTED SECTION LAND, creating new LOT 1, BARRETT ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 6, 2022;

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

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 UN-PLATTED SECTION LAND, creating new LOT 1, BARRETT 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 are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

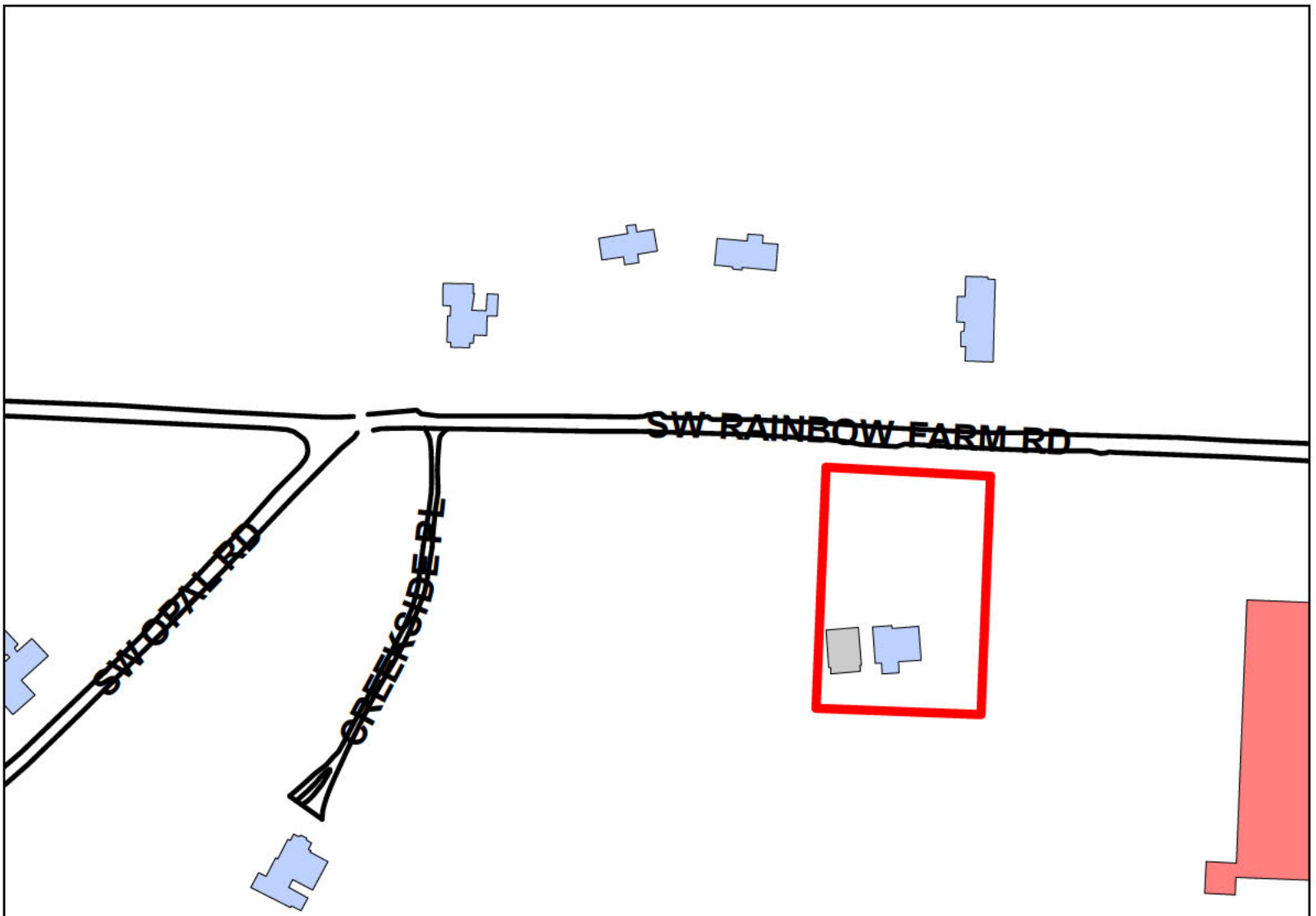
_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk



Legend

Pending Planning Commission Items

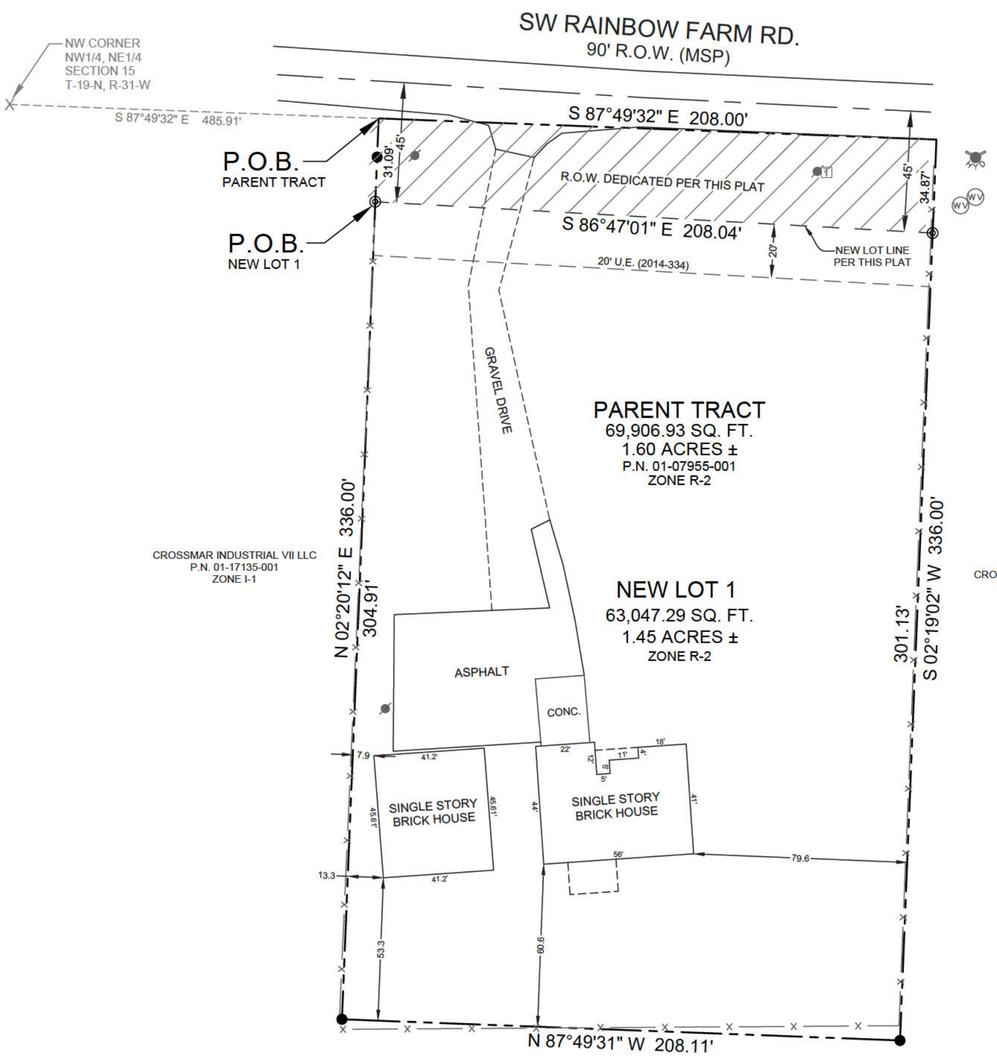
N
W E
S

1 inch = 200 feet

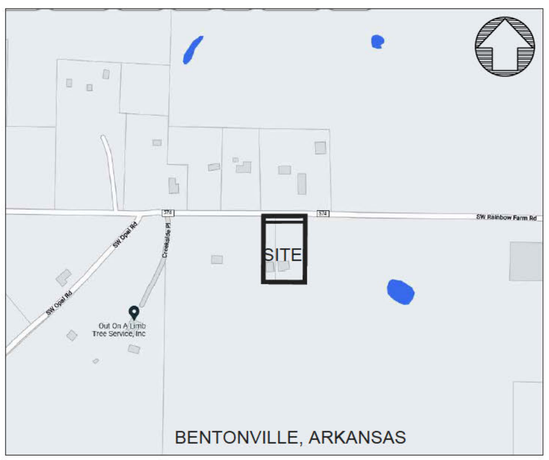
LS22-0033 8/16/22
LOT SPLIT
BARRETT ADDITION
LOT 1

THE CITY OF BENTONVILLE

"EXHIBIT A"



CROSSMAR INDUSTRIAL VII LLC
P.N. 01-17135-001
ZONE I-1



VICINITY MAP
(N.T.S.)

OWNERSHIP INFORMATION
DAVID & TAMMY BARRETT
4653 SW RAINBOW FARM ROAD
BENTONVILLE, AR 72713

LEGEND

- FOUND REBAR
- SET 1/2" REBAR W/CAP (LS #1370)
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE RISER
- UTILITY POLE
- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT
- FENCE

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

3. SURVEY REPRESENTS A BOUNDARY SURVEY OF A PARCEL DESCRIBED IN BENTON COUNTY DEED RECORDS AT PLAT BOOK 2005, PAGE 347.

4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.

6. 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 AT (479) 271-3122.

7. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

11. 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.

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

13. THE LOT DOES NOT HAVE ACCESS TO PUBLIC SEWER.

PARENT TRACT:

PART OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE NW¼ OF THE NE¼ OF SAID SECTION 15; THENCE S 87°49'32" E 485.91 FEET TO THE POINT OF BEGINNING; THENCE S 87°49'32" E A DISTANCE OF 208.00 FEET; THENCE S 02°19'02" W A DISTANCE OF 336.00 FEET; THENCE N 87°49'31" W A DISTANCE OF 208.11 FEET; THENCE N 02°20'12" E A DISTANCE OF 336.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 69,906.93 SQUARE FEET, OR 1.60 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 1 DESCRIPTION:

PART OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF THE NW¼ OF THE NE¼ OF SAID SECTION 15; THENCE S 87°49'32" E 485.91 FEET; THENCE S 02°20'12" W 31.09 FEET TO THE POINT OF BEGINNING; THENCE S 86°47'01" E A DISTANCE OF 208.04 FEET; THENCE S 02°19'02" W A DISTANCE OF 301.13 FEET; THENCE N 87°49'31" W A DISTANCE OF 208.11 FEET; THENCE N 02°20'12" E A DISTANCE OF 304.91 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 63,047.29 SQUARE FEET, OR 1.45 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0235K (EFFECTIVE DATE JUNE 5, 2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

I, ROBERT J. CASTER 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, SIZE, 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. 1370
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

0 40 80

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

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 _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CITY OF BENTONVILLE PROJECT #LS22-0033

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

C A
L S

REGISTERED
STATE OF ARKANSAS
NO.1370
SIGNATURE
ROBERT J. CASTER
PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 40'	DATE: 7-26-22

LOT SPLIT

PART NW1/4 OF NE1/4, 15-19-31
CREATING LOT 1 BARRETT ADDITION

4653 SW RAINBOW FARM ROAD
BENTONVILLE, BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
22-159	ASD	RJC	1 OF 1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF PROVIDENCE VILLAGE SUBDIVISON PHASE 3 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: FP22-0004)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat creating Providence Village Subdivision Phase 3, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on September 6, 2022;

WHEREAS, said final plat is attached hereto as Exhibit "A";

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

WHEREAS, the final plat 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 final plat should be approved.

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

Section 1: That the final plat creating Providence Village Subdivision Phase 3 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 final plat by certifying said acceptance on the approved final plat;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

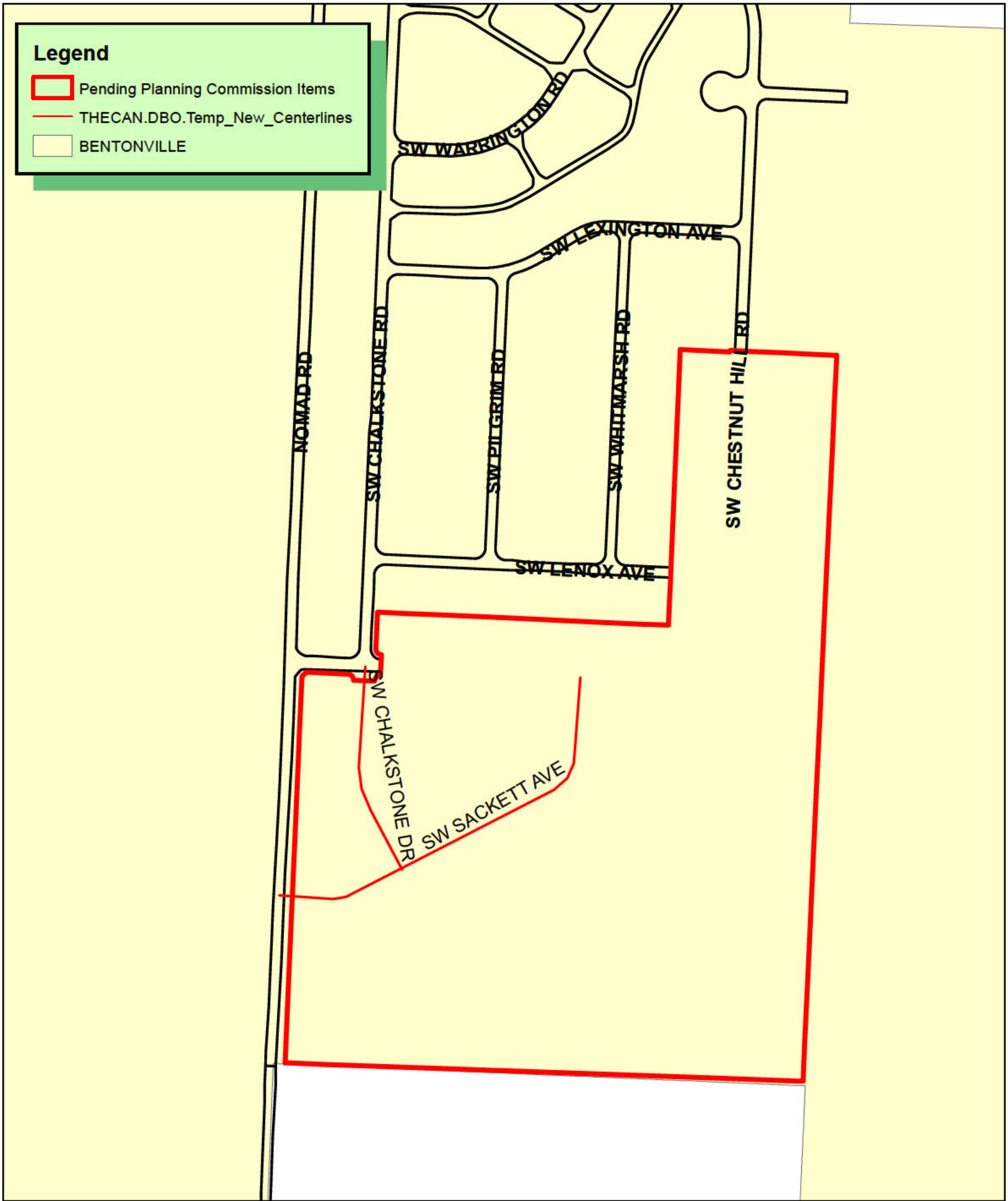
_____

STEPHANIE ORMAN, Mayor

Attest:

_____

KIRBY ROMINES, City Clerk



N
W E
S

1 inch = 300 feet

FP22-0004 8/2/22
FINAL PLAT
PROVIDENCE VILLAGE PHASE 3

"EXHIBIT A"

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	14.40'	N47° 30' 33"E
L2	52.00'	S87° 25' 04"E
L3	52.00'	N2° 34' 56"E
L4	109.18'	S87° 25' 04"E
L5	107.08'	S87° 25' 04"E
L6	120.00'	S2° 34' 56"W
L7	81.66'	S62° 47' 03"W
L8	84.54'	N87° 25' 04"W
L9	85.24'	N87° 25' 04"W
L10	17.05'	N42° 29' 27"W
L11	15.98'	S47° 30' 33"W
L12	105.00'	S2° 34' 56"W
L13	100.00'	N87° 25' 04"W
L14	5.95'	N27° 12' 57"W
L15	152.16'	S62° 47' 03"W
L16	96.40'	N87° 25' 04"W
L17	123.18'	S87° 25' 04"E
L18	3.17'	N2° 35' 13"E
L19	2.10'	N87° 25' 04"W
L20	105.00'	N2° 34' 56"E
L21	121.08'	S87° 25' 04"E
L22	105.00'	S87° 25' 04"E
L23	115.93'	S27° 12' 57"E
L24	38.72'	S27° 05' 23"E
L25	133.74'	S81° 10' 47"W
L26	167.23'	S66° 13' 52"W
L27	142.19'	N87° 25' 04"W
L28	141.00'	N62° 54' 37"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	21.99'	14.00'	90°00'00"	S42° 25' 04"E	19.80'
C2	21.99'	14.00'	90°00'00"	N47° 34' 56"E	19.80'
C3	21.99'	14.00'	90°00'00"	N42° 25' 04"W	19.80'
C4	21.99'	14.00'	90°00'00"	S47° 34' 56"W	19.80'
C5	21.99'	14.00'	90°00'00"	S42° 25' 04"E	19.80'
C6	197.92'	126.00'	90°00'00"	N47° 34' 56"E	178.19'
C7	117.81'	75.00'	90°00'00"	N47° 34' 56"E	106.07'
C8	21.99'	14.00'	90°00'00"	N47° 34' 56"E	19.80'
C9	21.99'	14.00'	90°00'00"	S42° 25' 04"E	19.80'
C10	78.80'	75.00'	60°12'07"	N32° 41' 00"E	75.23'
C11	131.34'	125.00'	60°12'07"	N32° 41' 00"E	125.38'
C12	117.54'	226.00'	29°47'53"	S12° 19' 00"E	116.22'
C13	90.49'	174.00'	29°47'53"	S12° 19' 00"E	89.48'
C14	44.77'	28.50'	90°00'00"	S17° 47' 03"W	40.31'
C15	39.01'	75.00'	29°47'53"	N77° 41' 00"E	38.57'
C16	65.01'	125.00'	29°47'53"	N77° 41' 00"E	64.28'
C17	44.77'	28.50'	90°00'00"	N72° 12' 57"W	40.31'
C18	119.62'	230.00'	29°47'53"	S77° 41' 00"W	118.27'
C19	79.14'	174.00'	26°03'39"	S14° 11' 08"E	78.46'
C20	11.35'	174.00'	3°44'14"	S0° 42' 49"W	11.35'
C21	14.15'	226.00'	3°35'10"	S25° 25' 22"E	14.14'
C22	58.94'	226.00'	14°56'30"	S16° 09' 32"E	58.77'
C23	44.46'	226.00'	11°16'13"	S3° 03' 10"E	44.38'
C24	16.44'	125.00'	7°32'12"	N6° 21' 02"E	16.43'
C25	55.63'	125.00'	25°29'57"	N22° 52' 07"E	55.17'
C26	55.05'	125.00'	25°13'56"	N48° 14' 03"E	54.60'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C27	4.22'	125.00'	1°56'02"	N61° 49' 02"E	4.22'
C28	31.87'	75.00'	24°20'49"	N80° 24' 32"E	31.63'
C29	38.30'	125.00'	17°33'14"	N83° 48' 19"E	38.15'
C30	26.71'	125.00'	12°14'39"	N68° 54' 23"E	26.66'
C31	70.47'	230.00'	17°33'14"	N83° 48' 19"E	70.19'
C32	49.15'	230.00'	12°14'39"	N68° 54' 23"E	49.06'

LEGEND

- FOUND 5/8" IRON PIN
- FOUND ALUMINUM MONUMENT
- FOUND STONE
- FOUND MAG NAIL
- CALCULATED
- SET 5/8" IRON PIN
- PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STREET CENTERLINE

SW CHESTNUT HILL ROAD 52' R/W PR 2017-20
SW LENOX AVE 50' R/W PR L202053232
SW LENOX AVE 50' R/W PER THIS PLAT
SW CHALKSTONE ROAD 52' R/W PR L202053232
SW CHESTNUT HILL RD 52' R/W PER THIS PLAT
SW NOMAD ROAD 35' R/W PR 2017-20
20.27' UTILITY & DRAINAGE EASEMENT PR 2017-20
30.51' STREET CENTERLINE TO PROPERTY LINE
31.87' STREET CENTERLINE TO PROPERTY LINE
COLLECTOR STREET 35' R/W PR 2017-20
25' UTILITY EASEMENT PR 2017-20
30' UTILITY ESMT PR 2017-20
20' SEWER ESMT PR 2017-20
27' UTILITY ESMT PR L202053232

LOT 1 6800 7883 SQ FT
LOT 2 6802 7883 SQ FT
LOT 3 6804 7883 SQ FT
LOT 4 6806 7883 SQ FT
LOT 5 6900 7883 SQ FT
LOT 6 6902 7883 SQ FT
LOT 7 6904 7883 SQ FT
LOT 8 6906 9442 SQ FT
LOT 9 6801 9695 SQ FT
LOT 10 6803 8647 SQ FT
LOT 11 6805 8647 SQ FT
LOT 12 6807 8647 SQ FT
LOT 13 6901 8647 SQ FT
LOT 14 6903 8647 SQ FT
LOT 15 6905 8647 SQ FT
LOT 16 6907 8647 SQ FT
LOT 17 7001 8647 SQ FT
LOT 18 7003 8647 SQ FT
LOT 19 7004 12671 SQ FT
LOT 20 4202 11385 SQ FT
LOT 21 4204 6656 SQ FT
LOT 22 4206 6656 SQ FT
LOT 23 4208 6656 SQ FT
LOT 24 4300 6656 SQ FT
LOT 25 4302 6656 SQ FT
LOT 26 4304 6656 SQ FT
LOT 27 4306 6656 SQ FT
LOT 28 4400 6656 SQ FT
LOT 29 4402 6656 SQ FT
LOT 30 4404 6656 SQ FT
LOT 31 4406 8042 SQ FT
LOT 32 4407 8042 SQ FT
LOT 33 4405 6656 SQ FT
LOT 34 4403 13661 SQ FT
LOT 35 4401 11474 SQ FT
LOT 36 4307 9287 SQ FT
LOT 37 4305 8193 SQ FT
LOT 38 4303 9816 SQ FT
LOT 39 4306 11793 SQ FT
LOT 40 4308 10825 SQ FT
LOT 41 4400 10981 SQ FT
LOT 42 4402 11149 SQ FT
LOT 43 4404 7424 SQ FT
LOT 44 4406 8770 SQ FT
LOT 45 7201 10370 SQ FT
LOT 46 7105 9070 SQ FT
LOT 47 7103 9071 SQ FT
LOT 48 7100 9720 SQ FT
LOT 49 7102 8126 SQ FT
LOT 50 7104 8121 SQ FT
LOT 51 7106 9385 SQ FT
LOT 52 7200 11578 SQ FT
LOT 53 7202 9047 SQ FT
LOT 54 4209 8043 SQ FT
LOT 55 4207 6720 SQ FT
LOT 56 4205 6720 SQ FT
LOT 57 4207 6720 SQ FT
LOT 58 4209 8043 SQ FT
LOT 59 4303 9777 SQ FT
LOT 60 4305 9039 SQ FT
LOT 61 4307 9110 SQ FT
LOT 62 4309 6962 SQ FT
LOT 63 4311 6981 SQ FT

ATLAS PAGE: 564

CITY OF BENTONVILLE
PROJECT NUMBER: FP22-0004

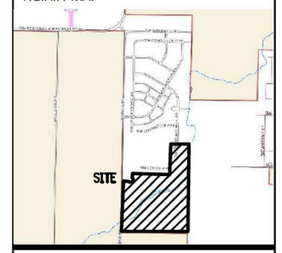
REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

RECORD INFORMATION

GRAPHIC SCALE IN FEET
80' 0 80'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

VICINITY MAP



FINAL PLAT OF PROVIDENCE VILLAGE PHASE III

BENTONVILLE ARKANSAS

PREPARED FOR:
PROVIDENCE 2016 LLC

STATE PLAT CODE:
500-19N-31W-0-22-102-04-1460

DATE: 08/02/2022
PROJECT NO: 17106301
CONTACT: K MONTGOMERY

901 N. 47th St. Suite 200
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 t 479.631 6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

© 2022 Crafton Tull & Associates Inc.

SHEET NO.: 3 OF 4

DRAWING: G:\17106301_PROVISUBINFRASTRUCTURE\SURVEY\DWG\17106301 FINAL PLAT PHASE 3.DWG
LAYOUT: LAYOUT3 LAST SAVED: KMa76, 8/2/2022 1:12:57 PM
LAST PLOTTED BY: KEVIN MONTGOMERY 8/2/2022 1:35:14 PM [PLOTTED BY:* VAUD ON HARD COPY ONLY]

"EXHIBIT A"

RECORD INFORMATION

GRAPHIC SCALE IN FEET
80' 0 80'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

VICINITY MAP

SITE

FINAL PLAT OF PROVIDENCE VILLAGE PHASE III

BENTONVILLE ARKANSAS

PREPARED FOR:
PROVIDENCE 2016 LLC

STATE PLAT CODE:
500-19N-31W-0-22-102-04-1460

DATE: 08/02/2022
PROJECT NO: 17106301
CONTACT: K MONTGOMERY

901 N. 47th St. Suite 200
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 f 479.631 6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

© 2022 Crafton Tull & Associates Inc.

SHEET NO.:
4 OF 4

ATLAS PAGE: 564

CITY OF BENTONVILLE
PROJECT NUMBER: FP22–0004

REGISTERED
STATE OF ARKANSAS
NO. 1460
SIGNATURE
KEVIN L. MONTGOMERY
PROFESSIONAL LAND SURVEYOR

LEGEND

- FOUND 5/8" IRON PIN
- FOUND ALUMINUM MONUMENT
- FOUND STONE
- FOUND MAG NAIL
- CALCULATED
- SET 5/8" IRON PIN
- PROPERTY LINE
- EXISTING RIGHT OF WAY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- STREET CENTERLINE

DRAWING: G:\17106301 PROVIDE\SUB\INFRASTRUCTURE\SURVEY\DWG\17106301 FINAL PLAT PHASE 3.DWG
LAYOUT: LAYOUT4 LAST SAVED: KM476 8/2/2022 1:12:57 PM
LAST PLOTTED BY: KEVIN MONTGOMERY 8/2/2022 1:35:44 PM [PLOTTED BY:* VALID ON HARD COPY ONLY]

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM MEDIUM-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0041)

WHEREAS, CEI Engineering on behalf of Lightbox @ Market, 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

PARCEL # 01-02610-000LOT 13 AND THE SOUTH 25 FEET OF LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY. PARCEL # 01-02611-000LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351, EXCEPT THE SOUTH 25 FEET THEREOF. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 6, 2022 at the Council Chambers of the City of Bentonville;

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 RESOLVED 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 MEDIUM-DENSITY RESIDENTIAL to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this ___ day of _____, 2022.

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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: RZ22-0041)

WHEREAS, CEI Engineering on behalf of Lightbox @ Market, 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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARCEL # 01-02610-000LOT 13 AND THE SOUTH 25 FEET OF LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY. PARCEL # 01-02611-000LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351, EXCEPT THE SOUTH 25 FEET THEREOF. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held September 6, 2022 in the Council Chambers of the City of Bentonville;

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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH 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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

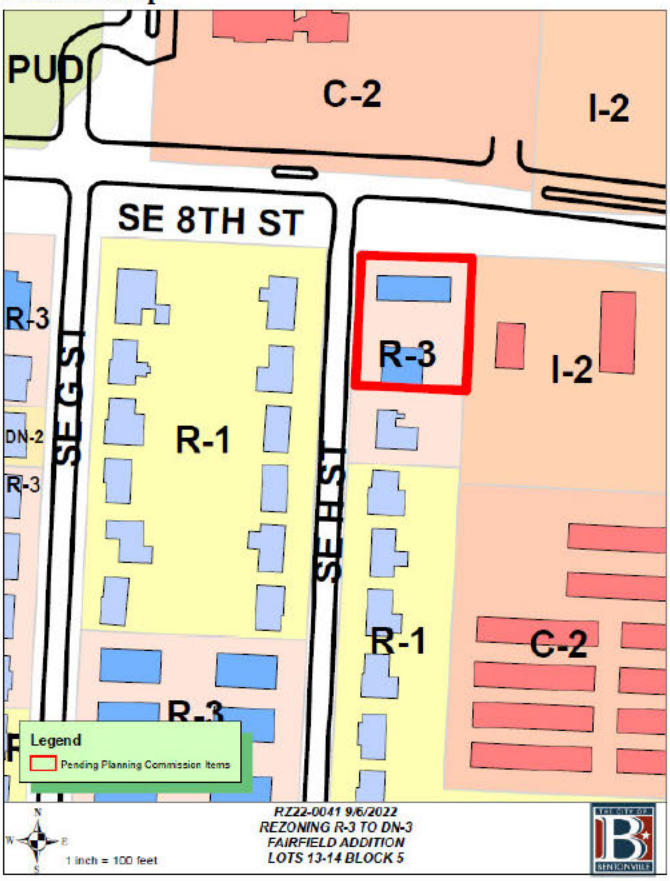
Lightbox @ Market, LLC

Parcel: 01-02610-000 & 01-02611-000
PC Date: 9/6/2022
Reviewer: Christopher Hyatt, Planning Technician

Project Number	RZ22-0041
Applicant / Current Owner	Lightbox @ Market, LLC
Site Area	+/- 0.57 acres
Current Zoning	R-3, Medium-High Density Multifamily Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)
Requested Future Land Use Map Designation	High-Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at the intersection of SE H St and SE 8th Street. Adjacent zoning districts are C-2, General Commercial to the North, R-3, medium-High Density Multifamily Residential to the South, I-2, Heavy Industrial, and R-1, Low Density Single Family Residential to the West.

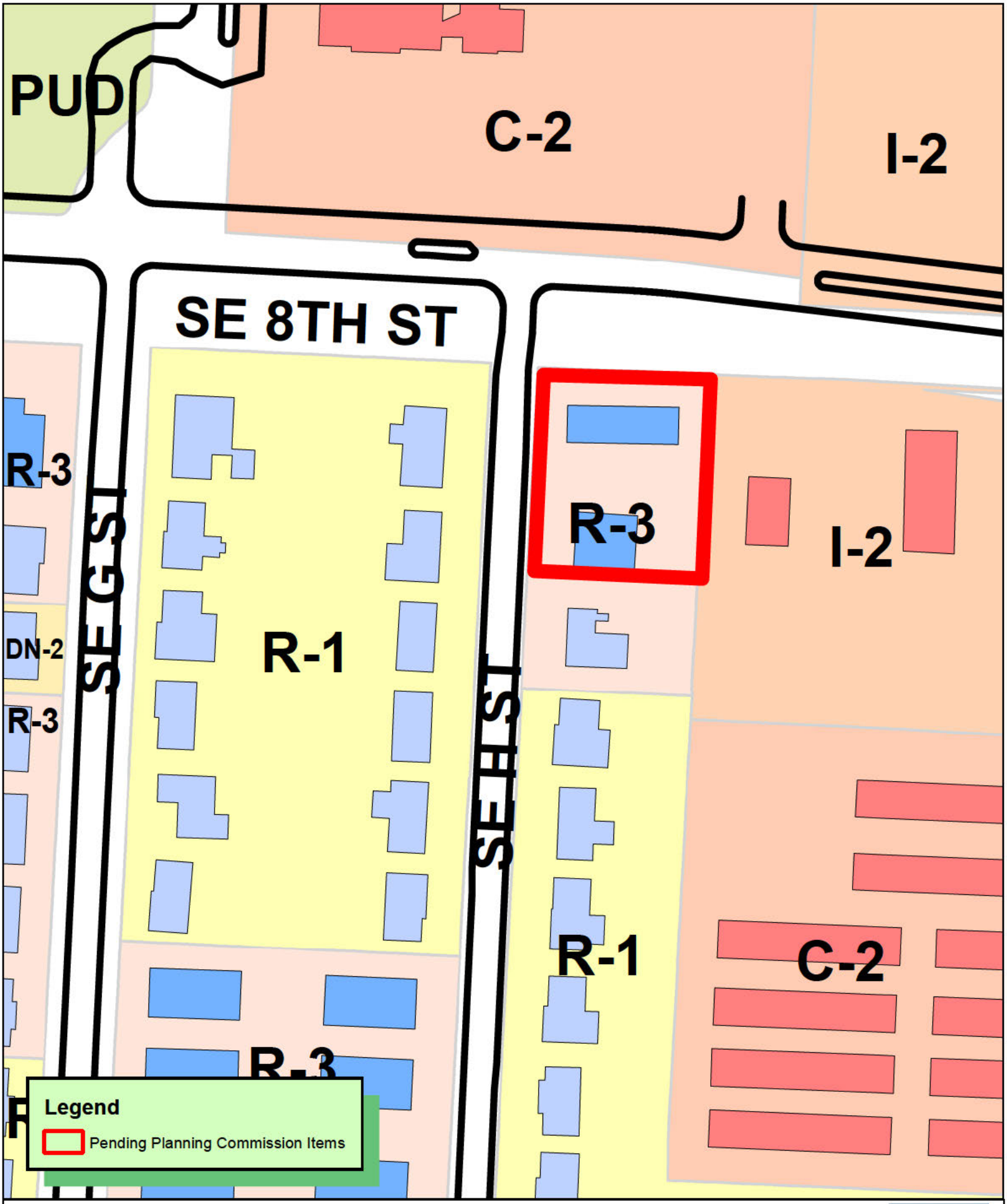
Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium Density Residential, however, the applicant is requesting a change in the Future Land Use Plan to High Density Residential. These areas typically include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

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.

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

Analysis
The intent of the DN-3 district is to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. In some instances, such as at the ends of blocks, multi-family apartment buildings may be an appropriate use in this district.

Conclusion
While this request is not consistent with the Future Land Use Plan or surrounding zoning districts, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity, such as The Momentary and 8th Street Market.



N
W E
S

1 inch = 100 feet

RZ22-0041 9/6/2022
REZONING R-3 TO DN-3
FAIRFIELD ADDITION
LOTS 13-14 BLOCK 5

THE CITY OF BENTONVILLE

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
ceieng.com

July 29, 2022

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: Bentonville Parcels 01-02610-000 & 01-02611-000 Rezoning Application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Lightbox @ Market, LLC owner of real property located in the City of Bentonville, for consideration of a rezoning for Benton County parcels 01-02610-000 & 01-02611-000 from R-3, *Medium-High Density Multifamily Residential* to DN-3, *Downtown High Density Residential*. The parcel 01-02610-000 at 801 SE H Street is approximately 0.32 acres and parcel 01-02611-000 at 802 SE 8th Street is approximately 0.25 acres. The properties are planned for development by the current owner as townhomes for individual sale, and the DN-3 zoning allows a 0' interior side yard setback for units to be sold individually along the line of building walls.

Pending approval of this rezoning request, a proposed development plan will be submitted to address details of construction. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. Zoning of the subject tract as DN-3 use will be compatible with the surrounding neighborhood made up of R-1, R-3, DN-2, C-2, I-2, and PUD as a part of the *Downtown Intensification Strategic Growth Zone*. The townhome units are intended to provide walkable and bikeable density to nearby neighborhood attractions.

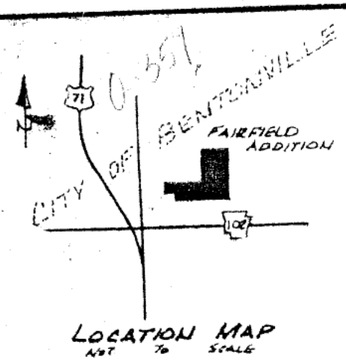
Access to this development will be provided by the existing street network and plans to accommodate rear loaded garages and townhome units which face H Street. A minimal increase of traffic can be expected from the development of the townhomes which are replacing two existing multifamily residential units which currently total to eight units. All necessary utilities for the proposed development are available on or by adjacent easements to the subject tract. The main water utility connection will take place on the eastern side of H Street to an existing 6" water main. Access to sewer will be provided by the existing 6" gravity sewer on the west side of H Street. Signage is not anticipated for the building.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.

[redacted]

[redacted]ger



LOCATION MAP
NOT TO SCALE

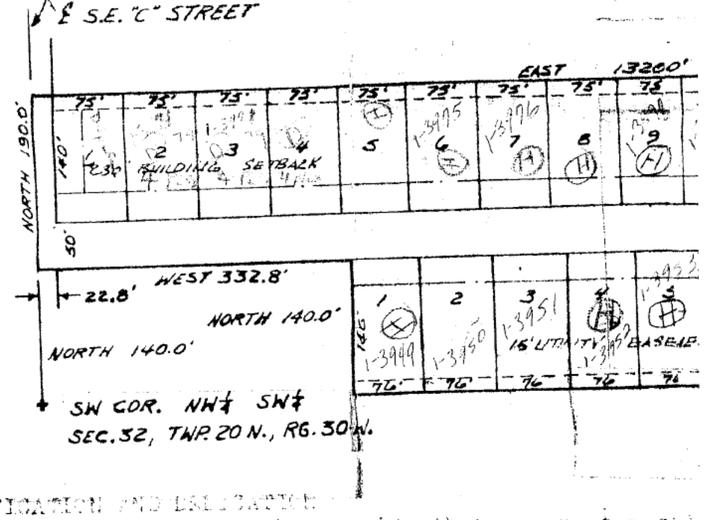
FAIRFIELD ADDITION

BENTONVILLE, ARKANSAS

DESCRIPTION:
Beginning 140.0 feet North of the SW corner of the NW¼ of the
Township 20 North, Range 30 West in Benton County, Arkansas; then
thence East 1320.0 feet; thence North 990.0 feet; thence East 660
thence East 1320.0 feet; thence North 140.0 feet; th
1320.0 feet; thence West 1647.2 feet; thence North 140.0 feet;
to the point of beginning, containing 28.91 acres more or less.

SURVEYOR'S CERTIFICATION:
This is to certify that the hereon platted property has been
plat conforms to that survey.

Thomas E. Pace R.P.L.S. #572



BK-1 -21
" 2 -19
" 3 -16
" 4 -28
" 5 -11
91

OWNERS CERTIFICATION AND DEDICATION:
We the undersigned, do hereby certify that we are the sol
platted property and do hereby dedicate all streets for use of

[redacted]

Subscribed and sworn before me this 9th day July, 19

PLANNING COMMISSION APPROVAL:
This plat of "FAIRFIELD ADDITION" to the City of Bentonvi
of July, 1974 by the Bentonville Planning Commission.

[redacted]

CITY COUNCIL ACCEPTANCE:

Fmr Field Add 00167

38

U-391

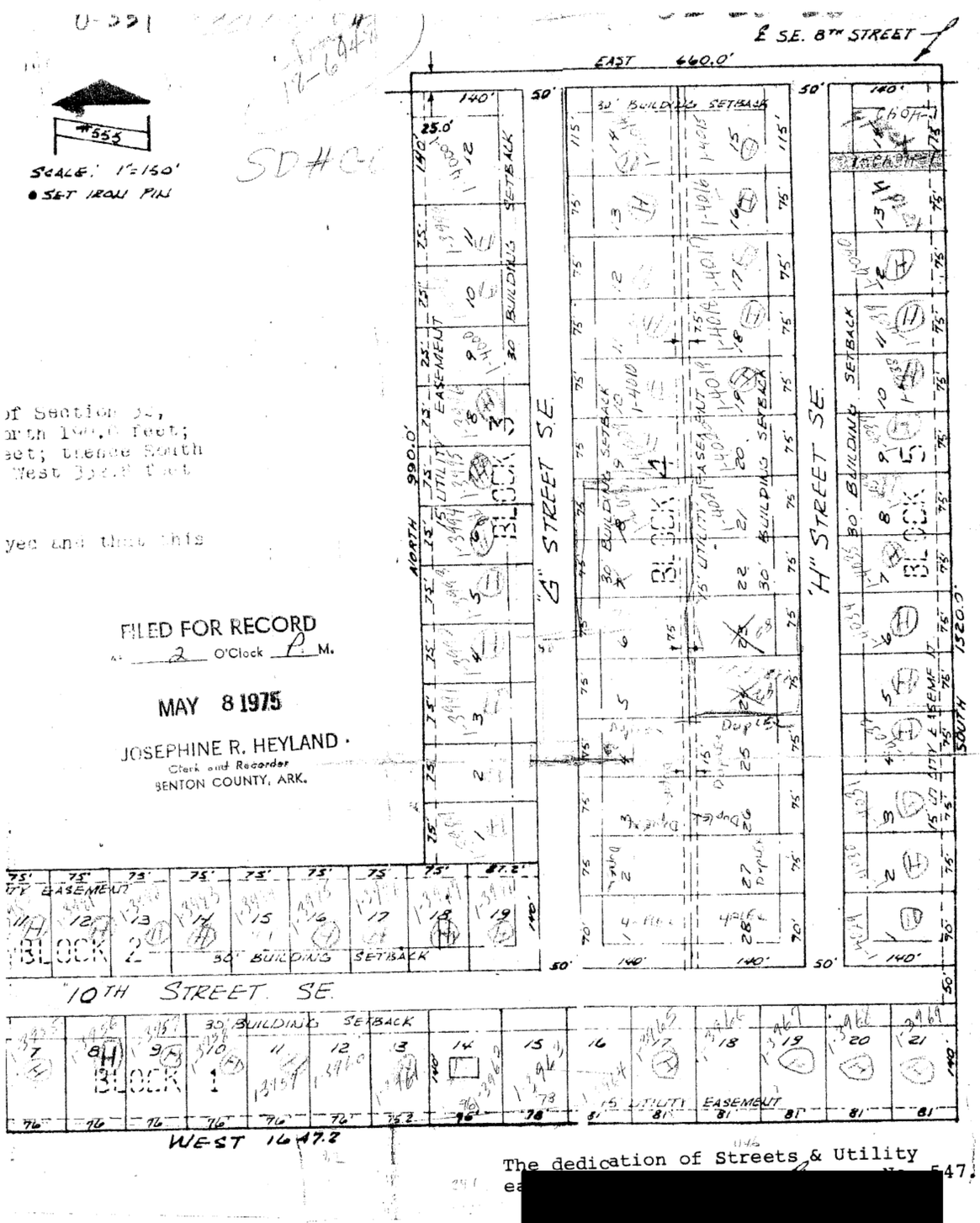
SCALE: 1"=150'
● SET IRON PIN

SD#C

of Section 32,
orth 140.0 feet;
eet; thence South
West 1320.0 feet

yee and that this

FILED FOR RECORD
at 2 O'Clock P M.
MAY 8 1975
JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.



ns of the hereon
eneral public and

[redacted]

y commission expires
2-15-77

I ask be hereby accepted this

The dedication of Streets & Utility
ea [redacted]
City Clerk

NOTE
Replat
See
Bk 5 Pg 4
5-6-1-4-3-2
& 21-20-30
Block 4

00167

ALTA / NSPS LAND TITLE SURVEY

SHEET 1 OF 2

RECORD TITLE LEGAL DESCRIPTIONS:

PARCEL #01-02610-000:
LOT 13 AND THE SOUTH 25 FEET OF LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.

PARCEL #01-02611-000:
LOT 14, BLOCK 5, FAIRFIELD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK O AT PAGE 351, EXCEPT THE SOUTH 25 FEET THEREOF. SUBJECT TO EXISTING EASEMENTS, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.

TO ARVEST BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR RESPECTIVE INTERESTS MAY APPEAR, AMANDA LEE BOX, CHICAGO TITLE INSURANCE COMPANY, AND WACO TITLE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(b), 7(a), 7(b)(1), 8, 9, 11(a), 13, 14, 16, 17, & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JUNE 22, 2022.

DATE OF PLAT OR MAP: JULY 1, 2022

DRAFT
DERRICK THOMAS PS #1642

TITLE INSURANCE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 2205806-106, COMMITMENT DATE: MAY 22, 2022, AT 07:00AM SCHEDULE B - SECTION II EXCEPTIONS:

11) RESERVATIONS, RESTRICTIONS, EASEMENTS, DEDICATIONS, RIGHT OF WAYS AND SETBACK LINES AS MAY BE SHOWN UPON THE RECORDED PLAT OF SAID SUBDIVISION/ADDITION, FILED FOR RECORD IN PLAT RECORD BOOK "O" AT PAGE 341 OF THE RECORDS OF BENTON COUNTY, ARKANSAS. AFFECTS - PLOTTED AND SHOWN.

12) RESERVATIONS, RESTRICTIONS, EASEMENTS, DEDICATIONS, RIGHT OF WAYS AND SETBACK LINES AS MAY BE SET FORTH IN PROTECTIVE COVENANTS AND/OR BILL OF ASSURANCES RECORDED IN RECORD BOOK 506 AT PAGE 453 OF THE RECORDS OF BENTON COUNTY, ARKANSAS. DOES NOT AFFECT - NOT SURVEY RELATED.

13) UTILITY EASEMENT IN FAVOR OF CITY OF BENTONVILLE, ARKANSAS, DATED MARCH 12, 2015, AND FILED FOR RECORD MAY 28, 2015 IN/AS DEED BOOK 2015 AT PAGE 27831 AMONG THE LAND RECORDS OF BENTON COUNTY, AR. AFFECTS - PLOTTED AND SHOWN.

14) RIGHT-OF-WAY/EASEMENT, IN FAVOR OF CITY OF BENTONVILLE, ARKANSAS, DATED MARCH 17, 1981, AND FILED FOR RECORD MARCH 19, 1981, IN RECORD BOOK 569 AT PAGE 742 OF THE RECORDS OF BENTON COUNTY, ARKANSAS. DOES NOT AFFECT.

15) RIGHTS OF PUBLIC AND OTHERS TO USE THAT PORTION OF SUBJECT PROPERTY, IF ANY, LYING WITHIN THE ROADWAY ON THE WEST AND NORTH SIDES OF SUBJECT PROPERTY. AFFECTS - PLOTTED AND SHOWN.

TABLE A NOTES:
9. THERE WERE NO OBSERVED STRIPED PARKING SPACES OBSERVED DURING THE SURVEY FIELD WORK.

16. THERE WAS NO EVIDENCE OF RECENT EARTH WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

17. THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES. THERE WAS NO EVIDENCE OF STREET OR SIDEWALK REPAIRS OR CONSTRUCTION. A PORTION OF THE PROPERTY ON THE WEST SIDE IS WITHIN THE CITY OF BENTONVILLE'S MASTER STREET PLAN RIGHT-OF-WAY OF SE H STREET. A PORTION OF THE PROPERTY ON THE NORTH SIDE IS WITHIN THE CITY OF BENTONVILLE'S MASTER STREET PLAN RIGHT-OF-WAY OF SE 8TH STREET.

WETLANDS NOTE:
NO MARKERS DELINEATING ANY WETLANDS WERE OBSERVED.

ENCROACHMENT LIST:
1) THE WEST SIDE OF THE 4-PLEX BUILDING ON PARCEL #01-02611-000 IS WITHIN THE PLATTED 30' BUILDING SETBACK.
2) EXISTING WOOD PRIVACY FENCE AND CHAIN LINK FENCE MEANDERS EAST OF THE EASTERN PROPERTY LINE

*ENCROACHMENTS ARE NOTATED WITH THE FOLLOWING SYMBOL: WITH AN ASSOCIATED ANNOTATED ENCROACHMENT DIMENSION

SANITARY SEWER INVERT INFO:
SSMH #1:
RIM ELEVATION - 1292.71'
10" VCP IN FROM (S) - 1283.11'
12" PVC OUT TO (W) - 1283.01'

SSMH #2:
RIM ELEVATION - 1291.31'
12" PVC IN FROM (E) - 1282.31'
6" VCP IN FROM (S) - 1285.91'
12" PVC OUT TO (NW) - 1282.11'

STORM PIPE FLOW LINES:
1) 1288.58'
2) 1289.46'
3) 1288.80'
4) 1288.74'
5) 1288.07'
6) 1288.46'
7) 1288.72'
8) 1288.88'
9) 1289.94'
10) 1290.15'
11) 1288.79'
12) 1288.68'
13) 1289.79'
14) 1290.27'

ZONING INFORMATION

BUILDING SETBACKS PER ZONING (ALL BUILDING TYPES):

FRONT	20ft*
SIDE	10ft INTERIOR
SIDE	20ft EXTERIOR*
REAR	25ft

*ALL FRONT AND EXTERIOR SIDE SETBACKS ARE SHOWN PARALLEL TO THE M.S.P. R/W

PROPERTY ZONED:
R-3 MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL

*VERIFY BUILDING SETBACK LOCATIONS AND DIMENSIONS WITH CITY OF BENTONVILLE PLANNING BEFORE ANY NEW CONSTRUCTION.

BUILDING SETBACKS PER FINAL PLAT:

FRONT	30ft
SIDE	NONE SHOWN
REAR	NONE SHOWN

SOURCE OF ZONING INFORMATION:
1. https://gis.bentonvillear.com/Html5/Index html?viewer=master (BENTONVILLE GIS MAP)
2. http://www.bentonvillear.com/DocumentCenter/View/2366/R-3-Medium-High-Density-Multifamily-Residential (BENTONVILLE ZONING CODE)
*NO ZONING LETTER WAS PROVIDED BY THE CLIENT

BUILDING TYPE	MIN. LOT AREA (SQ. FT.)	MIN. LAND AREA/UNIT (SQ. FT.)	MIN. LOT WIDTH	MAX LOT COVERAGE
SINGLE-FAMILY	5,000	-	50'	40% (INTERIOR LOT) 45% (EXTERIOR LOT)
TWO-FAMILY	5,000	-	50'	50% (INTERIOR LOT) 55% (EXTERIOR LOT)
TOWNHOUSE UNIT	2,000	-	20'	- -
TOWNHOUSE STRUCTURE	6,000	2,000	60'	65% (INTERIOR LOT) 70% (EXTERIOR LOT)
MULTI-FAMILY	6,000	1,500	60'	65% (INTERIOR LOT) 70% (EXTERIOR LOT)
ALL OTHERS NOT LISTED	10,000	-	100'	50% (INTERIOR LOT) 55% (EXTERIOR LOT)

ACCESSORY STRUCTURES (I.E. GARAGES, STORAGE SHEDS, SEPARATE DWELLING UNITS):

% OF FLOOR AREA OF PRIMARY STRUCTURE:

DETACHED NON-RESIDENTIAL:	40%
DETACHED ACCESSORY DWELLING:	50%
ATTACHED ACCESSORY DWELLING:	50%

DETACHED NON-RESIDENTIAL & DETACHED ACCESSORY DWELLING SETBACKS:

FRONT	AS REQUIRED BY DISTRICT
SIDE	07ft
REAR	07ft

ATTACHED ACCESSORY DWELLING SETBACKS:

FRONT	AS REQUIRED BY DISTRICT
SIDE	AS REQUIRED BY DISTRICT
REAR	AS REQUIRED BY DISTRICT

*ON CORNER LOTS: STRUCTURE SHALL NOT PROJECT BEYOND THE BUILDING LINE OF THE PRIMARY STRUCTURE ON THE ADJACENT LOT

GARAGE SETBACK STANDARDS:
(APPLICABLE TO ATTACHED AND DETACHED GARAGES)

GARAGE, STREET FACING:
30ft FROM THE PROPERTY LINE THE GARAGE FACES

GARAGE, SIDE OR REAR LOADING:
20ft FROM THE FACING PROPERTY LINE

GARAGE, ALLEY FACING:
20ft FROM PROPERTY LINE AT ALLEY

FIELD WORK:
MAY 25-27 &
JUNE 4, 16, 17, 20 & 22, 2022

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
(NAD83[NSRS2007] HORIZONTAL DATUM)

BASIS OF ELEVATION:
CITY OF BENTONVILLE GPS MONUMENT #1
(NAVD88 VERTICAL DATUM)

CONTOUR INTERVAL:
1 FOOT CONTOURS BASED ON GROUND SURVEY

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK O AT PAGE 351
2) PLAT OF SURVEY FILED IN BOOK Y AT PAGE 129
3) FINAL PLAT OF BLOCKS 10, 11, & 12 OF THE STEEN-BLOCK ADDITION TO BENTONVILLE FILED IN BOOK 6 AT PAGE 255
4) WARRANTY DEED FILED IN BOOK L2020 AT PAGE 81475
5) WARRANTY DEED FILED IN BOOK L2020 AT PAGE 81893
6) COMMITMENT FOR TITLE INSURANCE FILE NO. 2205806-106 AND ALL OF THE DOCUMENTS CONTAINED THEREIN

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE HUD FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP H-01-57 FOR MADISON CO. ARKANSAS COMMUNITY NO. 050449A. (PAGE #XX, DATED 6/14/1977)

UTILITY NOTE:
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, OBSERVED UTILITY MARKINGS, AND INFORMATION FROM THE CITY OF BENTONVILLE GIS MAP. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.
(FIRM PANEL #05007C0255K. DATED 06/05/2012)

ADJACENT LAND OWNERS

1) SD PROPERTIES LLC
708 NW 2ND ST
BENTONVILLE AR 72712-5117
PARCEL #01-02586-000
ZONED: R-1
2) SUMALINOG, ERNESTO B & NORMA C
804 SE H ST
BENTONVILLE AR 72712-6444
PARCEL #01-02585-000
ZONED: R-1
3) PEREZ, JOSE O
802 SE H ST
BENTONVILLE AR 72712-6444
PARCEL #01-02584-000
ZONED: R-1
4) CITY OF BENTONVILLE
c/o PHILLIPS, WENDY
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL #01-17336-001
ZONED: N/A
5) SE 8TH STREET LLC
1408 N RIVERFRONT BLVD #801
DALLAS TX 75207
PARCEL #01-04867-000
ZONED: I-2
6) ANDERSON, LAURIE
805 SE H ST
BENTONVILLE AR 72712
PARCEL #01-02609-000
ZONED: R-3

N W E S

0' 20' 40' 60'

GRAPHIC SCALE (IN FEET)
1 Inch = 20ft.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 22nd DAY OF JUNE, 2022.

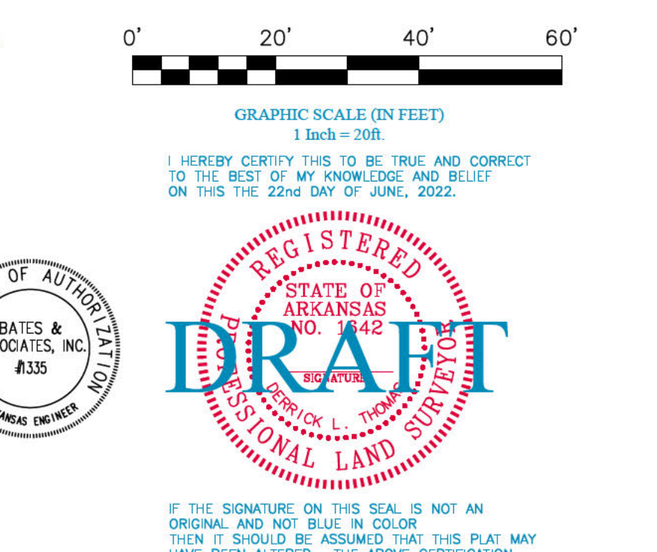
CERTIFICATE OF AUTHORIZATION BATES & ASSOCIATES, INC. #1335 ARKANSAS ENGINEER

REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF ARKANSAS NO. 1642 SIGNATURE DERRICK L. THOMAS

DRAFT

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.

VICINITY MAP



FOR USE AND BENEFIT OF:
MICHAEL HACKETT-PEDLER

ADDRESS:
801 & 802 SOUTHEAST 8TH STREET
BENTONVILLE, ARKANSAS

DATE: 07/01/22 SCALE: 1"=20'
LOCATION: LOTS 13 & 14, BLOCK 5 FAIRFIELD ADDITION
SURVEYED: CW DRAFTED: MR, JCR
REVIEWED: DT
COA #1335
SHEET 1 OF 2

DRAWING #22-142

Bates & Associates, Inc.
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

BATES & ASSOCIATES, INC. Copyright 2022
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

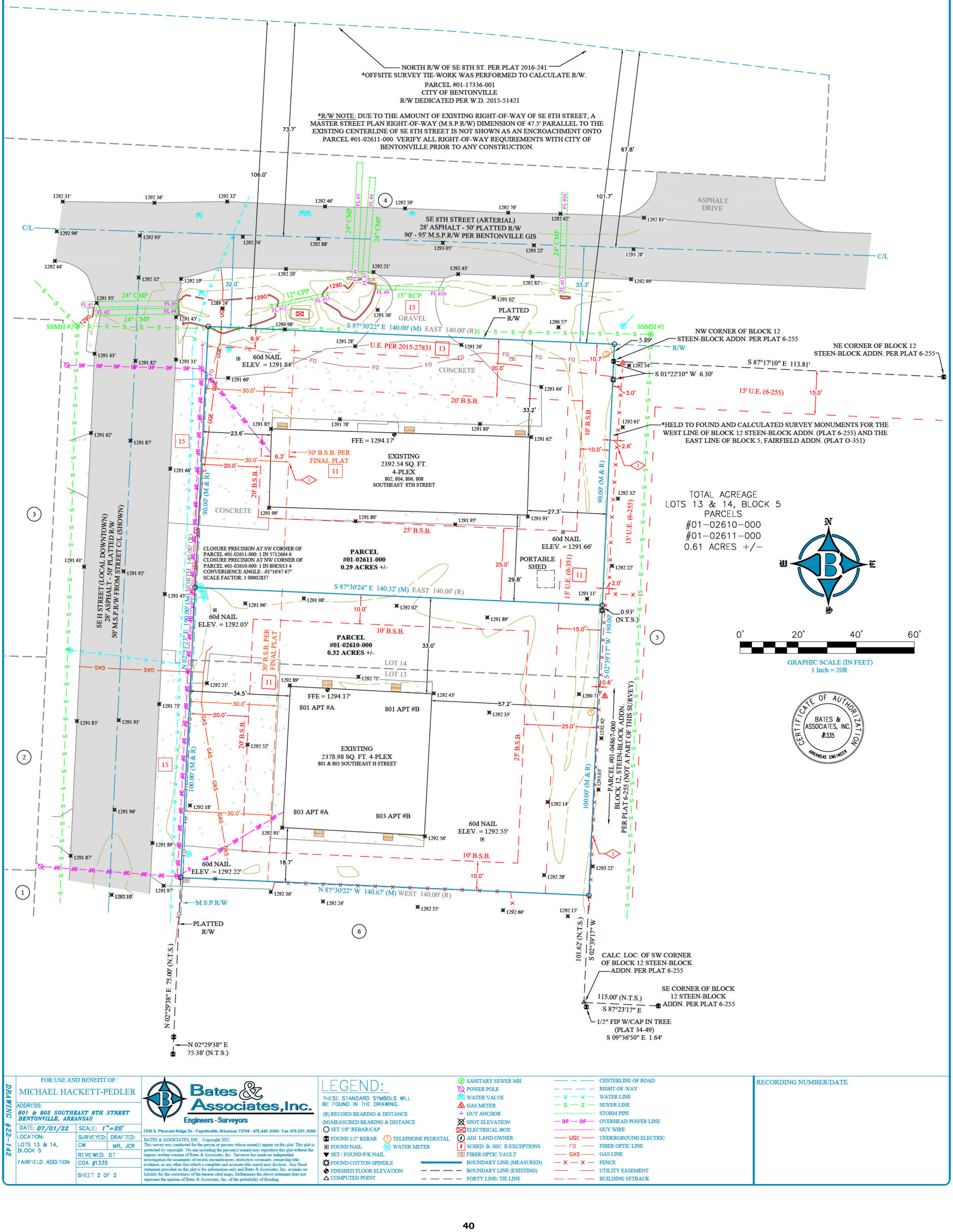
LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
SET 5/8" REBAR/CAP
FOUND 1/2" REBAR
FOUND NAIL
SET / FOUND P/K NAIL
FOUND COTTON SPINDLE
FINISHED FLOOR ELEVATION
COMPUTED POINT
TELEPHONE PEDESTAL
WATER METER
SANITARY SEWER MH
POWER POLE
WATER VALVE
GAS METER
GUY ANCHOR
SPOT ELEVATION
ELECTRICAL BOX
ADJ LAND OWNER
SCHED B, SEC II EXCEPTIONS
FIBER OPTIC VAULT
BOUNDARY LINE (MEASURED)
BOUNDARY LINE (EXISTING)
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
WATER LINE
SEWER LINE
STORM PIPE
OVERHEAD POWER LINE
GUY WIRE
UNDERGROUND ELECTRIC
FIBER OPTIC LINE
GAS LINE
FENCE
UTILITY EASEMENT
BUILDING SETBACK

RECORDING NUMBER/DATE

ALTA / NSPS LAND TITLE SURVEY

SHEET 2 OF 2



DRAWING #22-142

FOR USE AND BENEFIT OF:
MICHAEL HACKETT-PEDLER

ADDRESS:
801 & 802 SOUTHEAST 8TH STREET BENTONVILLE, ARKANSAS

DATE: ***07/01/22*** SCALE: ***1"=20'***

LOCATION: LOTS 13 & 14, BLOCK 5 FAIRFIELD ADDITION

SURVEYED: CW DRAFTED: MR, JCR

REVIEWED: DT

COA #1335

SHEET 2 OF 2

Bates & Associates, Inc.
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

BATES & ASSOCIATES, INC. Copyright 2022
This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:

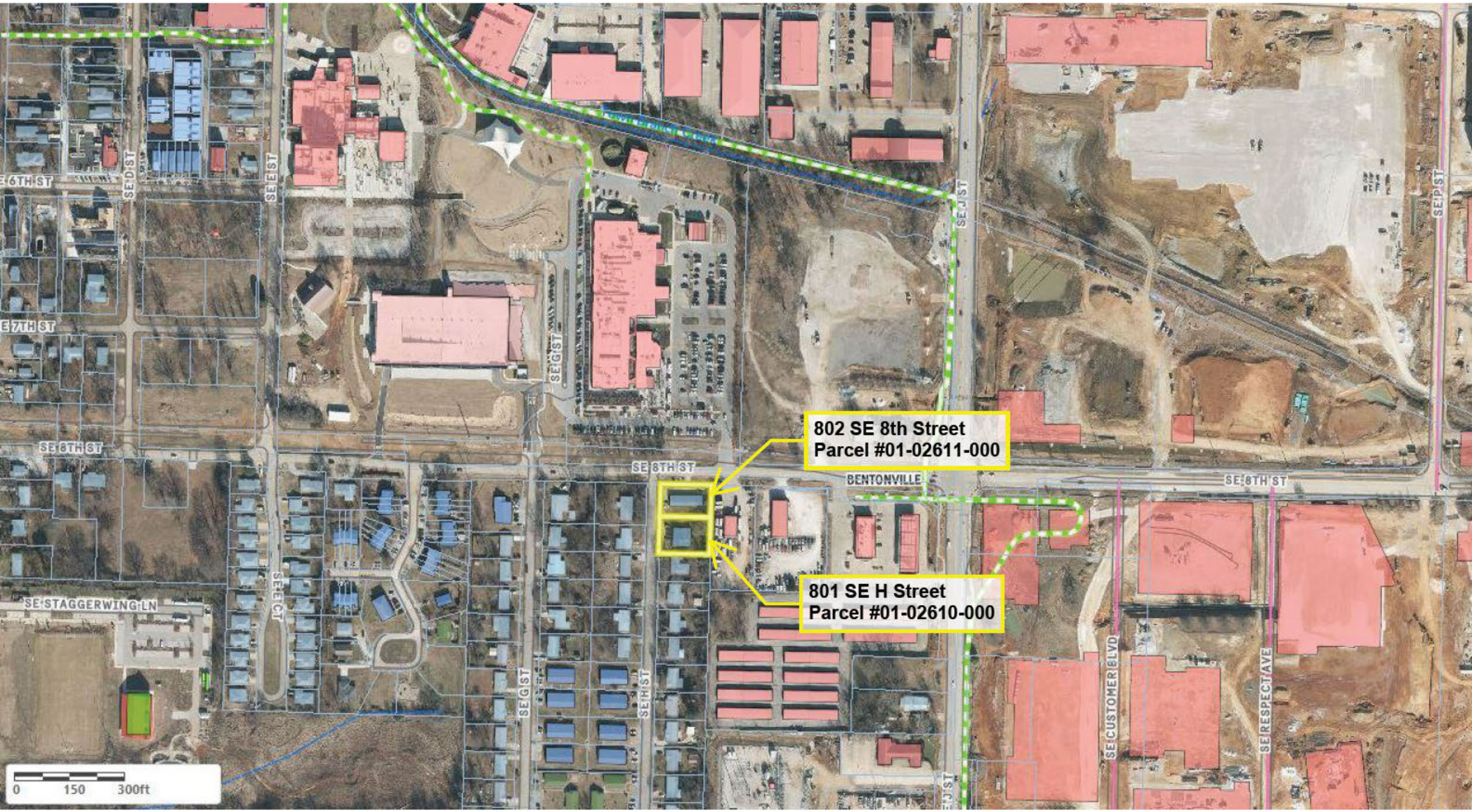
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

(R) RECORD BEARING & DISTANCE
(M) MEASURED BEARING & DISTANCE
SET 5/8" REBAR/CAP
FOUND 1/2" REBAR
FOUND NAIL
SET / FOUND P/K NAIL
FOUND COTTON SPINDLE
FINISHED FLOOR ELEVATION
COMPUTED POINT
TELEPHONE PEDESTAL
WATER METER

SANITARY SEWER MH
POWER POLE
WATER VALVE
GAS METER
GUY ANCHOR
SPOT ELEVATION
ELECTRICAL BOX
ADJ LAND OWNER
SCHED B, SEC II EXCEPTIONS
FIBER OPTIC VAULT
BOUNDARY LINE (MEASURED)
BOUNDARY LINE (EXISTING)
FORTY LINE/ TIE LINE

CENTERLINE OF ROAD
RIGHT-OF-WAY
WATER LINE
SEWER LINE
STORM PIPE
OVERHEAD POWER LINE
GUY WIRE
UNDERGROUND ELECTRIC
FIBER OPTIC LINE
GAS LINE
FENCE
UTILITY EASEMENT
BUILDING SETBACK

RECORDING NUMBER/DATE



VICINITY MAP FOR TWO PARCELS TO REZONE

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

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 support the temporary installation of artwork titled "Building Community One Piece at a Time" in Train Station Park.

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

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

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: September 13, 2022
RE: Public Art "Building Community One Piece at a Time" in Train Station Park

The Bentonville History Museum is seeking approval to install public art titled "*Building Community One Piece at a Time*" in Train Station Park.

Bentonville's Diversity, Equity and Inclusion (DEI) Task Force issued a Request for Proposals for an art-based civic engagement project as part of the first *Bentonville Together: A Celebration of Our Multicultural Community* event in downtown Bentonville on April 23, 2022. The Task Force selected a proposal from the Bentonville History Museum that would create a public art piece as a result of a collaborative experience between the artist and the public that expresses Bentonville's growing diversity and community unity.

Participants at the festival used paint markers to decorate puzzle pieces in a way that reflects their story and represents them as a unique member of the Bentonville community. Local artist Randy Townsend used these individual pieces to create an art puzzle that came together during the festival.

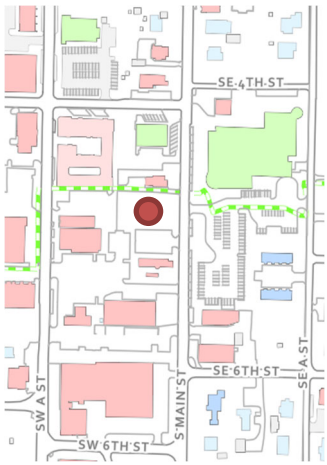
The Bentonville History Museum is requesting this community artwork be installed for temporary display in Train Station Park, adjacent to the Bentonville History Museum. The artwork will be displayed on a treated wood board installed on wood posts with the art design on the front facing Main Street and a description of the project on the back side facing A Street. The complete installation is 7' tall x 14' wide to be located at the west end of the park.

The total cost including fabrication, delivery, and installation is funded and managed by the Bentonville History Museum. There is no cost to the city.

Proposed Artwork
Building Community
One Piece at a Time



Display Site:
Train Station Park





RESOLUTION NO. _____

A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORK TITLED "BUILDING COMMUNITY ONCE PIECE AT A TIME", CURATED BY THE BENTONVILLE HISTORY MUEUM ON PUBLIC PROPERTY IN TRAIN STATION PARK; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, the Parks and Recreation Advisory Board recommended approval of the artwork and location on August 1, 2022;

WHEREAS, the Public Art Advisory Committee recommended approval of the artwork and location on August 9, 2022; and

WHEREAS, the artwork was selected from submittals received in response to a request for proposals and will be funded by the Bentonville History Museum.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the temporary installation of artwork titled "Building Community One Piece at a Time" curated by the Bentonville History Museum on public property in Train Station Park;

Section 2: This art installation is funded and managed by the Bentonville History Museum;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED

ATTEST:

_____
Stephanie Orman, Mayor

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

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 award IFB 22-78 for tree trimming services to Upkeep Tree Service on an as needed basis, per the Unit Prices attached. This Contract will be for a one-year term, renewable annually for a maximum term of five years. Approved by Utility Board 4-0.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: September 13, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **IFB 22-78 – Tree Trimming Services**

Electric Dept. staff recommends awarding IFB 22-78 for tree trimming services to Upkeep Tree Service on an as needed basis, per the Unit Prices attached. The Contract will be for a one-year term, renewable annually for a maximum term of five years.

Over the last few years, BEUD has maintained a third-party tree trimming contract to assist the ROW crew with tree removals. The contractor is able to take care of longer runs of BEUD's main feeder, while the ROW crews handle "hot spots" and preliminary work for the BEUD OH crews.

Upkeep has been BEUD's contractor for the past 3-yrs. The old contract ended and this IFB establishes the per foot costs for removal and per inch cost for stump grinding.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	8/15/22	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-78

Solicitation Title: Tree Trimming Along City of Bentonville Power Lines

Bidders:				UpKeep Tree Service	
Line Item	Quantity	Unit of Measure	Description	Unit Price	
1	1	LF (Linear Foot)	One (1) Linear Foot of Overhead Line (pole-to-pole one-way)	$9.00	
2	1	IN (Inch)	One (1) Inch of Stump Ground	$3.00	
			Total Bid Price	**$12.00**	

purchasing@bentonvillear.com - (479) 271-3115

FOR PUBLICATION

PUBLICATION DATES: JULY 17, 2022

NOTICE TO BIDDERS

TREE TRIMMING ALONG CITY OF BENTONVILLE POWER LINES

Invitation For Bid (IFB)-22-78

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, duly licensed, trained and insured contractors to perform the trimming of trees adjacent to power lines, as needed, for the City of Bentonville Electric Utility Department. The awarded Bidder will be required to sign a binding contract with the City for an initial one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed five (5) years. Bidders shall provide proof with their Bid Submission that any employees who will be performing trimming services from an aerial lift/bucket truck are Certified Line Clearance Arborists.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. 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.

There will be a Public Bid Opening for IFB-22-78 held at 2:00 PM CST on Monday, August 8, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is August 2, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-78	**Date of Issuance:**	JULY 17, 2022
Description:	TREE TRIMMING ALONG CITY OF BENTONVILLE POWER LINES		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY DEPARTMENT		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**AUGUST 8, 2022 AT 2:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	August 2, 2022– 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: UPkeep **Phone Number:** 479-381-9232

Business Address (Full Street/City/State/Zip): 286 North B St centerton AR 72719

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): /Yes __No

Name of Contact Person: Stephen Ford **Email:** UPkeeptreeservice@gmail

Signature of Authorized Person: [redacted] **Date:** 08-11-22

Printed or Typed Name: Stephen Ford **Title:** Owner

Arkansas Contractor's License Number: _____ **(REQUIRED)**

Sales or Use Tax ID Number: 46-2412304

Bid Bond Included: ___Yes ___No **(only required if specified in this IFB Document)**

[This space has been intentionally left blank]

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, duly licensed, trained and insured contractor to perform the trimming of trees adjacent to power lines, as needed, for the City of Bentonville Electric Utility Department.

2. REQUIRED RESPONSE DOCUMENTS

The following documents must be complete to provide a complete Bid response package:

- Invitation for Bid (IFB) document, all response fields complete. This includes but is not limited to the Vendor Disclosure, Bidder Qualifications and Specifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas. Proof may be in the form of providing the Contractor's License Number, or including a copy of the Contractor's License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- Proof that Bidder and any employees who will be performing trimming services from an aerial lift/bucket truck are Certified Line Clearance Arborists.

3. APPENDIXES

- **APPENDIX A: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**

[This Space Has Been Intentionally Left Blank]

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

Bidders are required to include proof of their ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their Bid submission. Bid submittals that do not include proof of Bidder's ability to obtain the required insurance may be rejected. The awarded Bidder shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Bidder's performance of the work; whether it is to be performed by the awarded Bidder, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

1) Workers' Compensation:
    a. State: Statutory
    b. Applicable Federal: Statutory
2) Comprehensive or Commercial General Liability: $1,000,000.00 – Each Occurrence
3) Public Liability and Property Damage:
    The awarded Bidder shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him/it (the City Of Bentonville as a named additionally insured), and any subcontractor performing work covered by this Invitation for Bid, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:
        i. Public Liability Insurance in an amount not less than Two Million Dollars ($2,000,000.00) in respect to any one accident or disaster in an amount of not less than One Million Dollars ($1,000,000.00) in respect to injuries to any one person.
        ii. Property Damage insurance in an amount of not less than One Million Dollars ($1,000,000.00).

2. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

[This Space Has Been Intentionally Left Blank]

3. BONDS

A. BID BOND (BID GUARANTEE)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of (NA), payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in the Guarantee of Bid section of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. PERFORMANCE & PAYMENT BOND

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

[This Space Has Been Intentionally Left Blank]

4. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

5. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

6. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

7. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA CONTINUIED

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

9. INDEMNIFICATION

Due to the City's statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

10. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

DAMAGES CONTINUED

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

11. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

12. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

14. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, including any contract, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable) or additional description of their products or services.

[This space has been intentionally left blank]

15. INVOICING

The awarded Bidder shall provide an invoice to the City's Accounts Payable Office within seven (7) days from the conclusion of each tree trimming job. The invoice will be sent to BEUD for review and approval. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

_X__Progress invoicing at the conclusion of each tree trimming job (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

X NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

17. PRE-BID MEETING

There will be a pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document. If there is an "x" in the "No Pre-Bid Meeting" option, there will not be a Pre-Bid Meeting for this IFB.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)
__In Person __Zoom or Other Virtual Method
__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)
__In Person __Zoom or Other Virtual Method
_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

18. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed five (5) years. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
    1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
    2. Plumbing;
    3. Electrical, indicative of wiring and illuminating fixtures; and
b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[This Space Has Been Intentionally Left Blank]

SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The City Of Bentonville is requesting formal, sealed bids from qualified companies who are duly licensed, trained and insured for the trimming of trees adjacent to power lines. The tree trimming is to be performed along the City's electrical distribution system.

The awarded Bidder shall be responsible for furnishing all labor, material, transportation and insurances needed to properly perform the tree trimming services, as described herein or as are general industry standard for the type of work described herein.

All work shall be performed and material supplied in accordance with this IFB. As noted on the Bid Form, Unit Pricing per one (1) linear foot of overhead line shall be pole-to-pole one-way.

Upon completion of each tree trimming job, the City contact or his designee shall inspect and approve work performed prior to payment.

2. DELIVERY

The City of Bentonville requests (specifies) the below work beginning date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): _____August 23, 2022_____

Delivery/Work-Site Location: _____Various locations within City of Bentonville limits_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__Construction/Project Specified Date(s): Work Beginning

City's Specification:

Work Beginning: The City requests that work begin ten (10) days from Notice of Award.

Bidder Response: X **AS SPECIFIED** __ **ALTERNATE DATES REQUESTED** *(REQUIRES COMPLETION OF FIELD BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work Beginning: Work will begin within 10 day(s) from Notice of Award.

[This Space Has Been Intentionally Left Blank]

SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	
Proof of insurance, or the ability to acquire, as defined herein.	
Proof that Bidder and any employees who will be performing trimming services from an aerial lift/bucket truck are Certified Line Clearance Arborists.	
APPENDIX A: BIDDER QUALIFICATIONS (Completed)	
APPENDIX B: CONTRACTOR/VENDOR DISCLOSURE (Completed)	
APPENDIX C: SPECIFICATIONS (Completed)	
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** / **DATE OF ISSUANCE** 1- one / 08-02-2022	

[This Space Has Been Intentionally Left Blank]

SECTION 5: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or project specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The awarded Bidder will only be compensated for completed tree trimming services, excluding services which are classified as 're-work' which are the direct result of a service failure(s) by the awarded Bidder and the subsequent requirement for the awarded Bidder to correct the service failure(s).

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure:
LF – linear foot IN – inch

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

BID FORM

Line Item	Quantity & Unit of Measure	Description	Unit Price **Rounded to nearest cent**
1	1 LF	One (1) Linear Foot of Overhead Line (pole-to-pole one-way)	$ 9.00
2	1 IN	One (1) Inch of Stump Ground	$ 3.00
TOTAL BID PRICE (Stated in figures) *The sum of the Unit Prices for Line Items 1 & 2. The Total Bid Price is used only for the comparison of bids.* **Rounded to nearest cent**			$ 12.00
TOTAL BID PRICE (Stated in words) *The sum of the Unit Prices for Line Items 1 & 2. The Total Bid Price is used only for the comparison of bids.* **Rounded to nearest cent**			Twelve dollars

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, have visited the actual location of the work (when applicable), have consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same

Company Name: UPkeep By (Authorized Person's Signature): [redacted]

State of incorporation (required if Company is a corporation): _____

Full names of all partners (required if Company is a partnership): _____

Printed Name and Title: Stephen Ford

Date: 08-11-22

Arkansas State Contractor's License Number (REQUIRED): _____

SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

   Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. All signatures must be by an officer or employee having the authority to bind the company or organization by his/her signature and included with the Bid response.

   Unit price for each unit offered must be provided. The unit price will be presumed correct.

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

   Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

    The City reserves the right to accept or reject any or all Bids or part of Bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation for any reason.

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

    The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified herein.

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without the written approval of the Purchasing Manager and Finance Director.

13. **BRAND NAMES**: If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

    The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. Any request for time extension must be in writing and approved by the City's authorized representative.

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds
   When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

37. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (479) 271-3115.

APPENDIX A

BIDDER QUALIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three (3) references in the space provided below. References provided shall be for tree trimming services performed by the Bidder along live power lines within the last six (6) months.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Travis matlock	271-5941	Line clearance	
Alonzo crow	271-5941	Line clearance	
Tommy Hinkle	271-5941	Line clearance	

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL): Certified Arborist

APPENDIX B

CONTRACTOR/VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: UPKeep

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

OR

☒ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

Initials

APPENDIX C

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3	The awarded Bidder shall execute the Contract upon receipt of Notice of Award.	X	
4	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
5	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work and requirements.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
7	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

2. PROJECT SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
8	All work performed shall be in compliance with all federal, state, and local regulations, industry standards, the latest revision of ANSI A300 regarding Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and Dr. Alex L. Shigo's booklet entitled "Pruning Trees Near Electric Utility Lines". All brush and logs are to be removed on a daily basis. All work is to be performed during daylight hours Monday through Friday excluding City holidays.	X	
9	All work shall be performed meeting any and all OSHA and NESC requirements for performing work of this nature. The awarded Bidder shall provide any and all traffic cones, traffic signs or other safety equipment needed in performing the requirements of this contract. Crew leader is to have a cell phone while working for the City Of Bentonville.	X	
10	The awarded Bidder shall provide only employees who are Certified Line Clearance Arborists for performing tree trimming work from aerial lifts/bucket trucks. Additionally, the awarded Bidder shall provide only qualified, experienced and trained line-clearance arborists/tree trimmers, as defined by OSHA 26CFR1910.269, trained and experienced in trimming, pruning and removal of vegetation near 12.47 kV and 69 kV energized power lines for all other work to be performed. These workers shall be considered to be "qualified persons" for the purpose of OSHA 1910.331(c)(1). The awarded Bidder shall be responsible for ensuring that personnel are aware of the minimum approach distances allowed by OSHA and maintain the appropriate approach distance based on the employee's experience and training. Furthermore, the awarded Bidder shall ensure that the employees are provided with and utilize proper Personal Protective Equipment including but not limited to Flame retardant clothing which is necessary to minimize or eliminate injuries due to electrical arc flash injuries when working within the arc protection boundary. It is the awarded Bidder's responsibility to determine the arc protection boundary and the incident energy levels which the employees will be exposed.	X	
11	Brush, vines and undesirable vegetation shall be removed or pruned around creek and river banks, ditches, fence lines, and around poles, stub poles, guy poles, guy wires and other obstructions. The awarded Bidder shall keep all creeks and drainage ditches clear of brush to ensure proper drainage.	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
12	All non-ornamental trees in rural areas that have never been trimmed located beneath the transmission and distribution lines are to be removed that are within the specified trimming clearances. The remaining part of the stump that is left shall not exceed four (4) inches in height in unkempt areas, and two (2) inches in height in kempt areas.	X	
13	All dead and marked trees are to be removed and hauled away. Trees may be disposed of at the City Of Bentonville's Compost facility located at 2000 NE "A" St. between the hours of 8 AM-4 PM, Tuesday through Saturday. Logs must be no larger than 24 inches in diameter and 8 feet long.	X	
14	The awarded Bidder is responsible for the removal of all branches that are not greater than ten (10) inches in diameter within the following horizontal or vertical distance from the outer most conductor on the trimming side: • Transmission Voltage Line – Thirty Feet (30') • Primary Distribution Voltage Lines – Ten Feet (10') • Guy Span – Distribution Span – Ten Feet (10'); Transmission Span – Thirty Feet (30') • Distribution Secondary Voltage Lines – Six Feet (6') • Below Neutral – Six Feet (6') • Services – Three Feet Six Inches (3'6") Radius • All Right of Way (ROW) will be trimmed from ground to sky • All established ROW are to be mowed The sections to be trimmed shall be determined by BEUD personnel. It is the awarded Bidder's responsibility to inspect all trees along the designated area to determine the extent of trimming necessary to meet the required clearances. Failure to inspect prior to the submission of a bid does not relieve the awarded Bidder from performing any and all specification requirements.	X	
15	Should weather conditions be a concern that prevents tree trimming at any time, and may affect the awarded Bidder's ability to complete trimming services in a timely manner, it should be addressed with and approved by BEUD personnel.	X	

The International Society of Arboriculture

Hereby Announces That

Stephen Ford

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

[redacted]
Kathryn Pollnac
CEO & Executive Director

12 June 2021	30 June 2024	SO-10701A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

78

ACRT Arborist Training

4500 Courthouse Blvd., Ste. 150 Stow, OH 44224

certifies that

Stephen Ford

has satisfactorily completed the prescribed requirements of the

LINE CLEARANCE ARBORIST CERTIFICATION PROGRAM

and is granted this certificate of completion for one year

January 30, 2022

ACRT
ARBORIST TRAINING

[redacted]

[redacted]

ACRT

ACRT Arborist Training

4500 Courthouse Blvd., Ste. 150 Stow, OH 44224

certifies that

Jerry Lombard

has satisfactorily completed the prescribed requirements of the

LINE CLEARANCE ARBORIST CERTIFICATION PROGRAM

and is granted this certificate of completion for one year

January 30, 2022

ACRT
ARBORIST TRAINING

[redacted]

[redacted]

aining

ACRT

© 2019 Great Papers

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-78	**Solicitation Title:**	Tree Trimming Along City of Bentonville Power Lines
Addendum Number:	1	**Date of Issuance:**	August 2, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated July 17, 2022.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.

This Addendum Number 1 consists of 2 page(s).

Bid Opening Date:

1.0 The Bid Opening Date and Time listed in the original Advertisement and Bidding Documents was August 8, 2022 at 2:00PM.

1.1 The Bid Opening Date is being amended to allow Bidders additional time based on the amendment in Required Response Documents below.

1.2 The Bid Opening Date and Time is amended as follows:

Monday, August 15, 2022 at 2:00PM

Question Deadline:

1.0 The Question Deadline listed in the original Advertisement and Bidding Documents was August 2, 2022 at 4:30PM.

1.1 The Question Deadline is being amended to allow Bidders additional time based on the amendment in Required Response Documents below.

1.2 The Question Deadline is amended as follows:

Tuesday, August 9, 2022 at 4:30PM

Arkansas Contractor's License Requirement:

1.0 The original IFB-22-78 Bidding Documents required Bidders to be licensed contractors in the State of Arkansas.

(Continued on following page)

ADDENDUM TO SOLICITATION

Arkansas Contractors License Requirement Continued:

1.1 The City has determined that a Contractor's License is not required for the IFB-22-78 Scope of Work.

1.2 This Addendum Number 1 removes all references in the IFB-22-78 Bidding Documents to an Arkansas Contractor's License, and response fields labeled "REQUIRED" for the Arkansas Contractor's License may be left blank.

Questions and Answers:

Line Number	Submitted Question	City's Response
1	Will the City of Bentonville require a contractor's license to bid this job?	The City has determined that an Arkansas Contractor's License is NOT required for this solicitation.
2	Within the bid packet it does state that a bid bond is not required, however in the bid documents to be filled out by the contractor is asked if the bid bond is included with the submission. Could you please confirm if a bid bond is not required for this project?	As indicated on pages 2 and 6 of the Bid Packet, a Bid Bond is not required for this solicitation.

[End of Addendum Number 1]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/15/2022

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 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	CONTACT NAME:	
PROFESSIONAL INSURANCE 1122 N Walton Blvd Bentonville, AR 72712	PHONE (A/C, No, Ext): (479)273-6958	FAX (A/C, No): (479)273-6959
	E-MAIL ADDRESS: piginc@cox-internet.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nautilus	
INSURED	INSURER B : Progressive	
Stephen Ford dba Up Keep Tree Service 286 N. B St Centerton AR 72719	INSURER C : Amguard	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			NN1204412	3/13/2022	3/13/2023	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 $ INCLUDED
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			01496347	4/29/2022	9/29/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 25,000 $ 50,000 $ 25,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R2WC279764	3/13/2022	3/13/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

[redacted]

RIBED POLICIES BE CANCELLED BEFORE
OF, NOTICE WILL BE DELIVERED IN
ROVISIONS.

CORPORATION. All rights reserved.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-78 TO UPKEEP TREE SERVICES FOR TREE TRIMMING SERVICES ON AN AS NEEDED BASIS FOR THE CITY OF BENTONVILE ELECTRIC DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Upkeep Tree Services is the lowest qualified bidder for bid IFB-22-78;

WHEREAS, this contract covers tree trimming services on an as needed basis for the Bentonville Electric Department; and

WHEREAS, this contract will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Upkeep Tree Services for tree trimming services on an as needed basis for the City of Bentonville Electric Department;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance to approve a Waiver of Bid to purchase a C4047 Digger Derrick from Terex Utilities, Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 110421-TER, for $403,248.00 ($274,943 + $128,305 Kenworth chassis), and a Budget Adjustment to cover the shortfall. The pricing for the Digger Derrick is in accordance with the co-op contract pricing; however, the chassis is not part of the co-op contract pricing. The Electric Department solicited an additional quote to ensure fair pricing for the chassis; the Terex price is approx. $24k less than the quote the Department received. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item. Approved by Utility Board 4-0.

Estimated Cost	**403,248.00**
Is this Item Budgeted?	☑ Yes ☑ No

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

In the 2022 budget, there is $360,000 budgeted for the truck. Money will be moved from Acct 73-13 (Underground Primary) to cover the $43,248 shortfall.

Budget Adjustment Request

Date of City Council Meeting	**9/13/2022**
Department	**Electric/Water/Sewer**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

In the 2022 budget, there is $360,000.00 budgeted for the truck. Money will be moved from Acct 73-13 (Underground Primary) to cover the $43,248 shortfall. Approved by Utility Board 4-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010 - Electric	**47313**	**Underground Primary**		**$ 43,248.00**
503010 - Electric	**47420**	**Vehicles**	**$ 43,248.00**	
		Totals	**$ 43,248.00**	**$ 43,248.00**
		Net Impact on Fund Balance	**$**	**-**

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

M E M O R A N D U M

DATE: September 13, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Resolution/Bid Award – Terex Digger Derrick**

The Electric Dept. recommends waiving bids to purchase a C4047 Digger Derrick from Terex Utilities, Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 110421-TER, for $403,248.00 ($274,943 + $128,305 Kenworth chassis), and a Budget Adjustment to cover the shortfall. The pricing for the Digger Derrick is in accordance with the co-op contract pricing; however, the chassis is not part of the co-op contract pricing. The Electric Department solicited an additional quote to ensure fair pricing for the chassis; the Terex price is approx. $24k less than the quote the Department received.

Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item.

The digger derrick is budgeted in 2022 for $360,000. The total cost of the truck is $403,248. BEUD recommends moving $43,248 from acct. 73-13 (Underground Primary) to acct 74-20 to cover the shortfall. With the transformer shortage BEUD is currently experiencing, Underground Primary will have available funds. Moving the money from 73-13 to 74-20 will have a net zero impact to the BEUD bottom line.

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Sourcewell 2022 Pricing 110421-TER

Date: 6/29/2022 REV 2

Quote Number: QU20012 Unit: C4047

City of Bentonville
3200 SW Municipal Dr
Bentonville AR 72712
(479) 271-5985
Attention: Doug Charest

Baseline Price: **$274,943**

FET Tax If Applicable **$705**

Grand Total Each: **$275,648**

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to $550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage $550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

1) Delivery Terms are: CPT Destination
2) Terms: Net 30 days
3) Delivery days from receipt of order shall be 360+ Days

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

[redacted]
Sales Coordinator

[redacted]
Account Manager

⚠WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

Options

Date	6/29/22
Quote(s) #	QU20012
Customer Name	City of Bentonville
Customer PO #	

No.	Description	Selling Price	Options:
1	Current Model Year Kenworth T480 4x4 Chassis per attached spec.	$128,305	☐ Add Option
2	FET for Chassis (If Applicible)	$14,627	☐ Add Option
3		$0	☐ Add Option
4		$0	☐ Add Option
5		$0	☐ Add Option
6		$0	☐ Add Option
7		$0	☐ Add Option
8		$0	☐ Add Option
9		$0	☐ Add Option
10		$0	☐ Add Option
11		$0	☐ Add Option
TEREX Utilities	Total:		

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. **IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY.** In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER,** including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at https://www.terex.com/en/products/telematics-tou.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____

LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

TUFM1050 Rev D 03-06-12

Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

06/14/2022

CITY OF BENTONVILLE
3200 SW MUNICIPAL DR
BENTONVILLE, AR 72712
Attention: DOUG CHAREST

Phone: (479)271-5985

Qty.	Description
	UNIT
1	One (1) new Terex Commander 4047 model hydraulic rotating digger derrick with a turntable winch.

Design Criteria:
* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
* Meets ANSI/ASSE A10.31-2019.

Elevation:
* From +80 degrees above horizontal to -20 degrees below horizontal.

Dual Lift Cylinders:
* Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

Steel Lower Boom:
* The boom is a fabricated box utilizing high-strength steel plates.

Steel Intermediate Boom:
* Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

Fiberglass Hydraulic Upper Boom:
* Capable of lifting the hydraulic capacity of the derrick in all positions.
* Tested and rated for line voltage up to and including 46 KV AC.
* Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

Continuous And Unrestricted Rotation:
* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

Miscellaneous:
* Relief valves to protect the derrick circuits and digger-winch circuits.
* Hydraulic hoses are equipped with permanent type hose fittings.
* A custom load chart stating actual lifting capacity considering all final options, chassis, body,

Qty. Description

outriggers, and other fixed equipment with capacity based on completed unit stability is included.
* A boom-angle indicator and decal are mounted on each side of the lower boom.
* All metallic components of the complete digger derrick device are prime painted.
* Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.
* Warning decals provided with unit.

Turntable Winch Including Transferrable Pole Buddy Assembly:
* 15,000 lb. bare drum capacity worm gear winch equipped with hydraulic counterbalance valve mounted on the derrick turntable. Equipped with flanged pole buddy transferrable from intermediate boom to upper boom.

Bare Boom Lift Capacities:
* Boom Angle: All Booms Retracted
* Maximum Elevation 24750 lbs.
* 10 Ft. Radius 11000 lbs.

Work Zone Capacities:
Median Digging Radius 20.5 ft.
Digging Capacity at Median Radius 2542 lbs.
Lift Capacity at Median Radius 4524 lbs.

Sheave Height:
* With intermediate boom extended, 38.6 ft. at maximum elevation.
* With upper boom extended, 47.4 ft. at maximum elevation.
* Dimensions are based on a 40" chassis frame height.

Load Radius:
* 28.5 ft. from C/L of rotation, at 0 degree, intermediate boom extended.
* 37.5 ft. from C/L of rotation, at 0 degree, upper boom extended.

1 RH Open Front Command Post With "Exclusive Single Stick T" Control located on the Outward Side:
* Allows operator to easily climb into command post area from the front of the station.
* Control allows one hand to operate three functions: rotation, boom elevation, and intermediate boom extension.
* Upper boom extension and other functions have individual controls.
* Glycerin filled pressure gauge is provided to monitor system pressure.
* Permanent type control decals are provided.
* Adjustable cushioned operator seat is provided as standard and includes side rails.
* Hydraulic foot throttle.
* Includes a control and horn.
* Stop/start at control station.

1 Operator LED light at controls at command post/console.

1 Pole Guide For Transferable Pole Buddy with Interlock:
* Hydraulic cylinders equipped with holding valves operate the tilt and open/close on pole guide arms.
* Pole guide hoses are contained in a chain type carrier, installed on the side of the boom.
* Transfers from the end of the intermediate boom to the end of the upper boom and vice versa.
* The pole guide is installed on the transferable pole buddy flange assembly.

Qty. Description

* Protects both the pole guide and the boom from accidental damage caused by extending the upper boom while the pole guide is on the intermediate boom and tilted downward. Includes actuating plunger and two poppet valves.

1 Pole Claw Arms:
*Unique circular design of arms that handle poles up to 23 inch diameter.

1 Load Moment Limiter (Hydraulic Overload Protection) for Boom and Rotation systems:
* An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs. The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.
* Disables boom down, boom extend, winch up, and digger dig when boom lift or rotation senses an overloaded condition.
* The system is fully automatic relative to the operation and re-set functions.

Pressure Gauge with Color Zone Ring for Load Moment Limiter:
* A indicator gauge which provides an indicator when approaching maximum capacity.

1 Worm Gear Rotation:
* Provided by worm gear drive through reversible hydraulic motor. Worm gear drive powers a special design long life hardened "shear ball" ball bearing rotation gear.

1 X-Boost Option:
*Optional capacity control system for increased lifting capability at higher boom angles to meet customer specifications for 10' capacities.
*Increases capacities an average of 17% on C4000 Series Digger Derrick.
*Includes: Electric collector ring, wiring harness and XDPS component.

1 Customer Declined, Anti-Two Block.
* Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).

1 14,000 ft-lb Two Speed Digger With Hydraulic Shift (Mark IV):
* Planetary gear drive powered by reversible hydraulic motor.
* Telescopic trombone tube is provided to shift the two-speed digger hydraulically.

1 LH Auger Storage and Digger Hanger:
* Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.
* The auger stowage bracket stores up to a 24" diameter auger, in the standard position.
* Digger storage protection system to protect the auger storage cable from damage caused by over-winding. Oil from the digger system is returned to tank before the cable is over-stressed.

1 Nylon 1" flat webbing strap for auger roll-up.

1 Solid Hex Auger Shaft with Coupler:
* 60" long x 2-5/8" hex auger shaft with auger adjustment holes.

1 Pedestal:
* Square constructed pedestal has access holes for maintenance of hydraulic plumbing.

1 Allied Industrial Technologies MF60-2-4A hydraulic oil cooler with dual fans for derricks.

Qty. Description

1 Boom Stow Protection For Controls Above Rotation:
* Protects against damage from excessive down pressure by cutting off oil supply to the derrick.
* Includes a 2 channel electric collector ring.

1 Pump For Use (Required Approximate 120% PTO):
Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.
* Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.
* Provides up to 6 gallons per minute for tools at 700 rpm engine speed.
*Includes pump kit.
FOR GENERAL ONLY: With the use of Radio Controls.

1 Hydraulic Reservoir:
50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.
* A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow ball type shut off valve.
* Relief valves to protect the derrick circuits and digger-winch circuits.

1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)

1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)

** ALTERED FROM STANDARD **
1 Q1338 - High Pressure Code for Outriggers

** ALTERED FROM STANDARD **
1 Outrigger Controls for (2) Sets of Outriggers w/ (2) Aux Tool Outlets.
*EQR-477239

1 Outrigger Interlock:
* To operate the boom the outriggers must be extended.

** ALTERED FROM STANDARD **
1 Flow divider for each of the Aux Tool Outlets (2 total)
*Qty-2 - EQR-64745

1 Subframe constructed with an open center.

1 Tie Down Kit.

1 Remote Sensor Bracket:
* Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.

Qty.	Description
1	Terex Advanced Chassis Controller: * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics. * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test. * Programmable settings allow installer to customize/select options need for their application. * Screw terminal-type connections and enclosure to cover connections. * Recommended on Class 6 and above chassis with multiple outputs * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
1	American flag displayed on unit.
1	Factory Warranty
1	Clevis for two part line attachment.
1	Two Part Sheave Assembly with 12 ton capacity: * Two-part line attachment includes one snatch block.
	** ALTERED FROM STANDARD **
1	.
	BODY, INSTALLATION ** BODY INFORMATION **
1	144-inch Steel Flatbed w/ Saddle Pack Compartmentation & Accessories per attached spec.
1	Install Derrick Over Rear Axle And Install All Associated Components: * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
1	Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
1	Power take off with indicator light for automatic transmission.
1	DOT Inspection.
1	Set chassis parameters.
1	Back-up alarm to sound when the vehicle is shifted into reverse.
4	24" x 24" x 2" poly outrigger pads. * Includes outrigger pad storage.
4	Pendulum style retainer.
4	Rubber wheel chocks with eye bolt.

Qty.	Description
1	Igloo 3 gallon plastic water cask.
1	Mounting bracket for water cask for exterior mounting. Install rearward of curbside access steps
2	Cone holder bracket, fold down type with base. Install (1) on each front outrigger.
1	Grab handles as necessary for 3-point contact.
1	Wrap around steps on pedestal for command post application.
1	Installation of rear & side access steps included w/ body.
2	Mud flap with logo 30" tall. Note: Trim As-Required.
1	A mounting kit for over 45" flatbed frame height for a pair of mud flaps.
1	Hannay spring rewind grounding reel. Install under flatbed - rearward of curbside access steps
1	2/0 Yellow Electrical Cable used for grounding per ASTM F855-04: * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp. * Three point grounding system for grounding vehicle during work operations. * Cable must be fully removed from bracket before use. NOTE! Purchaser to verify this meets their company's requirements for fault current.
1	Grounding Loop Kit: * Consists of (2) grounding copper rings located one at front and one at rear.
1	Window guard constructed of angle and heavy duty flatten expanded metal mesh. Note: Attaches to the front of a 58" body.
1	Boom rest for Digger Derrick, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.
1	Front pole carrier kit bunk style with a ratchet with 2" wide webbing tie down strap to secure pole and pole bunk arm weldment.
1	Rear pole carrier assembly 20-24" bunk style, removable and bed mount.

Qty. Description

1 Digger Derrick dual position boom rest saddle.

1 Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.

1 Lighted license plate bracket kit with LED light.

2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.

1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
*Wired into On/Off swtich in cab.

1 Whelen LED 3.5" White Flash Light. (Pair)
*3 LED Clusters, 10 flash pattern.

2 Strobe and Golight mounting bracket.

2 Golight 20004 LED spotlight, hand held remote and white in color.

3 Truck-Lite 4" round LED work light.

Install (2) on the back of the boom rest (facing cargo area) & (1) on the back of the pedestal (facing tailshelf).

6 Maxxima 13-inch Lightbar
*Install locations to be clarified at drawing review.
Terex PN - 65369797

1 Glad Hand Kit, Swing Away:
*Requires tractor protection valve and air lines to the rear.

1 Tekonsha Voyager electric brake control.

1 One pair of rubber dock bumpers at rear.

1 Remote engine stop/start And two speed control from rear of vehicle.

1 15 ton pintle hook:
* Safety chain eyes.
"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

1 ICC rear bumper.

1 7-prong trailer socket.
NOTE: Stop & turn signal lights on combined circuit.

Qty.	Description
1	Oil tank mounting for external reservoirs.
1	Oil tank punched metal guard.
70	Fill with Hydraulic oil for general purpose use. * Refer to the product maintenance manual for specific type to be used.
1	Locking Dog Holder: Install on curbside of tailshelf
1	1 1/8" x 120' Samson, 2-IN-1 Stable Braid uncoated rope.
1	Crosby, Hook and Jam, Swivel, 8.5 ton w/Latch Assy.
2	Hannay spring loaded hydraulic hose reel with 4-way roller assembly with 50' of 1/2" Hose Set. * Quick disconnect HTMA male and female flush faced couplers and dust covers. * Installed on hose reel with ball stop. Install (1) on each side of center of tailshelf - payout to rear.
1	Safety Kit consists of the following: *10-lb ABC fire extinguisher with the use of 0092099 bracket. *James King triangle reflector kit.
1	Sight rods, 36" tall, flexible, orange, one pair.
1	Pro-Vision backup camera kit: Note: Camera only, 2.5 inch. Wire to chassis controller screen for use as rear view monitor.
1	Braden PD35A-35119-01 EB BUMP ER Hydraulic Sgl Spd, Front Mounted Bumper Winch Assembly Including: * 35,000-lb rated capacity. * Extended shaft to curb side for take-up reel with 2 speed gearbox. * Four way roller assembly * Tool Box * Tow Angle * Miscellaneous hose and fittings. NOTE: Requires a larger hydraulic tank on the Unit Model, if internal tank will require external tank.
1	Wire rope, 5/8" x 200', 6x19, one eye with thimble.
1	Collapsible Take-up Reel: * 4,000-lb maximum pulling force.

Qty.	Description
	* 20" diameter, 28" overall. * Bayonet style socket fits 2-7/16" shaft.
1	Winch control installed at front bumper and in-cab.
1	Shackle w/screw pin, 1 1/4" with 18 ton capacity.
1	Paint C4000 derrick one color.
1	Paint front winch one color.
1	Paint body floor with non-skid paint.
1	Paint compartment top with non-skid paint.
	CHASSIS
1	Customer Supplied Chassis: * Along with the purchase order the customer will be required to include a copy of the chassis specification intended for use and the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional costs may be incurred to meet those requirements. * Terex Utilities, Inc. requires a weight study analysis to insure chassis loading and stability. * Chassis's delivered to the installation facilities that do not meet minimum specification requirements will be noted at time of delivery and a suggested resolution will be provided back to the customer. * Reference Terex Customer Furnished Chassis Delivery Policy for additional instructions.
	SPECIAL CHARGES
1	Delivery to Customer.
	** ADDITIONAL INFORMATION **
1	Delivery from Factory (Watertown SD) to Bentonville AR.
1	First Article Inspection, Digital

Notes:

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included: Back-up Alarm $150.00; Strobe Light $525.00; Wheel Chocks $110.00; Outrigger Pads $200.00 to $650.00 (based on pad size & type); Truck Grounding Cable $550.00; Barricade Kit $895.00; Hydraulic Over Load Protection (derrick only, price will vary based on final option selection); Boom / Boom Stow Interlock $700.00; Engine Stop / Start $200.00 to $795.00 (based on unit model); Auxiliary Let Down $1500.00; and Platform Liner $380.00 to $625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
57201

Quotation Number	**13374**
For the attention of	**Mike Stolp**
	Terex
Customer:	**City of Bentonville**

DESCRIPTION

B&G Bodies Inc. 72" Line Body 46 inches high X 94 inches wide.
20 Inch compartment depth.
54 Inch bed area.
28 Inch top of floor to top of body.
16 Ga. Galvanneal body materials.
12 Ga. Hot rolled treadplate compartment tops.
Whale Tail Handle door latches 3-point.
Stainless steel rod and socket type door hinges.
Gas Cylinder door holders on all vertical hinged doors and
Double Panel Body Doors.
LED Rope light compartment lights in all body compartments with Weather Pack Connectors.
* Does not include Boxes or Tailshelf Compartments
* Lights Ship Loose.
Automotive Bulb Type Weatherstripping. **(Ship Loose)**
Front bulk head - Bolt on
Shelving / Hooks installed on DUAL Uni-Strut for infinate adjustment.

B&G Bodies Inc. 144" Treadplate Flatbed 94 inches wide.
12 Ga. Hot rolled Treadplate floor.
6" structural steel I-Beam crossmembers on 12" centers.
4" High Flat perimeter retainer around flatbed - hinged.
7-Lamp light bar installed at rear.

Tie Downs:
Four (4) Recessed Swivel D-Ring tie downs.

Streetside Compartmentation:

1st Vertical:
24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

2nd Vertical:

24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

3rd Vertical:
24 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

Curbside Compartmentation:

1st Vertical:
24 Inches wide with Five (5) material drawers.
Drawers are mounted on Roller Bearing Slides.
Each drawer has twist style T-Handle activating latches on each side of drawer.
Adjustable dividers installed in each drawer on 6" centers.

2nd Vertical:
24 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

3rd Vertical:
24 Inch wide Lift-up Gripstrut access steps to bed area.
* Chain Storage

Tool Box: (Bolt-On / Ship Loose)
One (1) -18" long X 18" high X 18" wide with dropdown side access door.

Expanded Metal Basket: (Bolt-On / Installed)
Two (2) - 72" long X 12" high X 20" wide.

Subframe Installation:
Install customer supplied subframe, with outriggers.
* Standard A-Frame Jacks

Possum Belly Storage:
Possum belly storage in Subframe with drop down door at rear
Hose Tunnel Pass Through cutout needed

Wheel Chock Storage:
Four (4) Each under body V-type. **(Ship Loose)**
* Pendulum Retainers.
* Bolt-on Style

Sidegate:
Removable 4" high Aluminum Tube retainer X full width of step area.

Cable Step: (Ship Loose)

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD

Two (2) Single Cable steps for installing at rear of body.

Belted Step: (Ship Loose)
One (1) Rubber Belted type step for installing at side access.

Grab Handles: (Bolt-On / Installed)
One (1) Bolt-On Type for installing at side access of body.
One (1) Pool type grab handles for installing at side access of body.
Two (2) Pool type grab handles for installing top of tailshelf.
Two (2) Mini pool type grab handles for installing top of tailshelf.

Paint:
Finish Paint Body and Inside of compartments Taffeta White.

KENWORTH

WALLWORK KENWORTH - FARGO (W060)
900 35TH ST N
FARGO, North Dakota 58102

TEREX UTILITIES
3140 15TH AVE SE
WATERTOWN, South Dakota 57201
United States of America

Shane Evenstad
Cell Phone: 7013718649
Office Phone: 7014767054
Email: shane.evenstad@wallworktrucks.com

Mike Stolp

Email: mike.stolp@terex.com

Vehicle Summary

Unit

Model:	T480 Series Conventional
Type:	FULL TRUCK
Description 1:	Bentonville Elec
Description 2:	39k

Application

Intended Serv.:	Construction: Vehicles used in the cons
Commodity:	Lumber.

Body

Type:	Service body.
Length (ft):	16
Height (ft):	13
Max Laden Weight (lbs):	4000

Trailer

No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0

Restrictions

Length (ft):	75
Width (in):	102
Height (ft):	13.5

Chassis

Fr Axle Load (lbs):	16000
Rr Axle Load (lbs):	23000
G.C.W. (lbs):	39000

Road Conditions:

Class A (Highway)	78
Class B (Hwy/Mtn)	20
Class C (Off-Hwy)	2
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	192
Overhang (in):	100
Fr Axle to BOC (in):	69.5
Cab to Axle (in):	122.5
Cab to EOF (in):	222.5
Overall Comb. Length (in):	332

Special Req.

U.S. Domestic registry, 50-state.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Model			
0000480	S	**T480 Series Conventional**	**10,386**
0071000	O	**T480 Aero Hood**	**0**
0080075	O	**Dealer/Customer declines engine w/CARB Idle** Emissions Reduction Feature.	**0**
0090161	O	**T480 Single Rear**	**0**
0098404	O	**State of Registry: Arkansas**	**0**
Engine & Equipment			
0130205	O	**PX-9 330 330@1750 1000@1200, 2021** With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	**0**
1000046	O	**EPA Emissions Warranty Engine**	**0**
1000151	S	**PremierSpec**	**0**
1000243	O	**Gearing Analysis: Performance** power before economy results.	**0**
1000250	O	**Customer's Typical Operating Spd: 58 MPH.**	**0**
1000684		**Effective VSL Setting NA**	**0**

Sales Code	Std/ Opt	Description	Weight
1000858	O	**Engine Idle Shutdown Timer Disabled**	0
1000859	O	**Enable EIST Ambient Temp Overrule**	0
1000891		**Eff EIST NA Expiration Miles**	0
1002060	S	**Air compressor: Cummins 18.7 CFM For Cummins And** PACCAR PX engines.	0
1041399	S	**Air Cleaner: MD Composite Engine Mounted**	0
1098003	S	**Air Restriction Indicator: Mechanical** Mounted on Air Cleaner.	0
1105231	S	**Fan Hub: Horton On/Off for PX-9 or L9N**	0
1121231	S	**Cooling Module: 2.1M MD - Aero Hood** 1000 Square Inches	0
1160205	O	**Bugscreen** Front of grille on 2.1M MD, C500 ,T800, T880, and W900. Behind grille on T680 and 1.9M MD.	2
1247229	S	**EXH: 2021 RH Under DPF/SCR with RH Horizontal** tailpipe below rail	0
1321102	S	**Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9** Fuel/water separator for 2021 and later engines.	0
1321200	S	**Run Aid:None** *For Fuel Filter	0
1321300	S	**Start Aid:None** *For Fuel Filter	0
1500029	O	**Kenworth Fuel Cooler** Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
1816260	S	**Alternator: PACCAR 160 amp, brush type**	0
1821215	O	**Batteries: 4 PACCAR GP31 threaded post (700-730)** 2800-2920 CCA dual purpose.	123
1836107	O	**Starter: PACCAR 90P47 12V with PACCAR PX-7**	0
1840066	O	**Cab Power Cutoff SW on Cab Floor** NFPA Compliant - Engine Shut off	2
1900996	O	**Jump start terminals under hood.**	0
1901018	S	**Remote PTO/Throttle, 12-Pin, 250K, Back of Cab** OR Back of Sleeper, J1939, Remote Control Provision	0
Transmission & Clutch			
2011228	O	**Transmission: Allison 3500RDS 5-speed**	399

Sales Code	Std/ Opt	Description	Weight
		w/PTO drive gear. Limited to 860 lb.-ft. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	
2323005	O	**Transfer Case: Meritor MTC-4210, 2 speed** Without PTO, Without Neutral. For use with Single RR Axle and Meritor FDA.	644
2406213	O	**Driveline: 3 Dana SPL140 with one centerbearing** and 1 SPL100 with no centerbearing to FDA for use with transfer case.	136
2410018	O	**Torque converter included w/Allison** Transmission.	0
2410204	O	**Allison Fuel Sense: Delete**	0
2410244	O	**J1939 Park Brake Auto Neutral**	0
2429378	O	**Customer installed transmission PTO in the LH** Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
2460021	O	**Oil to water cooler for transfer case to 8500** lb-ft.	13
Front Axle & Equipment			
2574007	O	**Meritor MX-120 Front Drive Axle Rated 16K 16.5X6** Q+	0
2590586	O	**Front Drive Axle Ratio: 5.86.**	0
2659007	O	**Front Brakes: included w/ front drive axles**	0
2659065	O	**Front dustshield: included w/ Meritor or Sisu** front drive axle.	0
2690050	O	**Front Brake drum included w/ front axles.**	0
2707003	O	**Front Hub: hub pilot 10 hole mount hub included** w/ Meritor front drive axles. 11.25 in. bolt circle.	0
2748550	O	**Front Axle Oil Seal: included w/ axle or brakes.**	0
2750900	O	**Hubcaps included w/ front axle.**	0
2769000	O	**Slack Adjusters included w/ front axle or brake.** Also use w/ disc brakes.	0
2864060	O	**Front Springs: Taperleaf 16K w/shock absorbers.** For use on medium duty with FDA only.	23
2895096	O	**Single power steering gears: 16K.**	20
Rear Axle & Equipment			
3042160	S	**Single Meritor R23-160 rear axle rated at 23K.**	0
3200563	S	**Rear Axle Ratio - 5.63.**	0
3350007	O	**Single Rear Brakes 16-1/2x7 in. Meritor Q-Plus**	8

Sales Code	Std/ Opt	Description	Weight
		extended service S-cam.	
3392001	O	**Single Rear Brake heavy duty Brake Drums: cast.** Use HD Gunite Drum when single axle with GAWR over 23,000 lbs is selected.	0
3403220	S	**Single Rear Hubs: Iron hub pilot 11-1/4 in. bolt** circle.	0
3441971	S	**ConMet PreSet Plus Hub package; single rear axle.**	0
3465001	S	**Single Rear axle automatic slack adjusters.**	0
3485007	S	**Spring Brake: 3030 long stroke single 3 in.** travel. Helps keep brakes in adjustment longer.	0
3495226	S	**Bendix 4S/4M anti-lock brake system.**	0
3531000	O	**Wheel Differential Lock for Dana Spicer Axle** P22060S; changes S to D to the axle part number.	15
3656428	O	**Rear suspension: single Reyco 79KB multileaf 26K.** 2.1M medium duty FDA only. Without helper spring. Unladen height: 15.1 in. Laden height: 12.7 in. Not rear air disc brake compatible.	90
3836315	S	**Bolted rear suspension crossmembers for Reyco** 79KB. Replaces medium duty standard.	0
Tires & Wheels			
4077537	O	**Front tires: Bridgestone M870 315/80R22.5 20PR** All Position	94
4279059	O	**Rear Tires: Bridgestone R268 Ecopia 11R22.5 16PR** 41.5 in. diameter, all position. F-side wall protector bar. 19.5 in. SLR.	36
4900004	O	**Rear Tire Quantity: 4**	0
5042285	O	**Front Wheel: Accuride 50344 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount.heavy-duty 5 hand-hole hub pilot mount.	20
5242285	O	**Rear Wheel: Accuride 50344 22.5x8.25 steel** Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	40
5853906	O	**Powder coat white steel wheel. Use in conjunction** with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900004	O	**Rear Wheel/Rim Quantity: 4**	0
Frame & Equipment			
6054410	O	**Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to** 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is	150

Sales Code	Std/ Opt	Description	Weight
		required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	
6302460	O	**Bumper: Tapered painted steel channel.** Requires a bumper setting code.	65
6319040	S	**40 in. Bumper setting. Requires a bumper code.**	0
6321010	S	**Front tow loops: Two**	0
6400644	S	**Battery box cantilever aluminum BOC with smooth** natural finish aluminum cover.	19
6409716	O	**Ladder-type step RH under cab below battery box** or toolbox or DPF - SCR.	11
6409902	S	**Battery box location: RH Side.**	0
6451125	S	**DPF/SCR box natural end plates and natural** cover.	0
6490139	S	**Heavy-duty one-pc aluminum intermediate/fill-in** crossmember.	0
6490433	S	**Heavy-duty 5-piece rear cab support, hucked** assembly. Huck fastened to frame.	0
6679823	O	**Dealer to review delivery restrictions w/** transporter. Units equipped with transfer case.	0
6679856	O	**Final end-of-frame cut-off dimension will be** modified to less than or equal to 45 in.	0
6721102	S	**Rear mudflap arms: Betts B-25 standard-duty,** straight. Includes B1732 mounting brackets as standard.	0
6722000	S	**Rear mudflap shields: White plastic antisail w/** Kenworth logo.	0
6742009	S	**Square end-of-frame w/o crossmember; non-towing.**	0
Fuel Tanks & Equip			
7140050	S	**50 US gallon D-Shape rectangular aluminum under** fuel tank, replace. With non-slip step.	22
7722173	O	**Large DEF tank, 15 gallons.**	26
7839715	O	**Ladder-type step below fuel tank under cab - LH** side.	9
7889203	O	**DEF to fuel fill ratio 2:1 or greater.**	0
7889614	O	**DEF tank location is LH BOC. For 2.1M medium duty**	0
7920050	S	**Location: 50 gal fuel tank LH under cab**	0
Cab & Equipment			
8024311	S	**Cab: Stamped aluminum with curved windshield** LED markers. Requires seperate roof code.	0
8090155	O	**Hood: Med Aero w/ Chrome Crown**	0

Sales Code	Std/ Opt	Description	Weight
8108011	S	**Cab HVAC - Day Cab and 40in Sleeper** System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8201013	S	**Steering wheel: 18 in. 4-spoke.**	0
8201200	S	**Adjustable telescoping tilt steering column.**	0
8203060	O	**5 sets of keys. Replaces standard 2 sets of keys.**	0
8205052	O	**PTO air control: On dash w/indicator light.**	0
8205053	O	**PTO air control: Toolbox mounted LH of rider** seat for customer-installed PTO. Park brake interlock to prevent PTO engagement unless brake is engaged is available on T680/T880	11
8205118	O	**Information for customer-installed PTO Chelsea** 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	0
8205177	O	**Dash Switch: 1st Allison-mntd PTO.** Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8205283	O	**Info for C/I PTO: Chelsea 10 Bolt**	0
8282024	S	**Main Instrument Package: 7" Digital Display** Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
8291011	O	**Warning Light and Audible: Drivers Side Seatbelt** A telltale and audible warning activates when vehicle speed > 10 mph and driver side seatbelt is not buckled.	0
8330591	S	**Interior Trim Package: 2.1M MD Gray Foam** Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
8410101	S	**Driver Seat: KW Air Seat IB Vinyl w/o Armrests** /Susp Cover	0
8480201	S	**Rider Seat: KW Toolbox Seat IB Vinyl w/o Armrests**	0
8698970	S	**No Radio Or Speakers Selected: No Prewire & No** Antenna Wiring. Not w/ Smart Wheel.	0
8700196	S	**Turn Signal: Self-Cancelling**	0
8700283	S	**LH and RH Trip Ledge Rain Deflectors**	0

Sales Code	Std/ Opt	Description	Weight
8800272	O	**Grabhandle: RH, Exterior, Side of Cab - Ergonomic** Grab Handle Mounted To The Right Hand Exterior Of The Cab For Entry and Exit.	3
8800402	S	**Dual Cab Interior Grabhandles: A Pillar Mounted** Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	**Kenworth Daylite Door with standard LH/RH** electric door locks and LH/RH electric window controls.	0
8841411	S	**Single air horn under cab.**	0
8850139	S	**Look-Down, Pass. Door, Black 11x6**	0
8850812	O	**Mirror: LH Hood Mounted, Round Convex, Chrome**	4
8850813	O	**Mirror: RH Hood Mounted, Round Convex, Chrome**	4
8850842	S	**Mirror Shell: Dual Aero In-Mold Black**	0
8860853	S	**Mirror: Dual KW Aero Rear View** Non-Motor, Non-Heated with Integral CX	0
8871446	S	**Rear cab stationary window 19in x 36in**	0
8890101	S	**One-piece bonded-in windshield with curved glass.** Standard.	0
8890874	O	**Kenworth Cab Air Suspension.**	0
8891011	O	**Roof: Raised Profile, Stamped Aluminum w/** Additional Head Room & Interior Overhead Storage	0
Lights & Instruments			
9010813	O	**Headlamps: Single Halogen Complex Reflector w/** Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0
9010951	O	**Daytime Running Lights Located in Bumper.** Driven by Chassis Height.	3
9020101	S	**14-Pin RP170 Body Lighting Connector.**	0
9022137	S	**Marker Lights: Five, rectangular, LED**	0
9030052	S	**LED Stop,Turn,Tail: With Two LED** Backup Lights and With An LED License Plate.	0
9090115	O	**Reflectors: Two Midframe**	0
Air Equipment			
9101218	S	**Air Dryer: Bendix AD-HF Puraguard Heated**	0
9108001	S	**Moisture ejection valve w/ pull cable drain.**	0
9140020	S	**Nylon air tubing in frame & cab, excluding hoses** subject to excessive heat or flexing.	0

Sales Code	Std/ Opt	Description	Weight
Extended Warranty			
9200002	O	**Base Warranty - Severe Service** 12 months / 50,000 miles / 80,000 km.	0
9200008	S	**Base Warranty - PACCAR PX-9 Engine** 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9220001	O	**Base Warranty: Emissions** 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous			
9409852	O	**GHG Secondary Manufacturer: Does Not Apply**	0
9491659	S	**VMUX Architecture**	0
Promotions			
Paint			
9700000	O	**Paint color number(s).** N9702 A - L0006 WHITE N9770 BUMPER L0006 WHITE N9720 FRAME N0001 BLACK	0
9943001	O	**Bumper Painted Color A**	0
9943050	S	**Day Cab Standard Paint**	0
9944820	S	**1 - Color Paint - Day Cab** Color will be White if no other color is specified.	0
9965510	S	**Base coat/clear coat.** The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Order Comments

Total Weight 12,378

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TEREX UTILITIES, INC., FOR THE PURCHASE OF A C4047 DIGGER DERRICK, FOR THE BENTONVILLE ELECTRIC DEPARTMENT, THROUGH THE SOURCEWELL COOPERATIVE CONTRACT 110421-TER; IN THE AMOUNT OF FOUR HUNDRED THREE THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS ($403,248.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING, AMENDING THE 2022 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Department needs a Digger Derrick for utility operations;

WHEREAS, the Electric Department can utilize pricing from the Sourcewell cooperative purchasing contract as well as a quote for the chassis from the same vendor at a competitive price; and

WHEREAS, Sourcewell is a cooperative purchasing source that utilizes competitive proposals to obtain pricing that is in the best interests of buyers and therefore competitive bidding is unnecessary.

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 for the purchase of a C4047 Digger Derrick for the Bentonville Electric Department through Sourcewell Cooperative Contract 110421-TER in the amount of four hundred three thousand two hundred forty-eight dollars ($403,248.00);

Section 2: Because this purchase is being made through a cooperative purchasing contract, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: That the 2022 Budget is hereby amended as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47313	Underground Primary		$ 43,248.00
503010 - Electric	47420	Vehicles	$ 43,248.00	
		Totals	$ 43,248.00	$ 43,248.00
		Net Impact on Fund Balance	$	-

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**9.13.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a Budget Adjustment in the amount of $38,815.70 to Jackson, Brown, Paulculict (JBP) Architects for the increased cost of the Station 3 expansion and remodel. JBP's contract is on a percentage base (7.25%) of the total cost of construction ($1,285,389.00). This budget adjustment will be taking $38,815.70 from Capital Vehicles to Capital Building.

Estimated Cost	**$38,815.70**
Is this Item Budgeted?	☐ Yes ☑ No

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

The architect services was budgeted and awarded in 2021 at a total cost of $750,000.00. The total cost of the project is $1,285,389.00.

Budget Adjustment Request

Date of City Council Meeting	**09.13.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271.5927**

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

With the increased cost of the Station 3 project, the total cost of the architects fees have increased.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102020	**47420**	**Capital Vehicle**		**$ (38,815.70)**
102020	**47210**	**Capital Building**		**$ 38,815.70**
		Totals	**$ -**	**$ -**
		Net Impact on Fund Balance	**$ -**	

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 9.13.2022

Re: Budget Adjustment for Jackson, Brown, Palculict (JBP) Architects

---

Original budget for Station 3 was $750,000.00, this amount is what the Architects fees were based upon, and the contract with JBP was previously approved for $54,375.00 (7.25% of construction cost). The actual bid for the project was $1,285,389.00 and was accepted by Council on 7.26.2022.

With the increased cost to Station 3, the architect fees have increased. To fulfill the Architects contract for their services on Station 3, we need to increase their purchase order by $38,815.70, for a total fee of $93,190.70

We will transfer $38,815.70 from Capital Vehicles to Capital Building – JBP's blanket PO for their services.

Thank you for your consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-EIGHT THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND SEVENTY CENTS ($38,815.70); FROM ACCOUNT #2020-47420, CAPITAL VEHICLE, TO ACCOUNT #2020-47210, CAPITAL BUILDING, IN ORDER TO FUND ADDITIONAL ARCHITECT COSTS FOR THE FIRE DEPARTMENT STATION 3 PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, a budget adjustment in the amount of thirty-eight thousand eight hundred fifteen dollars and seventy cents ($38,815.70) is necessary in order to fund additional architectural costs for Fire Department Station 3 renovations; and

WHEREAS, this budget adjustment will be made with a transfer of funds from Fire Department Capital Vehicle to Fire Department Capital Buildings.

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

Section 1: The 2022 Budget is amended to appropriate thirty-eight thousand eight hundred fifteen dollars and seventy cents ($38,815.70) as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	47420	Capital Vehicle		$ (38,815.70)
102020	47210	Capital Building		$ 38,815.70
		Totals	$ -	$ -
		Net Impact on Fund Balance	$ -	

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

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 declare (4) MedEng protection bomb suits (without helmets) and (5) Safariland Protect Body Armor as surplus property. The bomb suits have been expired since 2019 and body armor since 2018. The items were purchased through a FY12 Department of Homeland Security grant sponsored by Faulkner County. The City of Bentonville initially purchased the products, but upon receipt, the City of Bentonville was reimbursed ALL expenses from Faulkner County. ****Since these items can no longer be used for real incidents, the FBI Hazardous Devices School will take them for the purpose of training new bomb technicians attending the school. The FBI Hazardous Device School is located in Huntsville, Alabama and is the only school in the country that trains and certifies all public safety bomb technicians.
***MedEng Bomb Suit Serial Numbers: F483891, F418761, F483889, and F418746**
***Safariland Protech Body Armor: 13030893, 13030894, 13030890, 13030888, 13030886**

Estimated Cost	**0**
Is this Item Budgeted?	☐ Yes ☑ No

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

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY; AUTHORIZING FOR ITS DISPOSAL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that certain protection bomb suits and body armor items are no longer used by the City of Bentonville Police Department, specifically:

MedEng Bomb Suit Serial Numbers: F483891, F418761, F483889, F418746
Safariland Protech Body Armor Serial Numbers: 13030893, 13030894, 13030890, 13030888, 13030886

WHEREAS, these bomb suits have been expired since 2019 and the body armor since 2018;

WHEREAS, four (4) MedEng protection bomb suits (without helmets) and five (5) Safariland Protect Body Armor items were purchased through a FY12 Department of Homeland Security Grant sponsored by Faulkner County, the City of Bentonville initially purchased the items but upon receipt the City of Bentonville was reimbursed all expenses from Faulkner County;

WHEREAS, upon being approved and declared as surplus, these bomb suits and body armor items will be donated to the FBI Hazardous Devices School for the purpose of training new bomb technicians attending the school located in Huntsville, Alabama;

WHEREAS, surplusing these bomb suits and body armor items represents a responsible and safe disposition of bomb suit and body armor equipment and saves the city the costs associated with further handling of the items, while also assisting the FBI Hazardous Device School which is the only school in the country that trains and certifies all public safety bomb technicians; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. §14-54-302(3)(B).

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

Section 1: The Bentonville Police Department may dispose of certain protection bomb suits and body armor items;

MedEng Bomb Suit Serial Numbers: F483891, F418761, F483889, and F418746

Safariland Protech Body Armor Serial Numbers: 13030893, 13030894, 13030890, 13030888, 13030886

Section 2: A record of all items that are disposed of shall be maintained;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a budget adjustment to recognize and accept a donation of $2500.00 to the Bentonville Police Department from the American Association of Physicians of Indian Origin. These funds will be used to purchase additional medical equipment for officers.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment Request

Date of City Council Meeting	**9/13/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

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

Budget adjustment to recognize and accept a donation of $2500.00 to the Bentonville Police Department from the American Association of Physicians of Indian Orgin. These funds will be used to purchase additional medical equipment for officers. All funds were received on Auust 20, 2022.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102010	37010	Misc. Donation	$ 2,500.00	
102010	42830	Misc Expenses		$ 2,500.00
		Totals	$ 2,500.00	$ 2,500.00
		Net Impact on Fund Balance	$	-

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

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE AND ACCEPT A DONATION FROM AMERICAN ASSOCIATION OF PHYSICIANS OF INDIAN ORIGIN TO THE CITY OF BENTONVILLE POLICE DEPARTMENT, IN THE AMOUNT OF TWO THOUSAND FIVE HUNDERD DOLLARS ($2,500.00); USING SAID DONATION FOR PURCHASE OF ADDITIONAL MEDICAL EQUIPMENT FOR OFFICERS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Police Department has received a donation from the American Association of Physicians of Indian Origin on August 20, 2022; and

WHEREAS, the City of Bentonville Police Department received two thousand five hundred dollars ($2,500.00) which was donated to purchase additional medical equipment for officers.

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

Section 1: That the donation from the American Association of Physicians of Indian Origin, in the amount of two thousand five hundred dollars ($2,500.00), is accepted for use by the Bentonville Police Department and will be used to purchase additional medical equipment for officers;

Section 2: The 2022 Budget is adjusted as shown below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37010	Misc. Donation	$ 2,500.00	
102010	42830	Misc Expenses		$ 2,500.00
		Totals	$ 2,500.00	$ 2,500.00
		Net Impact on Fund Balance	$	-

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this ____ day of_____, 2022.

ATTEST:

KIRBY ROMINES, City Clerk

APPROVED:

_____

STEPHANIE ORMAN, Mayor

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a budget adjustment to recognize and accept reimbursement funds for training in the amount of $7,502.15. These funds will be transferred from the Police Miscellaneous Income account (#102010-37520) back to the Bentonville Police Department's Travel and Training account (#102010-45810). This training was reimbursed from Benton County, per an approved DHS grant, for (4) bomb technicians to attend the IABTI training in New Orleans, LA from July 17-22, 2022. Attachment- copy of check from Benton County Treasurer.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment Request

Date of City Council Meeting	**9/13/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

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

Resolution approving a budget adjustment to recognize and accept reimbursement funds for training in the amount of $7,502.15. These funds will be transferred from the Police Miscellaneous Income account (#102010-37520) back to the Bentonville Police Department's Travel and Training account (#102010-45810). This training was reimbursed from Benton County, per an approved DHS grant, for (4) bomb technicians to attend the IABTI training in New Orleans, LA from July 17-22, 2022. Attachment- copy of check from Benton County Treasurer.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
102010	37520	Miscellaneous Income	$ 7,502.15	
102010	37520	Miscellaneous Income	$ (7,502.15)	
102010	45810	Travel and Training		$ 7,502.15
		Totals	$ -	$ 7,502.15
		Net Impact on Fund Balance	$	(7,502.15)

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

Benton County, Arkansas

215 E. Central Avenue, Box 4 • Bentonville , AR 72712 • 479-271-1002

Date: 08/25/2022

Vendor Invoice	Description	County Ref. #	Invoice Date	Total
23325	3602 - REIMBURSE TRAINING COSTS - IABTI TRAINING IN	I22-010328	08/23/2022	7,502.15

endor: 1179 CITY OF BENTONVILLE

Net Amount: $ 7,502.15

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT TO RECOGNIZE AND ACCEPT REIMBURSEMENT IN THE AMOUNT OF SEVEN THOUSAND FIVE HUNDRED TWO DOLLARS AND FIFTEEN CENTS ($7,502.15) INTO ACCOUNT #102010-45810, TRAVEL AND TRAINING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Police Department has been reimbursed from Benton County, per an approved DHS grant, for four (4) bomb technicians to attend the IABTI training in New Orleans, LA from July 17-22, 2022; and

WHEREAS, the City of Bentonville Police Department received a reimbursement check in the amount of seven thousand five hundred two dollars and fifteen cents ($7,502.15).

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

Section 1: That the reimbursement from Benton County regarding the IABTI Training, in the amount of seven thousand five hundred two dollars and fifteen cents ($7,502.15) is accepted for use by the Bentonville Police Department;

Section 2: The 2022 Budget is adjusted to recognize the funds will be transferred from the Police Miscellaneous Income Account (#102010-37520) into account #102010-45810, Travel and Training Account;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**479-271-3170**

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 award Bid IFB-22-69 (Re-Bid) , for the site work and development for the Police Training Facility, to the lowest responsible and responsive Bidder, Crowder Construction, Inc. in the amount of $562,630.17 per the unit price Bid Tabulation attached.

Estimated Cost	**$562,630.17**
Is this Item Budgeted?	☐ Yes ☐ No

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

2021 Bond Project.

BID TABULATION

JOB: Police Training Facility
DESCRIPTION:
JOB NO.: 21111400-00
DATE:

ITEM NO.	DESCRIPTION OF ITEMS	CONTRACT QUANTITY	UNIT	Milestone Const Co, LLC UNIT PRICE	Milestone Const Co, LLC TOTAL	Legacy Construction Management, Inc UNIT PRICE	Legacy Construction Management, Inc TOTAL	Emery Sapp & Sons, Inc UNIT PRICE	Emery Sapp & Sons, Inc TOTAL	Crowder Construction, Inc UNIT PRICE	Crowder Construction, Inc TOTAL	Clinard Construction Management, Inc UNIT PRICE	Clinard Construction Management, Inc TOTAL
1.0	Clearing and Grubbing	1	LS	$ 30,882.19	$ 30,882.19	$ 17,870.00	$ 17,870.00	$ 106,000.00	$ 106,000.00	$ 22,497.68	$ 22,497.68	$ 28,443.00	$ 28,443.00
2.0	On Site Excavation and Compaction	9640	CY	$ 12.60	$ 121,464.00	$ 31.75	$ 306,070.00	$ 11.90	$ 114,716.00	$ 6.19	$ 59,671.60	$ 12.18	$ 117,415.20
3.0	Offsite Import Placement and Compacation	850	CY	$ 30.75	$ 26,137.50	$ 38.10	$ 32,385.00	$ 30.60	$ 26,010.00	$ 22.57	$ 19,184.50	$ 28.54	$ 24,259.00
4.0	12" HDPP	16	LF	$ 168.33	$ 2,693.28	$ 82.55	$ 1,320.80	$ 106.25	$ 1,700.00	$ 123.55	$ 1,976.80	$ 156.20	$ 2,499.20
5.0	12" HDPP FES	2	EA	$ 1,082.70	$ 2,165.40	$ 889.00	$ 1,778.00	$ 594.00	$ 1,188.00	$ 794.68	$ 1,589.36	$ 1,004.69	$ 2,009.38
6.0	18" HDPP	39	LF	$ 108.00	$ 4,212.00	$ 101.60	$ 3,962.40	$ 127.00	$ 4,953.00	$ 79.27	$ 3,091.53	$ 100.22	$ 3,908.58
7.0	18" HDPP FES	1	EA	$ 1,804.38	$ 1,804.38	$ 1,016.00	$ 1,016.00	$ 756.00	$ 756.00	$ 1,324.38	$ 1,324.38	$ 1,674.38	$ 1,674.38
8.0	4'x4' Box Style Outlet Structure	1	EA	$ 13,084.77	$ 13,084.77	$ 8,255.00	$ 8,255.00	$ 9,116.00	$ 9,116.00	$ 9,603.93	$ 9,603.93	$ 12,141.95	$ 12,141.95
9.0	6" Class 7 Base	5800	SY	$ 8.98	$ 52,084.00	$ 10.16	$ 58,928.00	$ 11.50	$ 66,700.00	$ 8.79	$ 50,982.00	$ 11.12	$ 64,496.00
10.0	6" Concrete Pavement	940	SF	$ 36.70	$ 34,498.00	$ 38.17	$ 35,879.80	$ 15.00	$ 14,100.00	$ 26.03	$ 24,468.20	$ 20.04	$ 18,837.60
11.0	Bullet Trap Foundation	1674	SF	$ 27.77	$ 46,486.98	$ 30.35	$ 50,805.90	$ 27.00	$ 45,198.00	$ 27.53	$ 46,085.22	$ 36.46	$ 61,034.04
12.0	Erosion Control	1	LS	$ 24,766.21	$ 24,766.21	$ 6,350.00	$ 6,350.00	$ 25,000.00	$ 25,000.00	$ 31,543.52	$ 31,543.52	$ 39,879.51	$ 39,879.51
13.0	Mobilization (5% Max of All Other Items)	1	LS	$ 24,760.21	$ 24,760.21	$ 41,034.34	$ 41,034.34	$ 30,000.00	$ 30,000.00	$ 17,880.51	$ 17,880.51	$ 16,256.06	$ 16,256.06
14.0	Chain Link Fence	1350	LF	$ 67.16	$ 90,666.00	$ 64.14	$ 86,589.00	$ 67.60	$ 91,260.00	$ 82.36	$ 111,186.00	$ 86.77	$ 117,139.50
15.0	Chain Link Drive Gate with Knox Box	20	LF	$ 124.88	$ 2,497.60	$ 119.26	$ 2,385.20	$ 126.00	$ 2,520.00	$ 270.60	$ 5,412.00	$ 285.09	$ 5,701.80
16.0	Pedestrian Safety Gate	5	LF	$ 154.00	$ 770.00	$ 147.07	$ 735.35	$ 155.00	$ 775.00	$ 295.20	$ 1,476.00	$ 311.01	$ 1,555.05
17.0	Sidewalk	490	SY	$ 81.70	$ 40,033.00	$ 91.44	$ 44,805.60	$ 70.00	$ 34,300.00	$ 177.89	$ 87,166.10	$ 133.32	$ 65,326.80
18.0	2" Topsoil Placement Level Lawn	765	CY	$ 23.94	$ 18,314.10	$ 55.88	$ 42,748.20	$ 18.00	$ 13,770.00	$ 17.58	$ 13,448.70	$ 22.23	$ 17,005.95
19.0	6" Topsoil Placement Berm Lawn Areas	550	CY	$ 52.83	$ 29,056.50	$ 76.20	$ 41,910.00	$ 54.00	$ 29,700.00	$ 38.78	$ 21,329.00	$ 49.04	$ 26,972.00
20.0	Hydro Seeding	121436	SF	$ 0.14	$ 17,001.04	$ 0.36	$ 43,716.96	$ 0.10	$ 12,143.60	$ 0.23	$ 27,930.28	$ 0.30	$ 36,430.80
21.0	2.5" Caliper B&B Swamp White Oak	2	EA	$ 622.44	$ 1,244.88	$ 635.00	$ 1,270.00	$ 1,400.00	$ 2,800.00	$ 1,691.25	$ 3,382.50	$ 2,138.20	$ 4,276.40
22.0	2.5" Caliper B&B Tulip Tree	1	EA	$ 654.36	$ 654.36	$ 635.00	$ 635.00	$ 1,400.00	$ 1,400.00	$ 1,400.36	$ 1,400.36	$ 1,770.42	$ 1,770.42
				Milestone Const Co, LLC		Legacy Construction Management,		Emery Sapp & Sons, Inc		Crowder Construction, Inc		Clinard Construction Management, Inc	
				Estimate	$ 585,276.40	**Bid**	**$ 830,450.55**	Bid	$ 634,105.60	Bid	$ 562,630.17	Bid	$ 669,032.62

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

September 1, 2022

Mr. Ray Shastid
Police Chief
City of Bentonville
908 SE 14th Street
Bentonville, AR 72712

RE: City Bid # 22-69
Police Training Facility
CTA No. 21111400

Dear Chief Shastid,

Bids received during the August 23, 2022 bid opening for the above referenced project are listed below. All bid totals have been checked and tabulated. Corrections were made to the bid totals due to minor math errors in the bid amounts that were read during the bid opening. These corrections had no impact on the outcome, and the final corrected numbers are shown below:

Crowder Construction, Inc.	**$ 562,630.17**
Emery Sapp & Sons, Inc.	$ 634,105.60
Milestone Construction Company, LLC	$ 585,276.40
Legacy Construction Management, Inc.	$ 830,450.55
Clinard Construction Management, Inc.	$ 669,032.62
Engineer's Estimate	$ 431,173.66

We recommend acceptance of the low bid of $562,630.17 given by Crowder Construction, Inc. The complete bid tabulation is attached for your use. If you have any questions prior to awarding the contract, please feel free to call at your convenience.

Sincerely,

CRAFTON TULL

[redacted]

Daniel P. Ellis, P.E.
Senior Vice President

Enclosure (1)

July, 2022

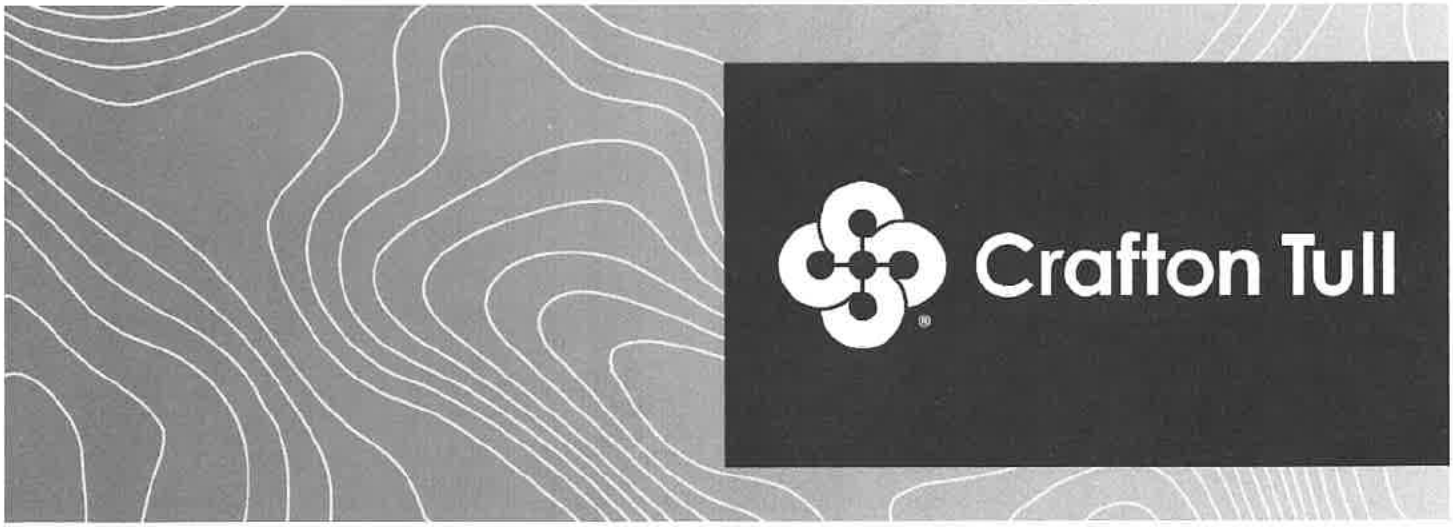
GENERAL REQUIREMENTS AND TECHNICAL SPECFICATIONS

Prepared for:

POLICE TRAINING FACILITY

Submitted to:
City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas 72712

CT JOB NO. 21111400



Prepared by: Crafton Tull

901 N 47th Street, Suite 400 | Rogers, AR 72756 | 479-636-4838 | www.craftontull.com

GENERAL REQUIREMENTS
&
TECHNICAL SPECIFICATIONS
FOR
POLICE TRAINING FACILITY
BENTONVILLE, ARKANSAS

Prepared by:
Crafton Tull & Associates, Inc.
Architects, Engineers and Surveyors
901 N 47th Street, Suite 400
Rogers, AR 72756

July 2022

CTA Project No. 21111400

PROJECT ENGINEER:
Daniel Ellis, P.E.
Crafton, Tull & Associates, Inc.

Civil Engineer of Record

TABLE OF CONTENTS – CIVIL
POLICE TRAINING FACILITY

DIVISION 01 - GENERAL REQUIREMENTS

C111	Advertisement for Bid
C200	Instruction to Bidders
C410	Bid Form for Construction Contract
C435	Bid Bond for Damages Form
C510	Notice of Award
C520	Agreement Between Owner and Contractor for Construction
C550	Notice to Proceed
C610	Performance Bond
C612	Warranty Bond
C615	Payment Bond
C620	Application for Payment
C625	Certificate for Supplemental Conditions
C626	Notice of Acceptability
C700	General Conditions
C800	Supplementary Conditions

DIVISION 31 - EARTHWORK

310000	Site Demolition
311000	Site Clearing
312000	Earthwork
312200	Excavation, Backfill & Compaction for Structures
312400	Excavation, Backfill & Compaction for Pavement
312600	Aggregate Materials
312700	Soil Stabilization
312800	Erosion and Sedimentation Control (Including SWPPP)
	SWPPP Report

DIVISION 32 – EXTERIOR IMPROVEMENTS

321333	Curbs and Sidewalks
323113	Chain Link Fences and Gates (Site)
329200	Turf and Grasses
329300	Planting

DIVISION 33 – UTILITIES

334100	Storm Drainage

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

FOR PUBLICATION

PUBLICATION DATES: JULY 24, 2022; JULY 31, 2022

NOTICE TO BIDDERS
POLICE TRAINING FACILITY
ADJUSTMENT OF SCOPE SINCE ORIGINAL SOLICITATION
Invitation For Re-Bid (IFB)-22-69

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, experienced, licensed and insured Contractors for the construction, including the supply of necessary labor, materials and equipment, for Police Training Facility for the City of Bentonville

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidders shall adhere to the bonding requirements as specified in the IFB-22-69 Bidding Documents.

There will be an OPTIONAL Virtual Pre-Bid Meeting held on August 10, 2022 at 10:00 AM CST via Zoom virtual meeting. The Pre-Bid Meeting is not required to be eligible to submit a bid; however, is highly encouraged to review the Scope of Work. The information to join the virtual meeting is:
Topic: IFB-22-69 Optional Pre-Bid Meeting
Join from PC, Mac, Linux, iOS or Android:
https://bentonville.zoom.us/j/89328787811?pwd=WlA4cGN1Umhmclp3YkRvUzFYcFdFQT09
Password: 673335
Or Telephone:
Dial:
USA 720 514 4182
USA 8883405470 (US Toll Free)
Conference code: 245357

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The awarded Bidder will be required to furnish Performance and Payment Bonds at the time of signing the Contract in amounts equal to the Total Bid Price.

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. 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.

There will be a Public Bid Opening for IFB-22-69 held at 2:00PM CST on Tuesday, August 23, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions, unsigned Submissions and Submissions which do not contain the required Bid Bond will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is August 17, 2022, at 4:30PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Defined Terms 1

Article 2— Bidding Documents 1

Article 3— Qualifications of Bidders 2

Article 4— Pre-Bid Conference 3

Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site 3

Article 6— Bidder's Representations and Certifications 5

Article 7— Interpretations and Addenda 6

Article 8— Bid Security 6

Article 9— Contract Times 6

Article 10— Substitute and "Or Equal" Items 7

Article 11— Subcontractors, Suppliers, and Others 7

Article 12— Preparation of Bid 7

Article 13— Basis of Bid 8

Article 14— Submittal of Bid 9

Article 15— Modification and Withdrawal of Bid 9

Article 16— Opening of Bids 10

Article 17— Bids to Remain Subject to Acceptance 10

Article 18— Evaluation of Bids and Award of Contract 10

Article 19— Bonds and Insurance 11

Article 20— Signing of Agreement 11

Article 21— Sales and Use Taxes 12

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Bidders may obtain the Bidding Documents as described in the Invitation for Bid by contacting the City of Bentonville Purchasing Department or direct download from the Purchasing Page on the City's website. Bidders are strongly encouraged to notify the Purchasing Department that they have downloaded the plans in order to be registered as an official planholder to ensure they are on the distribution list for Addenda and/or Q&A. Bidders may rely that sets of Bidding Documents obtained from the Purchasing Department are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by the Owner.

2.04 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader latest version. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

1. Electronic Documents that are available in native file format include:

a. **AutoCAD DWGs of plans sheets**

2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.

3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.

4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. At least three (3) references from within the last two (2) years. References provided must be from the performance of the same or similar type work as described herein. The Owner reserves the right to contact reference provided and use the information obtained in the evaluations of the Bidder's Bid submission.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.02 *A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.*

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **N/A**

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

A. Bidder is allowed to make arrangements to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit can be scheduled upon request. Maps to the Site will be made available upon request.

C. Bidders visiting the Site are required to arrange their own transportation to the Site.

D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Crafton Tull Engineer of Record. Bidder must conduct the required Site visit during normal working hours.

E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner in writing. All questions are to be submitted via email to purchasing@bentonvillear.com

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract unless otherwise outlined in the project specifications.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 If requested by the Owner, the apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of all Subcontractors or Suppliers proposed within five days after Bid opening.

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.02 *Allowances*

A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 Bid Document Mistakes: the bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid, unless the mistake is determined to be non-judgmental by the purchasing manager. Failure to complete the entire bid accurately may result in declaring

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the bid as non-responsive and the bid may be rejected. Bids may be withdrawn by the bidder after submission for revisions or modifications at any time prior to the deadline for receipt of bids (or bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the bidding documents, hand delivered or mailed communication. After bids are opened, they shall be irrevocable for the period specified in the bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the purchasing manager, is suspected by the purchasing manager or the bidder, or unless bidder is permitted to withdraw their bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the bidder shall submit a written request to the purchasing department requesting either to withdraw their bid submission or to correct the nonjudgmental mistake. In the event that the city becomes aware of the mistake prior to the bidder, the bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the purchasing department to verify a correction or requesting to withdraw their bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the bidding documents), hand delivered or mailed communication. Once a bid has been verified, it shall be considered submitted, as verified.
(1) in the event of discrepancy between a unit price and an extended price, the unit price shall govern.
(2) at no point shall a correction of a mistake result in reduction or increase of a bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the bid shall be considered nonresponsive and shall be rejected.

The city shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

15.04 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 16—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT

17.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

17.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

17.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

17.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 18—BONDS AND INSURANCE

18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 19—SIGNING OF AGREEMENT

19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 20—SALES AND USE TAXES

20.01 The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government.

20.02 Applicable taxes should be included on all bids. The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

20.03 It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The City of Bentonville, Arkansas**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.0	Clearing and Grubbing	LS	1	22,497.68	22,497.68
2.0	On Site Excavation and Compaction	CY	9640	6.19	59,641.72
3.0	Offsite Import Placement and Compaction	CY	850	22.57	19,184.93
4.0	12" HDPP	LF	16	123.55	1976.86
5.0	12" HDPP FES	EA	2	794.68	1589.36
6.0	18" HDPP	LF	39	79.27	3,091.67
7.0	18" HDPP FES	EA	1	1324.38	1324.38
8.0	4'x4' Box Style Outlet Structure	EA	1	9603.93	9603.93
9.0	6" Class 7 Base	SY	5800	8.79	51,008.10
10.0	6" Concrete Pavement	SF	940	26.03	24,465.19
11.0	Bullet Trap Foundation	SF	1674	27.53	46,080.87
12.0	Erosion Control	LS	1	31,54352	31,548.52

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13.0	Mobilization (5% Max of All Other Items)	LS	1	17,880.51	17880.51
14.0	Chain Link Fence	LF	1350	82.36	111,187.00
15.0	Chain Link Drive Gate with Knox Box	LF	20	270.60	5,412.00
16.0	Pedestrian Safety Gate	LF	5	295.20	1,476.00
17.0	Sidewalk	SY	490	177.89	87,168.50
18.0	2" Topsoil Placement Level Lawn Areas	CY	765	17.58	13446.12
19.0	6" Topsoil Placement Berm Lawn Areas	CY	550	38.78	21330.05
20.0	Hydro Seeding	SF	121,436	.23	28,379.59
21.0	2.5" Caliper B&B Swamp White Oak	EA	2	1,691.25	3382.50
22.0	2.5" Caliper B&B Tulip Tree	EA	1	1,400.36	1400.36
				Total of All Unit Price Bid Items	$ 563,070.95

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price*

Total Bid Price –	$ 563,070.95

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Addendum Number	Addendum Date
#1	8/12/2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. 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.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid 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 collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: CROWDER CONSTRUCTION, INC.
(typ...ion)

By: [redacted]
(...e)

Nam[redacted]

Title: ESTIMATOR
(typed or printed)

Date: 8/23/2022
(typed or printed)

If Bidder is a [redacted] or a joint venture, attach evidence of authority to sign.

Attest: [redacted]
(individual's signature)

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Name: COPY KEELE
(typed or printed)

Title: P.M.
(typed or printed)

Date: 8/23/22
(typed or printed)

Address for giving notices:
804 SE 21ST STREET
BENTONVILLE, AR 72712

Bidder's Contact:

Name: JUSTIN CUMMINGS
(typed or printed)

Title: ESTIMATOR
(typed or printed)

Phone: 479 273 5304

Email: JUSTIN@CROWDELLNWA.COM

Address:
804 SE 21ST STREET
BENTONVILLE, AR 72712

Bidder's Contractor License No.: (if applicable) 0031610323

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

NON-COLLUSION AFFIDAVIT

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

POLICE TRAINING FACILITY

State of ARKANSAS

County of BENTON

I JUSTIN CUMMINGS 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.

Sign [redacted] Title: ESTIMATOR

Sub [redacted] day of AUGUST, 2022

Not [redacted] My commission expires: 10-14-2024

CODY KEENE
Notary Public-Arkansas
Benton County
My Commission Expires 10-14-2024
Commission # 12401367

BID BOND (DAMAGES FORM)

Bidder Name: _____ Address *(principal place of business)*: _____ _____	**Surety** Name: _____ Address *(principal place of business)*: _____ _____
Owner Name: **City of Bentonville** Address *(principal place of business)*: **305 SW A Street** **Bentonville, AR 72712**	**Bid** Project *(name and location)*: **City of Bentonville** **Police Training Facility** **Bentonville, Arkansas** Bid Due Date: **August 23, 2022, 2:00 pm**
Bond Bond Amount: _____ Date of Bond: _____	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-435, Bid Bond (Damages Form).
Copyright© 2018 National Society of Professional Engineer, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

    1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.

    1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

    3.2. All Bids are rejected by Owner, or

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Copyright© 2018 National Society of Professional Engineer, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	DEAN CROWDER CO., INC.		
Corporate Office			
Name:	JUSTIN CUMMINGS	Phone number:	479.273.5304
Title:	V.P.	Email address:	
Business address of corporate office:	804 SE 21ST STREET BENTONVILLE, AR 72712		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	DEAN CROWDER CO., INC.		
Licensing Agency:	ARKANSAS GC		
License No:	0031610323	Expiration Date:	0031610323
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SURETY INFORMATION

3.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	TRAVELERS
Surety is a corporation organized and existing under the laws of the state of:	YES
Is surety authorized to provide surety bonds in the Project location?	☒ Yes ☐ No

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):	5500 EUPER LN. FORT SMITH AR 72903		
Physical Address (principal place of business):	5500 EUPER LN, FORT SMITH AR 72903		
Phone (main):	479 452 4000	Phone (claims):	

ARTICLE 4—INSURANCE

4.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☐ Yes ☐ No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 5—CONSTRUCTION EXPERIENCE

5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	50 YEARS			
As a general contractor:	X	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

5.03 List all projects currently under contract in Schedule A and provide indicated information.

5.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

ARTICLE 6—REQUIRED ATTACHMENTS

6.01 Provide the following information with the Statement of Qualifications:

A. Additional items as pertinent.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Statement of Qualifications is offered by:

Business: [redacted] (typed or printed)

By: [redacted]

Name: [redacted]

Title: [redacted] (typed or printed)

Date: 8/23/2022 (date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [redacted] (individual's signature)

Name: CODY KEENE (typed or printed)

Title: P.M. (typed or printed)

Address for giving notices:

804 SE 2ND STREET

BENTONVILLE, AR 72712

Designated Representative:

Name: (typed or printed)

Title: (typed or printed)

Address:

Phone:

Email:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Schedule A—Current Projects

Name of Organization					
Project Owner	SPRINGDALE SCHOOL DISTRICT		Project Name	SPRINGDALE HIGH SCHOOL	
General Description of Project	EROSION, DEMO, EARTHWORK, STORM, WATER, SEWER				
Project Cost	1,610,742.00		Date Project	8/1/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	JUSTIN CUMMINGS	"	"	"	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	FLINTCO	JEFF BAXTER		479 684 6571	

Project Owner	[redacted] BLUE CRANE		Project Name	200 E CENTRAL UTILITY PROJECT	
General Description of Project	SEWER LINE, STORM DRAIN, EROSION				
Project Cost	308,000.00		Date Project	7/27/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	JUSTIN CUMMINGS	"	"	"	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager	PATRICK HONATH	PROJECT DIRECTOR	FLINTCO	479 750 [redacted]	

Project Owner	3 GOOD FELLAS		Project Name	HAMPLIGTEN 4565	
General Description of Project	EROSION, WATER, SEWER, TRAFFIC CONTROL				
Project Cost	172,600.00		Date Project	8/11/2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	JUSTIN CUMMINGS	"	"	"	

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	3 GOOD FELLAS			479 651 5355	
Designer					
Construction Manager					

169

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Bentonville	Owner's Project No.:	
Engineer:	Crafton Tull & Associates	Engineer's Project No.:	**21111400**
Project:	**Police Training Facility**		
Contract Name:	**Police Training Facility**		
Bidder:	_____		
Bidder's Address:	_____		

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Police Training Facility

The Contract Price of the awarded Contract is $_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:	**City of Bentonville**
By *(signature)*:	_____
Name *(printed)*:	Stephanie Orman
Title:	Mayor

Copy: Crafton Tull & Associates, Engineer

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bentonville** ("Owner") and

_____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Police Training Facility.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Police Training Facility**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Crafton Tull & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $250.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.0	Clearing and Grubbing	LS	1		
2.0	On Site Excavation Placement and Compaction	CY	9640		
3.0	Offsite Import Placement and Compaction	CY	850		
4.0	12" HDPP	LF	16		
5.0	12" HDPP FES	EA	2		
6.0	18" HDPP	LF	39		
7.0	18" HDPP FES	EA	1		
8.0	4'x4' Box Style Outlet Structure	EA	1		
9.0	6" Class 7 Base	SY	5800		
10.0	6" Concrete Pavement	SF	940		
11.0	Bullet Trap Foundation	SF	1674		
12.0	Erosion Control	LS	1		
13.0	Mobilization (5% Max of All Other Items)	LS	1		
14.0	Chain Link Fence	LF	1350		
15.0	Chain Line Drive Gate with Knox Box	LF	20		
16.0	Pedestrian Safety Gate	LF	5		
17.0	Sidewalk	SY	490		

**EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

18.0	2" Topsoil Placement Level Lawn Areas	CY	765		
19.0	6" Topsoil Placement Berm Lawn Areas	CY	550		
20.0	Hydro Seeding	SF	121,436		
21.0	2.5" Caliper B&B Swamp White Oak	EA	2		
22.0	2.5" Caliper B&B Tulip Tree	EA	1		
				Total of All Unit Price Bid Items	$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 6—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: **Police Training Facility**
7. Addenda (numbers _____ to _____, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. **N/A**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

3. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

4. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Bentonville *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: Stephanie Orman *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Mayor *(typed or printed)*	Title: _____ *(typed or printed)* *(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices: 3200 SW Municipal Drive Bentonville, Arkansas 72712	Address for giving notices:
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Staff Engineer *(typed or printed)*	Title: _____ *(typed or printed)*
Address: 3200 SW Municipal Drive Bentonville, Arkansas 72712	Address:
Phone: _____	Phone: _____
Email: _____ *(If **Owner** is a corporation, attach evidence of authority to sign. If **Owner** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	Email: _____ License No.: _____ *(where applicable)* State: _____

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

NOTICE TO PROCEED

Owner:	City of Bentonville	Owner's Project No.:	
Engineer:	Crafton Tull & Associates	Engineer's Project No.:	21111400
Contractor:		Contractor's Project No.:	
Project:	Police Training Facility		
Contract Name:	Police Training Facility		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **150** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is **180** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

_____

_____

Owner:	**City of Bentonville**
By *(signature)*:	
Name *(printed)*:	Stephanie Orman
Title:	Mayor
Date Issued:	

Copy: Engineer

EJCDC® C-550, Notice to Proceed.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PERFORMANCE BOND

Contractor Name: _____ Address *(principal place of business)*: _____ _____	**Surety** Name: _____ Address *(principal place of business)*: _____ _____
Owner Name: **City of Bentonville** Mailing address *(principal place of business)*: **3200 SW Municipal Drive** **Bentonville, Arkansas 72712**	**Contract** Description *(name and location)*: **City of Bentonville** **Police Training Facility** **Bentonville, AR** Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ *(Full formal name of Contractor)*	Surety _____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____	By: _____ *(Signature)(Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

WARRANTY BOND

Contractor	**Surety**
Name: _____	Name: _____
Address *(principal place of business)*: _____ _____	Address *(principal place of business)*: _____ _____
Owner	**Construction Contract**
Name: **City of Bentonville**	Description *(name and location)*: **City of Bentonville Police Training Facility Bentonville, AR**
Mailing address *(principal place of business)*: **3200 SW Municipal Drive Bentonville, Arkansas 72712**	Contract Price: _____ Effective Date of Contract: _____ Contract's Date of Substantial Completion: _____

Bond

Bond Amount: _____

Date of Bond: _____

Bond Period: 12 months after the date of Certificate of Substantial Completion.

Modifications to this Bond form:
☐ None ☐ See Paragraph 9

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-612, Warranty Bond.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
   - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
   - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
   - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
   - 8.4. *Substantial Completion*—As defined in the Construction Contract.
   - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: None

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PAYMENT BOND

Contractor	**Surety**
Name: _____	Name: _____
Address *(principal place of business)*:	Address *(principal place of business)*:
_____	_____
_____	_____
Owner	**Contract**
Name: **City of Bentonville**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**City of Bentonville**
3200 SW Municipal Drive	**Police Training Facility**
Bentonville, Arkansas 72712	**Bentonville, AR**
	Contract Price: _____
	Effective Date of Contract: _____

Bond

Bond Amount: _____

Date of Bond: _____

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Bentonville	**Owner's Project No.:**	
Engineer:	Crafton Tull & Associates	**Engineer's Project No.:**	21111400
Contractor:		**Contractor's Project No.:**	
Project:	Police Training Facility		
Contract:	Police Training Facility		

Application No.: _____ **Application Period:** From _____ to _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
								-			-	-
					Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC, All rights reserved.

Contractor's Application for Payment

Owner:	City of Bentonville	**Owner's Project No.:**	
Engineer:	Crafton Tull & Associates	**Engineer's Project No.:**	21111400
Contractor:		**Contractor's Project No.:**	
Project:	Police Training Facility		
Contract:	Police Training Facility		
Application No.:		**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price		$ -
2. Net change by Change Orders		$ -
3. Current Contract Price (Line 1 + Line 2)		$ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ -
5. Retainage		
a. 95% X $ - Work Completed =	$ -	
b. 95% X $ - Stored Materials =	$ -	
c. Total Retainage (Line 5.a + Line 5.b)		$ -
6. Amount eligible to date (Line 4 - Line 5.c)		$ -
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application		$ -
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		$ -

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Bentonville	Owner's Project No.:	
Engineer:	Crafton Tull & Associates	Engineer's Project No.:	21111400
Contractor:		Contractor's Project No.:	
Project:	Police Training Facility		
Contract:	Police Training Facility		

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Original Contract											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Original Contract Totals	$ -		$ -	$ -	$ -		$ -

(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner:	City of Bentonville	**Owner's Project No.:**	
Engineer:	Crafton Tull & Associates	**Engineer's Project No.:**	21111400
Contractor:		**Contractor's Project No.:**	
Project:	Police Training Facility		
Contract:	Police Training Facility		

Application No.: _____ **Application Period:** From _____ to _____ **Application Date:** _____

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Change Order Totals	$ -		$ -	$ -	$ -		$ -
Original Contract and Change Orders											
				Project Totals	$ -		$ -	$ -	$ -		$ -

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Bentonville	Owner's Project No.:	
Engineer:	Crafton Tull & Associates	Engineer's Project No.:	21111400
Contractor:			
Project:	Police Training Facility		
Contract Name:	Police Training Facility		

This Final Certificate of Substantial Completion applies To All Work.

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

_____

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

_____

The following documents are attached to and made a part of this Certificate:

_____

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

EJCDC® C-625, Certificate of Substantial Completion.
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Bentonville	Owner's Project No.:	
Engineer:	Crafton Tull & Associates	Engineer's Project No.:	21111400
Contractor:			
Project:	Police Training Facility		
Contract Name:	Police Training Facility		
Notice Date:	_____	Effective Date of the Construction Contract:	_____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated _____ ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

EJCDC® C-626, Notice of Acceptability of Work.
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1—Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 6
Article 2—Preliminary Matters 7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance 7
2.02 Copies of Documents 7
2.03 Before Starting Construction 7
2.04 Preconstruction Conference; Designation of Authorized Representatives 8
2.05 Acceptance of Schedules 8
2.06 Electronic Transmittals 8
Article 3—Contract Documents: Intent, Requirements, Reuse 9
3.01 Intent 9
3.02 Reference Standards 9
3.03 Reporting and Resolving Discrepancies 10
3.04 Requirements of the Contract Documents 10
3.05 Reuse of Documents 11
Article 4—Commencement and Progress of the Work 11
4.01 Commencement of Contract Times; Notice to Proceed 11
4.02 Starting the Work 11
4.03 Reference Points 11
4.04 Progress Schedule 12
4.05 Delays in Contractor's Progress 12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions 13
5.01 Availability of Lands 13
5.02 Use of Site and Other Areas 14
5.03 Subsurface and Physical Conditions 15
5.04 Differing Subsurface or Physical Conditions 16

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.05 Underground Facilities 17
5.06 Hazardous Environmental Conditions at Site 19
Article 6—Bonds and Insurance 21
6.01 Performance, Payment, and Other Bonds 21
6.02 Insurance—General Provisions 22
6.03 Contractor's Insurance 24
6.04 Builder's Risk and Other Property Insurance 25
6.05 Property Losses; Subrogation 25
6.06 Receipt and Application of Property Insurance Proceeds 27
Article 7—Contractor's Responsibilities 27
7.01 Contractor's Means and Methods of Construction 27
7.02 Supervision and Superintendence 27
7.03 Labor; Working Hours 27
7.04 Services, Materials, and Equipment 28
7.05 "Or Equals" 28
7.06 Substitutes 29
7.07 Concerning Subcontractors and Suppliers 31
7.08 Patent Fees and Royalties 32
7.09 Permits 33
7.10 Taxes 33
7.11 Laws and Regulations 33
7.12 Record Documents 33
7.13 Safety and Protection 34
7.14 Hazard Communication Programs 35
7.15 Emergencies 35
7.16 Submittals 35
7.17 Contractor's General Warranty and Guarantee 38
7.18 Indemnification 39
7.19 Delegation of Professional Design Services 39
Article 8—Other Work at the Site 40
8.01 Other Work 40
8.02 Coordination 41
8.03 Legal Relationships 41

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9—Owner's Responsibilities 42
9.01 Communications to Contractor 42
9.02 Replacement of Engineer 42
9.03 Furnish Data 42
9.04 Pay When Due 42
9.05 Lands and Easements; Reports, Tests, and Drawings 43
9.06 Insurance 43
9.07 Change Orders 43
9.08 Inspections, Tests, and Approvals 43
9.09 Limitations on Owner's Responsibilities 43
9.10 Undisclosed Hazardous Environmental Condition 43
9.11 Evidence of Financial Arrangements 43
9.12 Safety Programs 43
Article 10—Engineer's Status During Construction 44
10.01 Owner's Representative 44
10.02 Visits to Site 44
10.03 Resident Project Representative 44
10.04 Engineer's Authority 44
10.05 Determinations for Unit Price Work 45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work 45
10.07 Limitations on Engineer's Authority and Responsibilities 45
10.08 Compliance with Safety Program 45
Article 11—Changes to the Contract 46
11.01 Amending and Supplementing the Contract 46
11.02 Change Orders 46
11.03 Work Change Directives 46
11.04 Field Orders 47
11.05 Owner-Authorized Changes in the Work 47
11.06 Unauthorized Changes in the Work 47
11.07 Change of Contract Price 47
11.08 Change of Contract Times 49
11.09 Change Proposals 49
11.10 Notification to Surety 50

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 12—Claims 50
12.01 Claims 50
Article 13—Cost of the Work; Allowances; Unit Price Work 51
13.01 Cost of the Work 51
13.02 Allowances 55
13.03 Unit Price Work 55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 56
14.01 Access to Work 56
14.02 Tests, Inspections, and Approvals 56
14.03 Defective Work 57
14.04 Acceptance of Defective Work 58
14.05 Uncovering Work 58
14.06 Owner May Stop the Work 58
14.07 Owner May Correct Defective Work 59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period 59
15.01 Progress Payments 59
15.02 Contractor's Warranty of Title 62
15.03 Substantial Completion 62
15.04 Partial Use or Occupancy 63
15.05 Final Inspection 64
15.06 Final Payment 64
15.07 Waiver of Claims 65
15.08 Correction Period 66
Article 16—Suspension of Work and Termination 67
16.01 Owner May Suspend Work 67
16.02 Owner May Terminate for Cause 67
16.03 Owner May Terminate for Convenience 68
16.04 Contractor May Stop Work or Terminate 68
Article 17—Final Resolution of Disputes 69
17.01 Methods and Procedures 69
Article 18—Miscellaneous 69
18.01 Giving Notice 69
18.02 Computation of Times 69

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 Cumulative Remedies 70
18.04 Limitation of Damages 70
18.05 No Waiver 70
18.06 Survival of Obligations 70
18.07 Controlling Law 70
18.08 Assignment of Contract 70
18.09 Successors and Assigns 70
18.10 Headings 70

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

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

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
   1. A mutually acceptable fixed fee; or
   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
      a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
      c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
      e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1— Definitions and Terminology 1
Article 2— Preliminary Matters 1
Article 3— Contract Documents: Intent, Requirements, Reuse 5
Article 4— Commencement and Progress of the Work 5
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions 6
Article 6— Bonds and Insurance 7
Article 7— Contractor's Responsibilities 14
Article 8— Other Work at the Site 15
Article 9— Owner's Responsibilities 15
Article 10— Engineer's Status During Construction 15
Article 11— Changes to the Contract 16
Article 12— Claims 16
Article 13— Cost of Work; Allowances, Unit Price Work 16
Article 14— Tests and Inspections; Correction, Removal, or Accceptance of Defective Work 17
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period 17
Article 16— Suspension of Work and Termination 18
Article 17— Final Resolutions of Disputes 18
Article 18— Miscellaneous 19
Exhibit A— Software Requirements for Electronic Document Exchange 1
Exhibit B— Foreseeable Bad Weather Days 1
Exhibit C— Geotechnical Baseline Report Supplement to the Supplementary Conditions 1

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

   a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

   b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.

   c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

   d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at **$100** per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

1. construction, such as high winds or other factors.

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds **0.25 inches** of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: **35** degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: **105** degrees Fahrenheit.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by NOAA NWS Tulsa for Gravette, Arkansas.

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.

4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B-Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		**[Identify Technical Data]**

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		**[Identify Technical Data]**

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		**[Identify Technical Data]**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		**[Identify Technical Data]**

SC-5.06 Delete Paragraph 5.06.I in its entirety.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **100** percent of the final Contract Price. The warranty bond period will extend to a date **1** year after Final Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
2. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **N/A**

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$500,000
Bodily injury by disease—aggregate	$500,000
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$250,000
Each Accident	$500,000
Property Damage	
Each Accident	$500,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$2,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $500,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$500,000
General Aggregate	$500,000

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	$N/A
Aggregate	$N/A

P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	$100,000
General Aggregate	$100,000

Q. *Other Required Insurance:*

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. *Builder's Risk Requirements:* The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

    a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.

    b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). If this coverage is subject to a sublimit, such sublimit will be a minimum of **$250,000**.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **$250,000**.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10 include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

a. City of Bentonville, 3200 SW Municipal Drive, Bentonville, AR 72712

b. Crafton Tull & Assoc, Inc., 901 N 47th Street, Ste 400, Rogers, AR 72756

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

a. **N/A**

12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of $**50,000**.

13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:

a. **N/A**

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than $**50,000** for direct physical loss in any one occurrence.

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:

a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;

b. while in transit to the Site, including while at temporary storage sites;

c. while at the Site awaiting and during installation, erection, and testing;

d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.

3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.

4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7 a.m. to 9 p.m.

2. Owner's legal holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, & New Years Eve.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.08 *Patent Fees and Royalties*

SC-7.08 Delete Paragraph 7.08.B in its entirety.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *Liaison*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.

5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.02 *Allowances*

SC-13.02 Delete Paragraph 13.02.C in its entirety and insert the following in its place:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. *"Owner's Contingency Allowance":* Contractor agrees that an Owner's Contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs. Contingency allowance will be allowed for use at the discretion of the Mayor and Transportation Director to cover increased costs of existing units, off-set cost of new units, and used to reconcile the final contract amount.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

14.02 Tests, Inspections and Approvals

SC-14.02 Delete Paragraph 14.02.B in its entirety and insert the following in its place:

B. Owner maintains the right to retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of $100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;

3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and

4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

ARTICLE 18—MISCELLANEOUS

No suggested Supplementary Conditions in this Article.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (SFTP, or Mimecast Large File)
PDF	Portable Document Format readable by Adobe® Acrobat Reader **latest version**
DWG	Autodesk® AutoCAD .dwg format Version **2010**
DOC	Microsoft® Word .docx format Version **2016**
EXC	Microsoft® Excel .xls or .xml format Version **2016**
DB	Microsoft® Access .mdb format Version **2016**

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	6	11	0
February	5	9	0
March	4	2	0
April	4	0	0
May	4	0	0
June	3	0	0
July	3	0	1
August	3	0	2
September	3	0	0
October	4	0	0
November	3	2	0
December	6	10	0

Notes:
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of "dry" powder snow equals one inch of rain.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SECTION 310000 – SITE DEMOLITION

PART 1- GENERAL

1.1 SUMMARY

A. Section includes

1. Demolition of structures, paving and utilities.
2. Filling voids created as a result of removals or demolition.

B. Related Sections

1. Section 311000 - Site Clearing: Clearing of trees and other plant vegetation
2. Section 312000 – Earthwork: Placement of fill material

1.2 REGULATORY REQUIREMENTS

A. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control and runoff control.

B. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.

C. Notify affected utility companies before starting work and comply with their requirements.

D. Do not close or obstruct public or private roadways, sidewalks, or fire hydrants without appropriate permits or written authorization.

E. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

F. Test soils around buried tanks for contamination.

1.3 SUBMITTALS

A. Project Record Documents: Accurately record actual locations of capped utilities and subsurface obstructions that will remain after demolition. Submit record as part of closeout submittals.

1.4 PROJECT CONDITIONS

A. Structures to be demolished will be discontinued in use and vacated prior to start of work.

B. Owner assumes no responsibility for condition of structures to be demolished.

C. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as reasonably practical. Variations within structures may occur by Owner's removal and salvage operations prior to start of demolition work.

D. Unless otherwise indicated in Contract Documents or specified by the Owner, items of salvageable value to Contractor shall be removed from site and structures. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified.

E. Explosives shall not be brought to site or used without written consent of authorities having jurisdiction. Such written consent will not relieve Contractor of total responsibility for injury to persons or for damage to property due to blasting operations. Performance of required blasting shall comply with governing regulations.

F. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work, unless otherwise identified in the Contract Documents.

1. If materials suspected of containing hazardous materials are encountered, other than those identified in the Contract Documents, do not disturb; immediately notify Engineer of Record.

PART 2- PRODUCTS

2.1 FILL MATERIALS

A. Fill material shall be aggregate fill materials as specified in Section 312000.

PART 3- EXECUTION

3.1 PREPARATION

A. Provide, erect, and maintain erosion control devices, temporary barriers, and security devices at locations on Construction Drawings.

B. Protect existing landscaping materials, appurtenances, and structures, which are not to be demolished. Repair damage to existing items to remain caused by demolition operations.

C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as necessary.

D. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.

E. Notify adjacent property owners of work that may affect their property, potential noise, utility outages, or other disruptions. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property. Coordinate notice with Owner.

3.2 GENERAL DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent structures or pavements to remain.

B. Cease operations immediately if adjacent structures appear to be in danger. Notify authority having jurisdiction. Do not resume operations until directed by authority.

C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.

D. Sprinkle work with water to minimize dust. Provide hose and water connections for this purpose.

E. Comply with governing regulations pertaining to environmental protection.

F. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

3.3 DEMOLITION

A. Demolish existing site improvements designated to be removed as shown on the drawings. Existing site improvements shall include but not be limited to structures, retaining walls, foundations, pavements, curbs and gutters, drainage structures, utilities, signage or landscaping.

B. Disconnect and cap or remove utilities to be abandoned as shown on the drawings.

C. Fill/cap and or remove underground tanks, wells, piping, utilities and appurtenances as shown or discovered in strict accordance with Local, State, and Federal Laws.

D. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations. Small structures may be removed intact when acceptable to Owner and authorities having jurisdiction.

E. Locate demolition equipment and remove materials to prevent excessive loading to supporting walls, floors, or framing.

F. Demolish concrete and masonry in small sections. Break up concrete slabs-on-grade that are 2-feet or more below proposed subgrade to permit moisture drainage. Remove slabs-on-grade and below grade construction within 2-feet of proposed subgrade.

3.4 FILLING BASEMENTS AND VOIDS

A. Completely fill below grade areas and voids resulting from demolition and removal of structures, underground fuel storage tanks, wells, cisterns, etc., using aggregate fill materials consisting of stone, gravel, or sand free from debris, trash, frozen materials, roots, and other organic matters.

B. Areas to be filled shall be free of standing water, frost, frozen or unsuitable material, trash, and debris prior to fill placement.

C. Place fill materials in accordance with Section 312000 unless subsequent excavation for new work is required.

D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

3.5 REPAIRS

A. General: Promptly repair damage to adjacent construction caused by building demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from site debris, rubbish, and other materials resulting from demolition operations. Leave areas of work in clean condition.

B. No burning of any material, debris, or trash on-site or off-site will be allowed except when allowed by appropriate governing authority and Owner. If allowed as stated above, burning shall be performed in manner prescribed by governing authority. Attend burning materials until fires have burned out and have been completely extinguished.

C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners.

END OF SECTION 310000

SECTION 311000 – SITE CLEARING

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes
   1. Cleaning site of debris, grass, trees, and other plant life in preparation for site or building earthwork.
   2. Protection of existing structures, trees, or vegetation indicated on the Construction Drawings to remain.

B. Related Sections

   1. Section 310000 – Site Demolition: Demolition and removal of structures, paving, utilities and other improvements.

   2. Section 312000 – Earthwork

   3. Section 312800 – Erosion and Sedimentation Control (Including SWPPP)

1.2 ENVIRONMENTAL REQUIREMENTS

A. Construct temporary erosion control systems as shown on Construction Drawings or as directed by the "Storm Water Pollution Prevention Plan" (SWPPP) to protect adjacent properties and water resources from erosion and sedimentation.

B. In event that sitework on this project will disturb 0.5 or more acres; Contractor shall not begin construction without "National Pollution Discharge Elimination System" (NPDES) permit governing discharge of storm water from site for entire construction period. NPDES permit requires SWPPP to be in place during construction.

C. Contractor shall conduct storm water management practices in accordance with NPDES permit and shall enforce action taken or imposed by Federal or State agencies, including cost of fines, construction delays, and remedial actions resulting from Contractor's failure to comply with provisions of NPDES permit.

1.3 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as reasonably practical.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

A. Identify existing plant life that is to remain and verify clearing limits are clearly tagged, identified, and marked in such manner as to ensure their protection throughout construction operations.

B. Provide erosion control measures in accordance with Section 312800, Erosion and Sedimentation Control, prior to any construction activity.

3.2 PROTECTION

A. Locate, identify, and protect existing utilities that are to remain.

B. Protect trees, plant growth, and features designated to remain as part of final landscaping.

C. Conduct operations with minimum interference to public or private accesses and facilities. Maintain ingress and egress at all times and clean or sweep roadways daily or as required by SWPPP or governing authority. Dust control shall be provided with sprinkling systems or equipment provided by Contractor.

D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by a licensed land surveyor and replaced, as necessary, in kind at contractor's expense.

E. Provide traffic control as required, in accordance with the US Department of Transportation's "Manual on Uniform Traffic Control Devices" and applicable state highway department requirements.

3.3 EQUIPMENT

A. Material shall be transported to and from the project site using well-maintained and operating vehicles. Transporting vehicles operating on site shall stay on designated haul roads and shall not endanger improvements by rutting, overloading, or pumping.

3.4 CLEARING

A. Clear areas required for access to site and execution of work.

B. Unless otherwise indicated on Construction Drawings, remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with installation of new construction. Removal includes digging out stumps and roots. Depressions caused by clearing and grubbing operations shall be filled to subgrade elevation to avoid ponding of water. Satisfactory fill material shall be placed in accordance with Section 312000.

C. Remove grass, trees, plant life, stumps, unsuitable or excess topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and other construction debris from site to an offsite location site that is suitable for handling such material according to state laws and regulations.

D. Cut heavy growths of grass from areas before stripping and topsoil removal and remove cuttings with remainder of cleared vegetative material.

END OF SECTION 311000

SECTION 312000 – EARTHWORK

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Excavation, filling, and backfilling for structures, pavement, and out parcels.

B. Trenching and backfilling for utilities.

C. Dewatering.

D. Boring under crossings.

1.2 RELATED SECTIONS

A. Section 312100 – Rock Excavation.

B. Section 312700 – Soil Stabilization.

C. Section 312800 – Erosion and Sedimentation Control (Including SWPPP).

D. Section 312900 - Stone Protection (Rip-Rap).

1.3 RELATED DOCUMENTS

A. Geotechnical Engineering Study (soils report) and contract documents.

B. Order of Precedence.

C. The "Foundation" section in the "General Notes" section of the Structural Drawings specified requirements for earthwork preparation and placement of fill. The "Foundation" provisions of the Structural Drawings shall take precedence over the provisions of this section whenever duplication or conflict occurs.

1.4 REFERENCE STANDARD

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced with the text by the basic designation only.

B. American Society for Testing and Materials (ASTM) Latest Edition.

1. ASTM D422 – Standard Test Methods for Particle Size Analysis of Soil.

2. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3(600).

3. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3).

4. ASTM D2216 – Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

5. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

6. ASTM D2488 – Standard Description and Identification of Soils (Visual-Manual Procedures).

7. ASTM D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

8. ASTM D3017 – Standard Test Methods for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

9. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

C. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO T 88 – Particle Size Analysis of Soils

D. State Department of Transportation (DOT): Latest Edition.

1. Standard Specifications for Construction and Materials.

E. National Fire Protection Association (NFPA).

1. NFPA 70 – National Electrical Code.

F. American Water Works Association (AWWA).

1. AWWA C200 – Standard For Steel Water Pipe – 6 In. (150 Mm) and Larger.

2. AWWA C206 – Field Welding of Steel Water Pipe.

1.5 QUALITY ASSURANCE

A. An independent testing laboratory, selected and paid for by the Owner, will be retained to perform construction testing on site.

1. The independent testing laboratory shall prepare test reports that indicate test location, elevation data, and test results. Owner, Civil Engineering Consultant, and Contractor shall be provided with copies of reports within 96 hours of time that test was performed. In event that test performed fails to meet Specifications, the independent testing laboratory shall notify Owner and Contractor immediately.

2. Cost related to retesting due to failures shall be paid for by the Contractor at no additional expense to Owner. Contractor shall provide free access to site for testing activities.

3. Quality assurance testing will be conducted in accordance with Paragraph "Field Testing" in Part 3 hereinafter.

1.6 DEFINITIONS

A. Satisfactory Soils: ASTM D2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel large than allowed for fill or backfill materials as specified hereinafter or as shown on the Drawings. Satisfactory soil shall contain no debris, waste, frozen materials, vegetation, and other deleterious matter.

B. Unsatisfactory Material: Materials which do not comply with the requirements for satisfactory materials are unsatisfactory including materials classified in ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory materials also include man-made fills; trash; refuse; backfills from previous construction; and material classified as satisfactory which contains root and other organic matter or frozen material.

2. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

C. Rock: Rock shall be as defined in Section 312100.

1.7 SUBMITTALS

A. Submit 30-pound sample of each type of off-site fill material that is to be used at the site in airtight containers to the independent testing laboratory or submit gradation and certification of aggregate material that is to be used at the site to the independent testing laboratory for review.

B. Submit certification that all material obtained from off-site sources complies with specification requirements.

C. Submit name of each material supplier and specific type and source of each material. Change in source throughout project requires approval of Owner.

D. If fabrics or geogrids are to be used, design shall be submitted for approval to Owner.

E. Submit Dewatering Plans upon request by Owner.

F. Shop drawings or details pertaining to excavating and filling are not required unless otherwise shown on the Drawings or if contrary procedures to Construction Documents are proposed.

G. Shop drawings or details pertaining to site utilities are not required unless required by regulatory authorities or unless uses of materials, methods, equipment, or procedures that are contrary to the Drawings or Specifications are proposed. Do not perform work until Owner has accepted required shop drawings.

H. Contact utility companies and determine if additional easements will be required to complete project. Provide written confirmation of the status of all easements to Owner at time of Preconstruction Conference or no later than 90 days prior to project possession date.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Fill and Backfill. Satisfactory soil materials excavated from the site.

B. Imported Fill Material: Satisfactory borrow material provided from offsite borrow areas when sufficient satisfactory soil materials are not available from required excavations.

C. Trench Backfill: ASTM D2321 unless otherwise specified or shown on the Drawings.

D. Bedding: Aggregate Type as indicated on the plans or naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

E. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D448; course-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.

F. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.

G. Topsoil: Topsoil shall consist of stripping material excavated from the site Topsoil shall consist of organic surficial soil found in depth of not more than 6-inches. Topsoil shall be as further defined in Section 329300-Planting.

H. Stabilization fabrics and geogrids: As specified in section 312700.

I. Filter and drainage fabrics: As specified in Section 312800.

J. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M288 and the following, measured per test methods referenced.

1. Survivability: Class 2; AASHTO M288.

2. Grab Tensile Strength: 157 lbf; ASTM D4632.

3. Sewn Seam Strength: 142 lbf; ASTM D4632.

4. Tear Strength: 56 lbf; ASTM D4533.

5. Puncture Strength: 56 lbf; ASTM D4833.

6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.

7. Permittivity: 0.2 per second minimum; ASTM D4491.

8. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

K. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M288.
2. Grab Tensile Strength: 247 lbf; ASTM D4632.
3. Sewn Seam Strength: 222 lbf; ASTM D4632.
4. Tear Strength: 90 lbf; ASTM D4533.
5. Puncture Strength: 90 lbf; ASTM D4833.
6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.
7. Permittivity: 0.02 per second minimum; ASTM D4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

L. Steel Casing Pipe: Comply with AWWA C200 minimum grade B, side, and wall thickness as indicated on the Drawings.

M. Trench Utility Locator Tape: Heavy Duty 6" wide underground warning tape. Tape shall be made from polyethylene material, 3.5 mils thick, with a minimum tensile strength of 1,750 psi. Place the tape at one-half the minimum depth of cover for the utility line or a maximum of 3 feet whichever is the less, but never above the top of subgrade. Color of tape shall be determined by as follows:

1. Natural Gas or Propane- Yellow.
2. Electric- Red.
3. Telephone – Orange.
4. Water – Blue.
5. Sanitary Sewer – Green.

N. Controlled Low-Strength Material

1. Controlled Low-Strength Material: Low-density. Self-compacting, flowable concrete material as follows:
   a. Portland Cement: ASTM C150, Type II.
   b. Fly Ash: ASTM C618, Class C or F.
   c. Normal-Weight Aggregate: ASTM C33, 3/4 inch nominal maximum aggregate size.
   d. Forming Agent: ASTM C869.
   e. Water: ASTM C94/C94M.
   f. Air-Entraining Admixture: ASTM C260.

2. Produce low-density, controlled low-strength material with the following physical properties:

   a. As-Cast Unit Weight 36 to 42 lb/cu. Ft. at point of placement, when tested according to ASTM C138/C138M.

   b. Compressive Strength: 140 psi when tested according to ASTM C495.

3. Produce conventional-weight, controlled low-strength material with 80-psi compressive strength when tested according to ASTM C495.

O. Geofoam

1. Extruded-Polystyrene Board Insulation: ASTM C578, Type IV, 160 lb/cu. ft.

2. Molded-Polystyrene Board Insulation: ASTM C578, Type I, 0.90 lb/cu. ft.

   a. Manufacture molded polystyrene with an inorganic mineral registered with the EPA and suitable or application as a termite deterrent.

3. Geofoam Connectors: Geofoam manufacturer's multibarbed galvanized steel sheet connectors.

2.2 EQUIPMENT

A. Transport off-site materials to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

2.3 SOURCE QUALITY CONTROL

A. Laboratory testing of materials proposed for use in the project shall be by the Independent Testing Laboratory at no cost to Contractor. The Contractor shall provide samples of material obtained off-site.

B. In areas to receive pavement, California Bearing Ratio (CBR) or Limerock Bearing Ratio (LBR) tests shall be performed for each type of material that is imported from off-site. CBR or LBR value shall be equal to or above pavement design subgrade CBR or LBR value indicated on Construction Drawings.

C. Following tests shall be performed on each type of on-site or imported or soil material used as compacted fill:

1. Moisture and Density Relationship: ASTM D698 or ASTM D1557.

2. Mechanical Analysis: AASHTO T88 or ASTM D422.

PART 3 – EXECUTION

A. Identify required lines, levels, contours, datum, elevations, and grades necessary for construction as shown on the drawings.

B. Notify utility companies to remove or relocate public utilities that are in conflict with proposed improvements.

C. Protect plant life, lawns, fences, existing structures, sidewalks paving, and curbs, unless otherwise noted on the drawings from excavating equipment and vehicular traffic.

D. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

E. Remove from site, material encountered in grading operations that, in opinion of Owner or the Owner's Independent Testing Laboratory (ITL), is unsuitable or undesirable for backfilling, subgrade, or foundation purposes. Dispose of in manner satisfactory to Owner. Backfill areas with layers of suitable material and compact as specified herein.

F. Prior to placing fill in low areas, such as previously existing creeks, ponds, or lakes, perform following procedures:

1. Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain the same results.

2. After drainage of low area is complete, remove muck, mud, debris, and other unsuitable material by using acceptable equipment and methods that will keep natural soils underlying low area dry and undisturbed.

3. All muck, mud, and other materials removed from low areas shall be dried on-site by spreading in thin layers for observation by the ITL. Material shall be inspected and, if found to be suitable for use as fill material shall be incorporated into lowest elevation of site filling operation, but not under building subgrade or within 10'-0" of perimeter of building subgrade or paving subgrade. If, after observation by the ITL, material is found to be unsuitable material shall be removed from site.

G. Locate and identify utilities that have previously been installed and protect from damage.

H. Locate and identify existing utilities that are to remain and protect from damage.

I. Maintain in operating condition existing utilities, previously installed utilities, and drainage systems encountered in utility installation. Repair surface or subsurface improvements shown on the Drawings.

J. Verify location, size, elevation, and other pertinent data required making connections to existing utilities and drainage systems as indicated on the Drawings.

K. Over excavate and properly prepare areas of subgrade that are not capable of supporting proposed systems. Stabilize these areas by using acceptable geotextile fabrics or aggregate material placed and compacted as specified in Section 312700.

3.2 DEWATERING

A. General:

1. Provide dewatering systems as required for excavations.

2. Design and provide dewatering system using accepted and professional methods consistent with current industry practice to eliminate water entering the excavation under hydrostatic head from the bottom or sides. Design system to prevent differential hydrostatic head, which would result in floating out soil particles in a manner, termed as a "quick" or "boiling" condition. System shall not be dependent solely upon sumps or pumping water from within the excavation where differential head would result in a quick condition, which would continue to worsen the integrity of the excavation's stability.

3. Provide dewatering system of sufficient size and capacity to prevent ground and surface water flow into the excavation and to allow work to be installed in a dry condition.

4. Control, by acceptable means, all water regardless of source. Contractor shall be responsible for disposal of water.

5. Confine discharging piping or ditches to available easement or to additional easement obtained by Contractor. Provide necessary permits or easement.

6. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures. Where necessary, lower water level in advance of excavation utilizing wells, wellpoints, jet educators, or similar positive methods. The water level as measured by piezometers shall be maintained a minimum of 3 feet below prevailing excavation level.

7. Commence dewatering prior to any appearance of water in excavation and continue until Work is complete to the extent that no damage results from hydrostatic pressure, flotation, or other causes.

8. Open pumping with sumps and ditches will be allowed provided it does not result in boils, loss of fines, softening of the ground, or instability of slopes.

9. Install wells or wellpoints, if required, with suitable screens and filters so that continuous pumping of fines does not occur. Arrange discharge to facilitate collection of samples by the Owner. During normal pumping and upon development of wells, levels of fine sand or silt in discharge water shall not exceed 5 ppm. Install sand tester on discharge of each pump during testing to verify that levels are not exceeded.

10. Control grading around excavations to prevent surface water from flowing into excavation area.

11. No additional payment will be made for any supplemental measures to control seepage, groundwater, or artesian head.

B. Design:

1. Designate and obtain the services of a qualified dewatering specialist to provide dewatering plan as may be necessary to complete the Work.

2. Contractor shall be responsible for the accuracy of the drawings, design data, and operational records required.

3. Contractor shall be responsible for the design, installation, operation maintenance, and any failure of any component of the system.

C. Damages:

1. Contractor shall be responsible for and shall repair any damage to work in place, other contractor's equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, natural resources, habitat, existing wells, and the excavation. Contractor responsibility shall also include, damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Contractor's negligence, inadequate or improper design and operation of the dewatering system, and any mechanical or electrical failure of the dewatering system.

2. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material at no additional cost to the Owner.

D. Maintaining Excavation Dewatering Condition:

1. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason will not be permitted.

2. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until the critical period of construction or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation or other hydrostatic pressure imbalance.

3. Provide standby equipment on site, installed, wired, and available for immediate operation if required to maintain dewatering on a continuous basis in the event any part of the system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, perform such work as may be required to restore damaged structures and foundation soils at no additional cost to Owner.

4. System maintenance shall include but not be limited to 24-hour supervision by personnel skilled in the operation, maintenance and replacement of system components, and any other work required to maintain excavation in dewatered condition.

E. System Removal: Upon completion of the work, remove dewatering equipment from the site, including related temporary electrical service.

F. Wells shall be removed or cut off a minimum of 3 feet below final ground surface, capped, and abandoned in accordance with regulations by agencies having jurisdiction.

3.3 TOPSOIL EXCAVATION

A. Cut heavy growths of grass from areas before stripping and remove cuttings with remainder of cleared vegetative material.

B. Strip topsoil to a depth of not less than 6 inches from areas that are to be filled, excavated, landscaped, or re-graded to such depth that it prevents intermingling with underlying subsoil or questionable material.

C. Stockpile topsoil in storage piles in areas shown on the Drawings or where directed by Owner. Construct storage piles to freely drain surface water. Cover storage piles as required to prevent windblown dust. Dispose of unsuitable topsoil as specified for waster material, unless otherwise

specified by Owner. Remove excess topsoil from site unless specifically note otherwise on the Drawings.

3.4 GENERAL EXCAVATION

A. Classification of Excavation: The Contractor shall assure himself by site investigation or other necessary means that he is familiar with the type, quantity, quality, and character of excavation work to be performed. Excavation shall be considered unclassified excavation, except as indicated in the Contract Documents.

B. When performing grading operations during periods of wet weather, provide adequate dewatering, drainage and ground water management to control moisture of soils.

C. Shore, brace, and drain excavations as necessary to maintain excavation as safe, secure, and free of water at all times.

D. Excavate building areas to line and grade as shown on the Drawings being careful not to over excavate beyond elevations needed for building subgrades.

E. Place suitable excavated material into project fill areas.

F. Unsuitable excavated material shall be disposed of in manner and location that is acceptable to Owner and local governing agencies.

G. Perform excavation using capable, well-maintained equipment and methods acceptable to owner and local governing agencies.

3.5 ROCK EXCAVATION

A. Rock excavation is specified in Section 312100.

3.6 TRENCHING EXCAVATION FOR UTILITIES

A. Trenching excavation for utilities is specified in Section 312300.

3.7 SUBGRADE PREPARATION

A. Scarification and Compaction: Areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8 inches and compacted as specified hereinafter.

B. Proofrolling: Subgrades shall be proofrolled to detect areas of insufficient compaction. Proofrolling shall be accomplished by making minimum of 2 complete passes with fully-loaded tandem-axle dump truck with a maximum weight of 20 tons, or approved equal, in each of 2 perpendicular directions while under the supervision and direction of the independent testing laboratory. Document and explain proofrolling inspection procedures and results in the laboratory inspection report. Areas of failure shall be excavated and recompacted as specified

herein. Continual failure areas shall be stabilized in accordance with Section 312700 at no additional cost to Owner. Subgrade exposed longer than 48 hours or on which precipitation has occurred shall be re-proofrolled.

3.8 FILLING

A. Fill areas to contours and elevations shown on the Drawings with unfrozen materials.

B. Place fills in continuous lifts specified herein.

C. Fill within proposed building subgrade and paving subgrade shall not contain rock or stone greater than 6 inches in any dimension.

D. Unless otherwise specified for rock fill, rock or stone less than 6-inches in largest dimension may be used in fill below structures, paving, and graded areas, up to 24 inches below surface of proposed subgrade or finish grade of graded areas when mixed with suitable material. Rock or stone less than 2 inches is largest dimension may be used in fill within the upper 24 inches of proposed subgrade or finish grade of graded areas when mixed with suitable material.

E. Fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 8 inches loose measure and compacted as specified hereinafter.

F. Material imported from off-site or fill material removed from onsite cut areas shall have CBR or LBR value equal to or above pavement design subgrade CBR or LBR value indicated in the Geotechnical Investigation Report.

G. Building area subgrade pad shall be that portion of site directly beneath and 10 feet beyond building and appurtenances, including limits of future building expansion areas as shown on the Drawings.

H. Prepare building area subgrade pad in strict accordance with "Foundation" section in the "General Notes" section of Structural Drawings.

I. Unless specifically stated otherwise in "Foundation Subsurface Preparation" on the Drawings, the following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of suitable materials to be used as fill in specified areas:

Location	PI	LL
Building Area (below upper four feet)	20	50
Building Area (upper four feet)	12	40
Paving Area (below upper two feet)	20	50
Paving Area (upper two feet)	15	40

References to depth are to proposed subgrade elevations

3.9 ROCK FILL

A. Rock fill include on-site excavated material classified as rock excavation as specified in Section 312100. Rock fill may be utilized in fill up to 48 inches below top of subgrade or finish grade of

graded areas unless otherwise permitted in higher elevations by the ITL. Rock fill shall consist of rock having a maximum dimension not greater than 12 inches in any dimension. Rock fill shall be placed in successive horizontal layers of loose material having a thickness of approximately the maximum size of the larger rock in the lift, but not greater than 12 inches. Each layer of material shall be spread uniformly, completely saturated, and compacted. Shot rock shall not be dumped into place, but shall be distributed in horizontal lifts by blading and dozing in such a manner as to ensure proper placement into final position in the embankment. Voids shall be filled with finer material include shot rock fines and limited soil fines during the spreading operation. Successive layers shall not be placed until all voids of the current lift are filled and the lift is compacted. Each successive layer of material shall adequately bond to the material on which it is placed. Compaction shall be accomplished with vibratory compactors, heavy rubber-tired rollers, or steel-wheeled rollers. Compaction shall be by uniform passes of compaction equipment in sufficient number of passes, but not less than two passes, such that no further consolidation is evident as determined by the ITL.

3.10 PIPE BEDDING

A. Excavate trenches for pipe or conduit to 4 inches below bottom of pipe and to the width as specified herein. Place 4 inches of bedding material, compact in bottom of trench, and shape to conform to lower portion of pipe barrel.

B. Place geotextile fabric as specified on the Drawings and in accordance with section 312700.

3.11 TRENCH BACKFILLING

A. Materials used for trench backfill shall comply with requirements as specified herein.

B. Backfill and compact in accordance with fill and compaction requirements in accordance with ASTM D2321 unless otherwise shown on the Drawings.

C. Do not backfill trenches until required tests are performed and utility systems comply with and are accepted by applicable governing authorities.

D. Backfill trenches to contours and elevations shown on the Drawings.

E. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

3.12 BORINGS AND CASINGS UNDER ROADS, HIGHWAYS, AND RAILROAD CROSSINGS

A. When indicated by the Drawings, street, road, highway, or railroad crossings for utility mains installed by jacking and boring method shall be in accordance with area specifications and governing authorities.

B. Excavation of approach pits and trenches within right-of-way of street, road, highway, or railroad shall be of sufficient distance from paving or railroad tracks to permit traffic to pass without interference. Tamp backfill for approach pits and trenches within right-of-way in

layers not greater than 6-inches thick for entire length and depth of trench or pit. Compact backfill to 98 percent of maximum density in accordance with ASTM D698, (or 95 percent of maximum density, in accordance with ASTM D1557) obtained at optimum moisture as determined by AASHTO T180. Mechanical tampers may be used after cover of 6 inches has been obtained over top of barrel of pipe.

C. Accomplish boring operation using commercial-type boring rig. Bore hole to proper alignment and grade. Bore hold shall be within 2 inches of same diameter as largest outside joint diameter of pipe installed. Install pipe in hole immediately after bore has been made and in no instance shall hole be left unattended while open.

D. In event subsurface operations result in failure or damage to pavement or railroad tracks within 1 year of construction, make necessary repairs to pavement or railroad tracks. If paving cracks on either side of pipe line or is otherwise disturbed or broken due to construction operations, repair or replace disturbed or broken area.

E. Clean, prime, and line interior and exterior of casing pipe with two coats of asphalt coating in accordance with and governing authorities.

F. Butt weld steel casing. Welds shall be full penetration single butt-welds in accordance with AWWA C206.

G. Install casing and utility pipe with end seals, vent pipe, and other special equipment in accordance with area specifications and governing authorities.

3.13 COMPACTION

A. Compact as follows:

1. Percent of Maximum Laboratory Density

Location	ASTM D698	ASTM D1557
Subgrade & Fill Below Structures and Pavement	98	95
Subgrade & Fill in All other Areas	95	92

B. Maintain moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content of fill materials to attain required compaction density.

C. Exercise proper caution when compacting immediately over top of pipes or conduits. Water jetting or flooding is not permitted as method of compaction.

D. Corrective Measures for Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained. Continual failure areas shall be stabilized in accordance with section 312700 at no additional cost to Owner.

3.14 MAINTENANCE OF SUBGRADE

A. Verify finished subgrades to ensure proper elevation and conditions for construction above subgrade.

B. Protect subgrade from excessive wheel loading during construction, including concrete trucks, dump trucks, and other construction equipment.

C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in manner that will comply with compaction requirements by use of material with CBR and LBR equal to or better than that specified on the drawings. Surface of subgrade after compaction shall be firm, uniform, smooth, stable, and true to grade and cross-section.

D. Construct temporary ditches and perform such grading as necessary to maintain positive drainage away from subgrade at all times.

3.15 BORROW AND SPOIL SITES

A. Comply with NPDES and local erosion control permitting requirements for any and all on-site and off-site, disturbed spoil and borrow areas. Upon completion of spoil or borrow operations, clean up spoil or borrow areas in a neat and reasonable manner to the satisfaction of Owner or off-site property owner, if applicable.

3.16 FINISH GRADING

A. Check grading of building subgrades by string line from grade stakes (blue tops) set at not more than 50-foot centers. Allowable tolerance shall be plus or minus 0.10 feet from plan grade. Provide engineering and field staking as necessary for verification of lines, grades, and elevations.

B. Grade areas where finish grade elevations or contours are indicated on the Drawings, other than paved areas and buildings, including excavated areas, filled and transition areas, and landscaped areas. Graded areas shall be uniform and smooth, free from rock, debris, or irregular surface changes. Ground surfaces shall vary uniformly between indicated elevations. Grade finished ditches to allow for proper drainage without ponding and in manner that will minimize erosion potential. For topsoil, sodding, and seeding requirements refer to Section 329300.

C. Correct settled and eroded areas within 1 year after date of completion at no additional expense to Owner. Bring grades to proper elevation.

3.17 FIELD TESTING

A. Field density tests for in-place materials will be performed by the Owner's Independent Testing Laboratory (ITL) as follows:

1. Building Subgrade Areas, Including 10'-0" Outside of Exterior Building Lines: In cut areas, not less than 1 compaction test for every 2,500 sq. ft. In fill areas, same rate of testing for each 8-inch lift, measured loose.

2. Areas of Construction Exclusive of Building Subgrade Areas: In cut areas, not less than 1 compaction test for every 10,000 sq. ft. In fill areas, same rate of testing for each 8-inch lift, measured loose.

3. Utility Trench Backfill: Intervals not exceeding 200-feet of trench for first and every other 8-inch lift of compacted trench backfill.

4. Test Method: In-place nuclear density, ASTM D2922 (Method B-Direct Transmission).

B. Corrective Measures for Non-Complying Compaction: Remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner. Adjust moisture content as necessary to conform to the requirements of this section.

C. Field testing, frequency, and methods may vary as determined by and between the Owner and the ITL.

END OF SECTION 312000

SECTION 312200 – EXCAVATION, BACKFILL, AND COMPACTION FOR STRUCTURES

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Excavation to line, grade, and configuration as shown on Construction Drawings for proposed structures and future expansion areas.

B. Fill to line, grade, and configuration as shown on Construction Drawings for proposed structures and future expansion areas.

C. Compacting for materials in acceptable manner as specified herein.

1.2 RELATED SECTIONS

A. Section 312000 – Earthwork

B. Section 312100 - Rock Excavation

C. Section 312600 – Aggregate Material

D. Section 312700 – Soil Stabilization

E. Order of Precedence: The "Foundation" section in the "General Notes" section of the Structural drawings specifies requirements for earthwork preparation and placement of fill. The "Foundation" provisions of the Structural drawings shall take precedence over the provisions of this section whenever duplication or conflict occurs.

F. Construction Drawings

1.3 REFERENCE STANDARD

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced with the text by the basic designation only.

B. American Society of Testing and Materials (ASTM) Latest Edition

1. ASTM D422-Standard Test Methods for Particle Size Analysis of Soil

2. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3(600)

3. ASTM D1557-Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3)

4. ASTM D2216 – Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

5. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

6. ASTM D2488 – Standard Description and Identification of Soils (Visual-Manual Procedures).

7. ASTM D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

8. ASTM D3017 – Standard Test Methods for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

9. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

C. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO T88-Particle Size Analysis of Soils

D. State Department of Transportation (DOT): Latest Edition

1. Standard Specifications for Construction and Materials

E. National Fire Protection Association (NFPA)

1. NFPA 70 – National Electrical Code

F. American Water Works Association (AWWA)

1. AWWA C200 – Standard For Steel Water Pipe – 6 In. (150 Mm) and larger

2. AWWA C206 - Field Welding of Steel Water Pipe

1.4 QUALITY ASSURANCE

A. An independent testing laboratory selected and paid by Owner, will be retained to perform construction testing on filling operations and subgrade analysis as specified in Section 312000 and as specified herein.

B. Testing shall be in accordance with Section 312000, Article 3.16, "Field Testing"

1.5 SUBMITTALS

A. Shop drawings or details pertaining to excavating and filling for structures are not required unless otherwise shown on Construction Drawings or if contrary procedures to Contract Documents are proposed.

B. Submit 30-pound sample of each type of material from off-site borrow sources that is to be used in backfilling in air-tight container(s) to the independent testing laboratory or submit gradation and certification of aggregate material that is to be used at the site to the independent testing laboratory for review.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Fill material from on-site as specified in Section 312000 and approved by Owner.

B. Fill material from off-site as specified in Section 312000 and approved by Owner.

C. Aggregate material as specified in Section 312600.

2.2 EQUIPMENT

A. Transport off-site materials to the project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

PART 3 – EXECUTION

3.1 PREPARATION

A. Identify lines, elevations, and grades necessary to construct building subgrades as shown on Construction Drawings.

B. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

C. Locate and identify utilities that have previously been installed and protect from damage.

D. Locate and identify existing utilities that are to remain and protect from damage.

E. Over excavate and properly prepare areas of subgrade that are not capable of supporting proposed structures. Stabilize these areas by using acceptable geotextile fabrics or aggregate materials placed and compacted as specified in Section 312700.

3.2 EXCAVATION

A. Excavate building areas to line and grades as shown on Construction Drawings being careful not to over excavate beyond elevations needed for building subgrades unless otherwise required by the Contract Documents.

B. Place suitable excavated material into project fill areas as specified in Section 312000.

C. Unsuitable excavated material is to be disposed of in manner and location that is acceptable to Owner and local governing agencies.

D. Perform excavation using capable, well-maintained equipment and methods acceptable to Owner and local governing agencies.

3.3 FILLING AND SUBGRADE PREPARATION

A. Building area subgrade pad shall be that portion of site directly beneath and 10-feet beyond building and appurtenances, including limits of future building expansion areas as shown on Construction Drawings.

B. Prepare building area subgrade pad in strict accordance with "Foundation" section in the "General Notes" section of Structural drawings. Rock larger than 6-inches shall not be part of building subgrade fill.

C. Areas exposed by excavation or stripping and on which building subgrade preparation are to be performed shall be scarified to a minimum depth of 8-inches and compacted to minimum of 98 percent of maximum density, in accordance with ASTM D 698, (or 95 percent of maximum density, in accordance with ASTM D 1557) at moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content. Proofroll these areas to detect areas of insufficient compaction. Accomplish proofrolling by making a minimum of 2 complete passes with a fully-loaded tandem-axle dump truck with a maximum weight of 20 tons, or approved equal, in each of 2 perpendicular directions while under supervision and direction of the independent testing laboratory. Excavate and recompact areas of failure as specified herein. Continual failure areas shall be stabilized in accordance with Section 312700 at no additional cost to Owner.

D. Place fill material used in preparation of subgrade in lifts or layers not to exceed 8-inches loose measure and compacted to a minimum density of 98 percent of maximum density, in accordance with ASTM D 698 (or 95 percent of maximum density, in accordance with ASTM D 1557) at moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content. Unless specifically stated otherwise in Structural drawings, following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of suitable materials to be used as fill in specified areas:

Location	PI	LL
*Building area, below upper four feet	20	50
*Building area, upper four feet	12	40

(*References to depth are to proposed subgrade elevations)

3.4 COMPACTION

A. Maintain optimum moisture content of fill materials as specified above to attain required compaction density.

B. Test materials in accordance with Section 312000.

C. Corrective measures for non-complying compaction: Remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner.

3.5 MAINTENANCE OF SUBGRADE

A. Verify finished subgrades to ensure proper elevation and conditions for construction above subgrade.

B. Protect subgrade from excessive wheel loading during construction, including concrete trucks, dump trucks, and other construction equipment.

C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in manner that will comply with compaction requirements by use of material equal to or better than that specified for fill herein. Surface of subgrade after compaction shall be firm, uniform, smooth, stable, and true to grade and cross-section.

D. Construct temporary ditches and/or perform such grading as necessary to maintain positive drainage away from subgrade at all times.

3.6 FINISH GRADING

A. Finish grading shall be in accordance with Section 312000 and as specified herein.

B. Check grading of building subgrades by string line from grade stakes (blue tops) set at not more than 50-foot centers. Tolerance of 0.10-foot will be permitted. Contractor to provide engineering and field staking necessary for verification of lines, grades, and elevations.

3.7 FIELD QUALITY CONTROL

A. Testing shall be in accordance with Section 312000, Article 3.17, "FIELD TESTING".

END OF SECTION 312200

SECTION 312400 – EXCAVATION, BACKFILL, AND COMPACTION FOR PAVEMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Excavation to line, grade, and configuration as shown on Construction Drawings for proposed and future pavement areas.

B. Fill to line, grade, and configuration as shown on Construction Drawings for proposed and future pavement areas.

C. Compacting fill materials is acceptable manner as specified herein.

1.2 RELATED SECTIONS

A. Section 312000 – Earthwork

B. Section 312100 – Rock Excavation

C. Section 312700 – Soil Stabilization

D. Section 321206 – Base Course

E. Section 312600 – Aggregate Material

F. Section 321226 – Asphaltic Concrete Paving – Parking Lot (Marshall Mix Design)

G. Section 321313 – Portland Cement Concrete Paving

H. Section 312333 – Curbs and Sidewalks

I. Construction Drawings

1.3 REFERENCE STANDARDS

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced with the text by the basic designation only.

B. American Society for Testing and Materials (ASTM) Latest Edition

1. ASTM D422 – Standard Test Methods for Particle Size Analysis of Soil.

2. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3)

3. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3)

4. ASTM D2216-Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

5. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

6. ASTM D2488 – Standard Description and Identification of Soils (Visual-Manual Procedures).

7. ASTM D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

8. ASTM D3017 – Standard Test Methods for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

9. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

C. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO T 88 – Particle Size Analysis of Soils

D. State Department of Transportation (DOT): Latest Edition

1. Standard Specifications for Construction Materials

E. National Fire Protection Association (NFPA)

1. NFPA 70 – National Electrical Code

F. American Water Works Association (AWWA)

1. AWWA C200-Standard for Steel Water Pipe – 6 In. And Larger

2. AWWA C206-Field Welding of Steel Water Pipe

1.4 QUALITY ASSURANCE

A. Independent Testing Laboratory, selected and paid by Owner, will be retained to perform construction testing on filling operations and subgrade analysis as specified in Section 312000 and as specified herein.

B. Testing shall be in accordance with Section 312000, Article 3.17, "Field Testing".

1.5 SUBMITTALS

A. Shop drawings or details pertaining to excavating and filling for pavement are not required unless otherwise required by the Construction Documents or if contrary procedure to Construction Documents are proposed.

B. Submit 30-pound sample of each type of off-site fill material that is to be used in backfilling in air-tight container to independent testing laboratory or submit gradation and certification of aggregate material that is to be used to independent testing laboratory for review.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Fill material from on-site as specified in Section 312000 and approved by Owner.

B. Fill material from off-site as specified in Section 312000 and approved by Owner.

C. Aggregate material as indicated on the plans and specified in Section 312600.

D. Acceptable geotextile fabrics and geogrids as specified in Section 312700.

2.2 Equipment

A. Transport off-site materials to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger improvements by rutting, overloading, or pumping.

PART 3-EXECUTION

3.1 PREPARATION

A. Identify lines, elevations, and grades necessary to construct pavements, curb, curb and gutter, bases, sidewalks, and roadways as shown on Construction Drawings.

B. Protect benchmarks, property corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

C. Locate and identify site utilities that have previously been installed and protect from damage.

D. Locate and identify existing utilities that are to remain and protect from damage.

E. Over-excavate and properly prepare areas of subgrade that are not capable of supporting proposed systems. Stabilize these areas by using acceptable geotextile fabrics or aggregate material placed and compacted as specified in Section 312700.

3.2 EXCAVATION

A. Excavate roadway and pavement areas to line and grade as shown on Construction Drawings.

B. Place suitable material into project fill areas as specified in Section 312000.

C. Unsuitable excavated material is to be disposed of in manner and location that is acceptable to Owner and local governing agencies.

D. Perform excavation using capable, well-maintained equipment and methods acceptable to Owner and local governing agencies.

3.3 FILLING AND SUBGRADE PREPARATION

A. Areas exposed by excavation or stripping and on which subgrade preparations for paving are to be performed, including future pavement areas, shall be scarified to minimum depth of 8-inches and compacted to not less than 98 percent of maximum density, in accordance with ASTM D698 (or 95 percent of maximum density, in accordance with ASTM D1557) at moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content. Proofroll these areas to detect areas of insufficient compaction. Accomplish proofrolling by making minimum of 2 complete passes with fully-loaded tandem-axle dump truck with a maximum load weight of 20 tons, or approved equal, in each of 2 perpendicular directions until acceptable. Excavate and recompact areas of failure as specified herein. Continual failure areas shall be stabilized in accordance with Section 312700 at no additional cost to Owner.

B. Place fill materials used in preparation of the subgrade in lifts or layers not to exceed 8-inches loose measure and compacted to minimum density of not less than 98 percent of maximum density, in accordance with ASTM D698, (or 95 percent of maximum density, in accordance with ASTM D1557) at moisture content of not less than 1 percent below and not more than 3 percent above optimum moisture content.

C. Following table stipulates maximum allowable values for plasticity index (PI) and liquid limit (LL) of suitable fill materials to be used in specified areas, unless specifically stated otherwise on Construction Drawings:

LL	PI
*Paving Area, below upper two feet 50	20
*Paving Area, upper two feet 40	15

(*Reference to depth are to proposed subgrade elevations)

D. Material imported from off-site or fill material removed from onsite cut areas shall have CBR or LBR value equal to or above pavement design subgrade CBR or LBR value indicated in the Geotechnical Investigation Report.

3.4 COMPACTION

A. Maintain optimum moisture content of fill materials as specified herein to attain required compaction density.

B. Test materials in accordance with Section 312000, Article 3.17, "Field Testing".

C. Corrective measures for non-complying compaction: Remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner.

D. Construction temporary ditches and/or perform such grading as necessary to maintain positive drainage away from subgrade at all times.

3.5 MAINTENANCE OF SUBGRADE

A. Verify finished subgrades to ensure proper elevation and conditions for construction above subgrade.

B. Protect subgrade from excessive wheel loading during construction including concrete trucks, dump trucks, and other construction equipment.

C. Remove areas of finished subgrade found to have insufficient compaction density to depth necessary and replace in manner that will comply with compaction requirements by use of material equal to or better than best subgrade material on site. Surface of subgrade after compaction shall be hard, uniform, smooth, stable, and true to grade and cross-section.

3.6 FINISH GRADING

A. Finish grading shall be in accordance with Section 312000 and as specified herein.

B. Check grading of paving areas by string line from grade stakes (blue tops) set at not more than 50-foot centers. Tolerances of 0.10-foot, more or less, will be permitted. Contractor is to provide engineering and field staking necessary for verification of lines, grades, and elevations.

3.7 FIELD QUALITY CONTROL

A. Testing shall be in accordance with Section 312000, Article 3.17, "Field Testing".

END OF SECTION 312400

SECTION 312600 – AGGREGATE MATERIALS

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Aggregate materials use as specified in other Sections.

1.2 RELATED SECTIONS

A. Section 310000 – Site Demolition

B. Section 311000 – Site Clearing

C. Section 312000 – Earthwork

D. Section 312200 – Excavation, Backfill, and Compaction for Structures

E. Section 312300 – Excavation, Backfill, and Compaction for Utilities

F. Section 312400 – Excavation, Backfill, and Compaction for Pavement

G. Section 312500 – Excavation, Backfill, and Compaction for Out Parcels

H. Section 312700 - Soil Stabilization

I. Section 312800 – Erosion Control and Sedimentation

J. Section 323223 - Segmental Retaining Wall Systems

K. Construction Drawings.

1.3 REFERENCE STANDARD

A. The publications listed below form a part of this specification to the extent referenced. Publications are referenced with the text by the basic designation only.

B. American Society for Testing and Materials (ASTM) Latest Edition

1. ASTM C136-Standard Test Methods for Sieve Analysis of Fine and Coarse Aggregates.

2. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3)

3. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 lf-lbf/ft^3)

4. ASTM D2216-Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

5. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

6. ASTM D2488 – Standard Description and Identification of Soils (Visual-Manual Procedures).

7. ASTM – D2922 – Standard Test Methods for Density of Soil and Soil-Aggregate In Place by Nuclear Methods (Shallow Depth)

8. ASTM – D3017 – Standard Test Methods for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

9. ASTM D4318 – Standard Tests Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

C. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO T 88 – Particle Size Analysis of Soils

D. State Department of Transportation (DOT): Latest Edition

1. Standard Specifications for Construction and Materials

1.4 QUALITY ASSURANCE

A. Tests and analysis of aggregate materials will be performed in accordance with ASTM and AASHTO procedures specified herein.

1.5 SUBMITTALS

A. Submit 30-pound sample of each aggregate or mixture that is to be incorporated into project in air-tight containers to the independent testing laboratory or submit gradation and certification of aggregate material that is to be incorporated into project to the independent testing laboratory for review.

B. Submit name of each material supplier and specific type and source of each material. Any change in source requires approval of Owner.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Construction and materials shall meet or exceed requirements of this Section and applicable state highway department specifications section(s) referred to or noted on the Construction Drawings which pertain to paving base course design, materials, preparation, and execution. Materials shall be as indicated in the Construction Documents and shall comply with state highway department specifications regarding source, quality, gradation, soundness, absorption, liquid limit, plasticity index, and mix proportioning.

B. Soil Materials

1. Class II: Coarse-Grained Soils; conforming to ASTM D2487 Group Symbol, GW, GP, SW and SP.

2. Class III: Coarse-Grained Soils with Fines; conforming to ASTM D2487 Symbol GM, GC, SM and SC.

3. Class IV-A: Fine-Grained Soils (inorganic); conforming to ASTM D2487 Group Symbol ML and CL.

4. Class IV-B: Fine Grained Soils (inorganic); conforming to ASTM D2487 Group Symbol MH and CH.

5. Class V: Organic Soils; conforming to ASTM D2487 Group Symbol OL, OH, and PT.

C. Aggregate Material

1. Coarse Aggregate Type A1: Material shall be sound crushed limestone, crushed slag, granulated slag, crushed gravel, or other types of suitable material meeting the requirements of this section. Crushed limestone, crushed slag and crushed gravel shall meet the following grading requirements:

Sieve Size	Percent Passing
1 ½ inches	100
1 inch	75 - 100
3/4 inch	60 - 100
3/8 inch	35 - 75
No. 4	30 - 60
No. 30	7 - 30
No. 200	0 - 5

2. Coarse Aggregate Type A2: Materials shall be crushed carbonate, crushed gravel crushed air-cooled slag, granulated slag, a mixture of crushed and granulated slag, or other types of suitable material meeting the requirements of this item. Crushed carbonate stone or mixtures of crushed and granulated slags shall meet the following gradation requirements.

Sieve Size	Percent Passing
2 ½ inches	100
1 inch	70 - 100
¾ inch	50 - 90
No. 4	30 - 60
No. 30	7 - 30
No. 200	0 – 5

3. Aggregate Type A3: Pea Gravel – Natural stone; washed, free of clay, shale, organic matter; graded in accordance with ASTM C136 and D2487; to the following limits:

   a. Minimum size: ¼ inch

   b. Maximum size: 5/8 inch

4. Fine Aggregate Type A4: Sand – Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter; graded in accordance with ASTM C 136 and D2487; within the following limits:

Sieve Size	Percent Passing
No. 4	90 - 100
No. 50	7 - 40
No. 200	0 - 5

5. Class I-A: Material shall be sound crushed limestone, crush slag, granulated slag, crushed gravel, or other types of suitable material meeting the requirements of this item. Crushed limestone, crushed slag and crushed gravel shall meet the following grading requirements:

Sieve Size	Percent Passing
1 ½ inches	100
No. 4	<10
No. 200	<05

6. Class I-B: Material shall be crushed carbonate, crushed gravel, crushed air-cooled slag, granulated slag, a mixture of crushed and granulated slag, or other types of suitable material meeting the requirements of this item. Crushed carbonate stone or mixtures of crushed and granulated slags shall meet the following gradation requirements:

Sieve Size	Percent Passing
1½ Inches	100
No. 4	<50
No. 200	<5

2.2 EQUIPMENT

A. Transport off-site materials to project using well-maintained and operating vehicles. Once on site, transporting vehicles shall stay on designated haul roads and shall at no time endanger any improvements by rutting, overloading, or pumping.

PART 3 – EXECUTION

3.1 STOCKPILING

A. Stockpile on-site at locations indicated by Owner in such a manner that there will be no standing water or mixing with other materials.

3.2 BORROW AND SPOIL SITES

A. Upon completion of borrow and/or spoil operations, clean up borrow and/or spoil areas as indicated on Construction Drawings in neat and reasonable manner to satisfaction of property owner and Owner.

END OF SECTION 312600

SECTION 312700 – SOIL STABILIZATION

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Excavation, treatment, and backfilling of subgrade for lime, cement fly ash, or bridge lift stabilization.

2. Geotextile Fabric and/or Geogrid for stabilization of subgrade.

B. Related Sections

1. Section 312000 – Earthwork

1.2 REFERENCE STANDARDS

A. The publications listed below form a part of this specification to the extent referenced Publications are referenced with the text by the basic designation only.

B. American Society for Testing Materials (ASTM) Latest Addition

1. ASTM C150-Portland Cement

2. ASTM C618-Flay Ash and Raw and Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete.

3. ASTM C977 – Quicklime and Hydrated Lime for Soil Stabilization

4. ASTM D1633 – Compressive Strength of Molded Soil-Cement Cylinders

C. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO M 216 – Lime for Soil Stabilization

D. National Lime Association (NLA)

1. NLA Bulletin 326 – Lime Stabilization Construction Manual

1.3 ENVIRONMENTAL REQUIREMENTS

A. Do not install mixed materials in wind in excess of 10 mph or when temperature is below 40 degrees Fahrenheit.

1.4 SUBMITTALS

A. Submit 30-pound sample of each material to be used at the site in airtight containers to the Independent Testing Laboratory or submit gradation and certification of materials that is to be used to the Independent Testing Laboratory for review.

B. Submit name of each materials supplier and specific type and source of each material. Obtain approval of Owner prior to change in source.

C. Submit mix design and materials mix ratio to Independent Testing Laboratory that will achieve specified requirements as indicated in the documents (or as specified by state and local agencies for soil stabilization if not stated in documents).

D. If geogrids or geotextiles are to be used, design shall be submitted to Owner for approval.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with state and local standards in conjunction with requirements specified herein.

PART 2 –PRODUCTS

2.1 MATERIALS

A. Soil Treatment Materials:

1. Hydrated Lime

2. Portland Cement: ASTM C150, Type I

3. Fly Ash: ASTM C977 or AASHTO M216

B. Aggregate

1. Coarse Aggregate: Crushed carbonate, crushed gravel, crushed air-cooled slag, granulated slag, a mixture of crushed and granulated slag, or other types of suitable material meeting the following gradation requirements:

Sieve Size	Percent Passing
2 inches	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	7-30
No. 200	0-5

2. Fine Aggregate: Sand-Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter meeting the following gradation requirements:

Sieve Size	Percent Passing
No. 4	90-100
No. 50	7-40
No. 200	0-5

C. Subsoil: Existing to be Reused.

D. Bridge Lift Material: Surge stone, granular fill, or shot rock fill.

2.2 ACCESSORIES

A. Curing Seal: Asphalt Emulsion Primer

B. Geotextile Fabric for Stabilization: Provide one of the following:

1. Mirafi 500X or 600X
2. Phillips 66 Supac 6WS
3. Dupont Typar 3401 and 3601
4. Trevira S1114 and S1120
5. Tensar SS-1 and SS-2
6. Exxon GTF-200 or 350
7. TerraTex HD and GS

C. Geogrid for Stabilization: Provide one of the following

1. Tensor BX 1100
2. Tensor BX 1200

2.3 EQUIPMENT

A. Perform operations using suitable, well maintained equipment capable of excavating subsoil, mixing and placing materials, wetting, consolidating, and compacting of material.

PART 3 – EXECUTION

3.1 PREPARATION

A. Obtain approval from the Independent Testing Laboratory of mix design before proceeding with placement.

B. Start stabilization only when weather and soil conditions are favorable for successful application of proposed material.

C. Proofroll subgrade to identify areas in need of stabilization.

3.2 EXCAVATION

A. Excavate subsoil to depth sufficient to accommodate soil stabilization.

B. Remove lumped subsoil, boulders, and rock that interfere with achieving uniform subsoil conditions.

C. Do not excavate within normal 45 degree bearing splay of any foundation.

D. Notify Construction Manager of unexpected subsurface conditions. Discontinue affected work in area until notified to resume work.

E. Correct areas over-excavated in accordance with Section 312000

F. Remove excess excavated material from site.

3.3 GEOTEXTILE FABRIC/OR GEOGRID

A. Place geotextile fabric and/or geogrid over subsoil surface, lap edges and ends in accordance with manufacturer's recommendations in those areas that are shown on Construction Drawings or in those areas that need additional stabilization prior to placement of base course. Bridge lift sections may require the use of geotextile fabric and/or geogrid for stabilization prior to placement of fill.

B. Place geotextile fabric and/or geogrid in accordance with manufacturer's recommendations.

3.4 SOIL TREATMENT AND BACKFILLING

A. Lime Stabilized Subgrade: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade with hydrated lime in accordance with state highway department specifications.

B. Cement Stabilized Subgrade: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade with Portland cement in accordance with state highway department specifications.

C. Fly Ash Stabilized Subgrade: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade with fly ash in accordance with the state highway department specifications.

D. Bridge Lifts: Where indicated on Construction Drawings or as required after continual failure, treat prepared subgrade by application of a bridge lift. Bridging over existing soils shall be acceptable only when approved in writing by the Owner. Place geotextile fabric or geogrid over existing soils to be bridged. The geotextile fabric or geogrid selected shall be appropriate for the bridge lift material being placed. Place bridge lift over geotextile fabric or geogrid. Surge stone and shot rock will be approved by the Owner's representative on a submittal basis. The Owner and the Owner's representative shall have sole discretion as to the acceptability of all submittals.

E. Backfill and compaction of treated subsoil shall be in accordance with Sections 312000.

F. Maintain optimum moisture of mixed materials to attain required stabilization and compaction.

G. Finish subgrade surface in accordance with Section 312000.

H. Remove surplus mix materials from site.

3.5 CURING

A. Immediately following compaction of mix, seal top surface with curing seal.

B. Do not permit traffic for 72 hours after sealing top surface.

3.6 FIELD QUALITY CONTROL

A. Unconfined compression tests on lime, fly ash, or cement treated mixture shall be conducted in accordance with ASTM D 1633. Three tests shall be conducted for each mix design tested. Samples shall be cured at a constant moisture content and temperature for 28 days. Scratch portion of the test shall be omitted.

B. Field Density: Field in-place density shall be determined as specified in Section 312000. At least one field density test shall be performed for each 250 square yards (or fraction thereof) of each layer of base material.

C. If tests indicate work does not meet specified requirements, remove work, replace and retest.

END OF SECTION 312700

SECTION 312800-EROSION AND SEDIMENTATION CONTROL (INCLUDING SWPPP)

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Installation of temporary and permanent erosion and sedimentation control systems.

2. Installation of temporary and permanent slope protection systems.

3. Storm Water Pollution Prevention Plan (SWPPP).

B. Related Sections

1. Section 311000 – Site Clearing

2. Section 312000- Earthwork

3. Section 312900 – Stone Protection

4. Section 334100 – Storm Drainage

5. Section 329200 – Turf and Grasses

6. Section 329300 – Planting

7. Storm Water Pollution Prevention Plan

8. Construction Drawings ("Site Maps")

1.2 ENVIRONMENTAL REQUIREMENTS

A. Protect adjacent properties, any identified endangered or threatened species or critical habitat, any identified cultural or historic resources, and receiving water resources from erosion and sediment damage until final stabilization.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Seed, sod, and ground covers for the establishment of vegetation in accordance with Section 329200 and 329300.

B. Sediment control devices as specified on the Construction Drawings.

C. Rolled erosion control products according to Erosion Control Technology Council (ECTC_ standard specifications.

D. Temporary mulches such as loose straw, wood cellulose, or agricultural silage.

E. Rip-Rap as specified in Section 312900.

F. Temporary and permanent outfall structures as specified on the drawings.

PART 3 – EXECUTION

3.1 PREPARATION

A. Review the drawings and Storm Water Pollution Prevention Plan.

B. Revise SWPPP as necessary to address potential pollution from site identified after issuance of the SWPPP at no additional cost to owner.

C. Conduct storm water pre-construction meeting with Site Contractor, all ground-disturbing Sub-Contractors, site engineer of record or someone from their office familiar with the site and SWPPP, and state or local agency personnel in accordance with requirements of the special conditions.

3.2 EROSION AND SEDIMENTATION CONTROL AND SLOPE PROTECTION IMPLEMENTATION

A. Place erosion and sedimentation control systems in accordance with the drawing and Storm Water Pollution Prevention Plan or as may be dictated by site conditions in order to maintain the intent of the specifications and permits.

B. Deficiencies or changes on the drawings or Storm Water Pollution Prevention Plan shall be corrected or implemented as site conditions change. Changes during construction shall be noted in the Storm Water Pollution Prevention Plan and posted on the drawings (Site Maps).

C. Owner has authority to limit surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and embankment operations and to direct Contractor to provide immediate permanent or temporary pollution control measures.

D. Maintain temporary erosion and sedimentation control systems as dictated by site conditions, indicated in the construction documents, or as directed by governing authorities or Owner to control sediment until final stabilization. Contractor shall respond to maintenance or additional work ordered by Owner or governing authorities immediately, but in no case, within not more than 48 hours if required at no additional cost to the Owner.

E. Contractor shall incorporate permanent erosion control features, paving, permanent slope stabilization, and vegetation into project at earliest practical time to minimize need for temporary controls.

F. Permanently seed and mulch cut slopes as excavation proceeds to extent considered desirable and practical.

G. Unless required within a shorter timeframe by the applicable General Permit for Storm Water Discharges Associated with Construction Activity, slopes that erode easily or that will not be graded for a period of 14 days or more, shall be temporarily stabilized as work progresses with vegetation or other acceptable means in accordance with Section 329300 unless

otherwise specified in the Contract Documents. In the event it is not practical to seed areas, slopes must be stabilized with mulch and tackifier, bonded fiber matrix, netting, blankets or other means to reduce the erosive potential of the area.

END OF SECTION 312800

SECTION 32133 –SIDEWALKS

PART 1 –GENERAL

1.1 SUMMARY

A. Section Includes

1. Portland cement sidewalk.

B. Related Sections

1. Section 312000 – Earthwork: Preparation of subgrades.

1.2 REFERENCES

A. American Concrete Institute (ACI)

1. ACI 305R – Hot Weather Concreting.

2. ACI 306R-Standard Specification for Cold Weather Concreting

3. ACI 308 – Standard Practice for Curing Concrete.

B. American Standards for Testing and Materials (ASTM) latest edition

1. ASTM A185 – Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

2. ASTM A615 – Deformed and Plain Billet-Steel for Concrete Reinforcement.

3. ASTM C94 – Ready-Mixed Concrete.

4. ASTM C260 – Air-Entraining Admixtures for Concrete.

5. ASTM C309 – Liquid Membrane – Forming Compounds for Curing Concrete.

6. ASTM D994 – Preformed Expansion Joint Filler for Concrete (Bituminous).

7. ASTM D1190 – Concrete Joint Sealer, Hot Poured, Elastic Type.

8. ASTM D1751 – Performed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

9. ASTM D2628 – Performed Polychloroprene Elastomeric Joint Seals for Concrete Pavements.

C. Federal Specifications (FS)

1. FS HH-F-341 – Fillers, Expansion Joint: Bituminous (Asphalt & Tar).

D. State Highway Department Standard Specifications

1.3 SUBMITTALS

A. Submit materials certificate from materials producer and Contractor, certifying that materials comply with, or exceed requirements specified herein to the Engineering Consultant of Record and the Independent Testing Laboratory for review and approval and within 7 calendar days after receipt of Notice-to-Proceed, submit for approval, certified laboratory test data or manufacturers certificates and data for the following items:

1. Portland cement concrete mix.
2. Aggregate gradations.
3. Performed expansion joint filler.
4. Field molded/poured sealant.
5. Dowel bars.
6. Expansion sleeves.
7. Tie bars.
8. Reinforcing steel bars.
9. Welded wire fabric.
10. Air entraining admixtures.
11. Water-reducing and set-retarding admixtures (if used).

1.4 QUALITY ASSURANCE

A. Establish and maintain required lines and elevations.

B. Check surface areas at intervals necessary to eliminate ponding areas. Remove and replace unacceptable work as directed by Owner.

1.5 PROJECT CONDITIONS

A. Maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

PART 2 – PRODUCTS

2.1 MATERIAL

A. Concrete: Mix concrete and deliver in accordance with ASTM C94.

1. Design mix shall produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce following:

a. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on Construction Drawings.

b. Slump Range: 2"-4" for hand placed concrete, 1-1/4" to 3" for machine placed (slipform) concrete.

c. Air Entrainment: 5 to 8 percent.

B. Forms: Steels, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Forms shall be of depth equal to depth of curbing or sidewalk, and so designed as to permit secure fastening together at tops. Coat forms with nonstaining type of coating that will not discolor or deface surface of concrete.

C. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, ASTM A 185. Furnish in flat sheets.

D. Reinforcing Steel: Deformed steel bars, ASTM A 615, Grade 60.

E. Portland Cement: Shall conform to ASTM C 150, Type I

F. Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D994, D1751, D2628; FS HH-F-341, Type II, Class A or approved equal.

G. Joint Sealants: Conforming to ASTM D1190, non-priming, pourable, self-leveling polyurethane. Acceptable sealants are Sonneborn "Sonolastic Paving Joint Sealant", Sonneborn "Sonomeric CT 1 Sealant", Sonneborn "Sonomeric CT 2 Sealant", Mameco "Vulken 245", or Woodmont Products "Chem-Caulk".

H. Aggregate: ASTM C33.

I. Water: Clean and potable.

J. Dowel Bars: ASTM A615, grade 60, and plain steel bars.

K. Air Entraining Mixture: ASTM C260; Sika AER by Sika Corporation or Air Mix by the Euclid Chemical Corporation.

L. Curing Compound: ASTM C309; Hydrocide by Sonneborn of Rexnord Chemical Products, Inc. or and Polyseal 4 in 1 by Chem Masters Corporation.

M. Joint Backup Rods: CCEVA Rod 100 by E-Poxy Industrials, Inc., Sealtight BACKER ROPE by W.R. Meadows, Inc. or approved equal.

PART 3 – EXECUTION

3.1 PREPARATION

A. Begin paving work only after unsuitable areas have been corrected and are ready to receive paving.

B. Remove loose material from compacted base material surface to produce firm, smooth surface immediately before placing concrete.

3.2 INSTALLATION

A. Form Construction

1. Set forms to required grades and lines, rigidly braced and secured.

2. Install sufficient quantity of forms to allow continuance of work and so that forms remain in place minimum of 24 hours after concrete placement.

3. Check completed formwork for grade and alignment to following tolerances:

   a. Top of forms not more than 1/8-inch in 10'-0".

   b. Vertical face on longitudinal axis, not more than ¼-inch in 10'-0".

4. Clean forms after each use and coat with form release agent as often as required to ensure separation from concrete without damage.

B. Reinforcement: Fasten reinforcing bars or welded wire fabric (if required) accurately and securely in place with suitable supports and ties. Remove from reinforcement all dirt, oil, loose mill scale, rust, and other substances that will prevent proper bonding of the concrete to the reinforcement.

C. Concrete Placement

1. Concrete shall be mixed and placed when the air temperature in the shade and away from artificial heat is a minimum of 35 degrees F and rising. Hot and cold weather concreting shall be in accordance with ACI 305R and 306R, respectively.

2. Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Do no place concrete around manholes or other structures until set at required finish elevation and alignment.

3. Place concrete using methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation or reinforcing, dowels, and joint devices.

4. Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than ½ hour, place construction joint. Automatic machine may be used for curb and gutter placement. Machine placement shall be at required cross section, line, grade, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified herein.

D. Joint Construction

1. Contraction Joints: Construct concrete curb or combination concrete curb and gutter, where specified on Construction Drawings, in uniform sections of length specified on Construction Drawings. Form joints between sections either by steel templates, 1/8-inch in thickness, of length equal to width of curb and gutter, and with depth which will penetrate at least 2-inches below surface of curb and gutter; or with ¾-inch thick performed expansion joint filler cut to exact cross section of curb and gutter; or by sawing to depth of at least 2-inches while concrete is between 4 and 24 hours old. If steel

templates are used, they shall be left in place until concrete has set enough to hold its shape, but shall be removed while forms are still in place.

2. Longitudinal Construction Joints: Tie concrete curb or combination concrete curb and gutter, where specified on Construction Drawings, to concrete pavement with ½-inch round deformed reinforcement bars of length and spacing shown on Construction Drawings.

3. Transverse Expansion Joints: Concrete curb, combination concrete curb and gutter, or concrete sidewalk shall have filler cut to exact cross section of curb, gutter or sidewalk. Joints shall be similar to type of expansion joint used in adjacent pavement.

E. Joint Fillers: Extend joint fillers full-width and depth of joint, and not less than ½-inch or more than 1-inch below finished surface where joint sealer is indicated. Furnish joint fillers in 1-piece lengths or full width being placed, wherever possible. Where more than 1 length is required, lace or clip joint filler section together.

F. Joint Sealants: Install in accordance with manufacturer's recommendations.

3.3 CONCRETE FINISHING

A. After striking off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

B. Work edges of sidewalks, gutters, back top edge of curb, and formed joints with edging tool, rounding edge to ½-inch radius. Eliminate tool marks on concrete surface. After completion of floating and trowelling, when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

1. Curbs, gutters, and sidewalks: Broom finish by drawing fine-hair broom across surface perpendicular to flow of traffic. Repeat operation as necessary to produce fine line texture.

C. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up minor honeycombed areas. Remove and replace areas or section with major defects as directed by Owner.

D. Protect and cure finished concrete paving using acceptable moist-curing methods in accordance with "water-curing" section of ACI 308.

3.4 BACKFILLING

A. After concrete has set sufficiently, spaces on either side of concrete curb, combination concrete curb and gutter, or concrete sidewalk shall be refilled to required elevation with suitable material compacted in accordance with Section 312000.

3.5 CLEANING AND PROTECTION

A. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

B. Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

END OF SECTION 312333

SECTION 323113 – CHAIN LINK FENCES AND GATES (SITE RELATED)

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Chain link fences and gates associated with sitework.

B. Related Sections

1. Section 312000 – Earthwork

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM A 392 – Zinc-Coated Steel Chain-Link Fence Fabric.

2. ASTM C 94 – Ready-Mixed Concrete.

B. Chain Link Fence Manufacturers Institute (CLFMI) latest edition Product Manual.

1.3 SUBMITTALS

A. Project Record Documents: Accurately record actual locations of property perimeter posts relative to properly lines and easements.

1.4 QUALITY ASSURANCE

A. Chain link fabric, posts, and components, and installation shall conform to the requirements of the CLFMI Product Manual unless otherwise shown or specified.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with minimum 3 years documented experience.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Steel Posts: Type I or II or roll formed "C" Section steel conforming to CLFMI and as specified hereinafter.

B. Fabric: No. 9 gage (0.148 nominal) galvanized steel wire in 2 inch mesh; ASTM A 392, top and bottom selvages twisted and barbed, height as shown. Furnish 1-piece fabric widths.

C. End, Corner, and Pull Posts: Minimum sizes and weights as follows:

1. Up to 13 Foot Fabric Height: Type I or II in accordance with CLFMI Product Manual.

2. 13 foot and over Fabric Height (if required):

   a. Type I Posts: Round; 4.0 inches outside diameter pipe, 9.10 lbs/lin ft.

   b. Type II Posts: 4.0 inch outside diameter pipe, 6.56 lbs/lin ft.

D. Line (Intermediate) Posts: Minimum sizes and weights as follows:

1. Up to 8 Foot Fabric Height: Type I, II, or "C" Section in accordance with CLFMI Product Manual.

2. Over 8 Foot Fabric Height:

   a. Type I Posts:

      1) Round: 2,875 inch outside diameter pipe, 5.79 lbs/lin ft.

      2) Square: 2.5" x 2.5" outside dimension, 5.10 lbs/lin ft.

   b. Type II Posts: 2.875 inch outside diameter pipe, 4.64 lbs/lin ft.

E. Gate Posts: Type I or II in accordance with CLFMI Product Manual.

F. Top, Bottom, and Intermediate Rails: Type I or II in accordance with CLFMI Product Manual.

1. Manufacturer's longest lengths.

2. Couplings: Expansion type, approximately 6 inches long.

3. Attaching Devices: Means of attaching top rail securely to each gate, corner, pull, and end post.

G. Sleeves: Galvanized steel pipe not less than 6-inches long with inside diameter not less than ½ inch greater than outside diameter of pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than 1 inch greater than outside diameter of sleeve.

H. Tension Wire: 7 gage galvanized steel conforming to CLFMI, Marcelled, location at bottom of fabric.

I. Wire Tires: Class 1 galvanized steel, no less than 9 gage.

J. Post Brace Assembly: Manufacturer's standard adjustable brace at end of gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 0.375-inch diameter rod and adjustable tightener.

K. Post Tops: Galvanized steel, weather tight closure cap for each tubular post. Furnish caps with openings to permit passage to top rail.

L. Stretcher Bars: Galvanized steel, 1 piece lengths equal to full height of fabric, with minimum cross-section of 3/16-inch x ¾-inch. Provide one stretch bar for each gate and end post, and two for each corner and pull post.

M. Stretch Bar Bands: Manufacturer's standard

N. Gate Cross-bracing: 3/8-inch diameter galvanized steel adjustable length truss rods.

O. Ready Mix Concrete: ASTM C94, mix design as follows:

1. Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce following:

a. Compressive Strength: 3,500 psi, minimum at 28 days, unless otherwise indicated on Construction Drawings.

b. Slump Range: 1 to 3 inches at time of placement

c. Air Entrainment: 5 to 8 percent

P. Water: Clean

Q. Swinging Gate Hardware:

1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit full 180-degree gate opening. Provide a pair of 1 ½ -inch hinges for each leaf over 6'-0" nominal height.

2. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as integral part of latch.

R. Double Gates Hardware: Provide gate stops for double gates, consisting of mushroom type of flush plate with anchors set in concrete, to engage center drop rod or plunger bar. Include locking device and padlock eye as integral part of latch, using 1 padlock for locking both gate leaves.

S. Sliding Gate Hardware: Provide manufacturer's standard heavy-duty track, ball-bearing hanger sheaves, overhead framing and supports, guides, stays, bracing, and accessories as required.

2.2 GATE FABRICATION

A. Fabricate swing gate perimeter frames of 1.90-inch OD pipe, galvanized steel, Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8'-0" apart.

B. Assemble gate frames by welding or special fittings and rivets, for rigid connections. Install same fabric as for fence with stretcher bars at vertical edges. Install diagonal cross-bracing on gates as required ensuring rigid frame without sag or twist. Bars may be used at top and bottom edges. Attach stretchers to gate frame at 15 inches o.c. maximum.

C. Attach hardware to provide security against removal or breakage.

2.3 FINISH

A. Fabric, Framing, and Other Iron Parts: Hot dip zinc coated in accordance with CLFMI Product manual.

PART 3- EXECUTION

3.1 INSTALLATION

A. Install chain link fence in accordance with CLFMI Product Manual unless otherwise specified herein.

B. Comply with recommended procedures and instructions of fencing manufacturer. Provide secure, aligned installation with line posts spaced at 10'-0" o.c. maximum.

C. Methods for Setting Posts:

1. Grade-Set Posts:

a. Drill or hand excavate to a depth of approximately 3 inches lower than post bottom. Set post bottom not less than 36 inches below finish grade.

b. Excavate each post hole to 12 inch diameter, or not less than four times diameter of post.

c. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations. Extend concrete footing 2-inches above grade and trowel crown to shed water.

d. Post shall be set plumb within ¼" in 10 feet.

2. Sleeve Set Posts: Anchor posts by means of pipe sleeves present and anchored into concrete. After posts have been inserted into sleeves, fill annular space between post and sleeve solid with nonshrink, non-metallic grout, mixed and placed to comply with grout manufacturer's directions.

D. Top Rails: Run rail continuously, bending to form radius for curved runs. Provide expansion couplings as recommended by manufacturer.

E. Center Rails: Provide center rails where indicated. Install 1 piece between posts and flush with post on fabric side, using special offset fittings where necessary.

F. Brace Assemblies: Install braces so posts are plumb when diagonal rod are under proper tension.

G. Tension Wire: Install tension wires through post cap loops before stretching fabric and tie to each post cap wit not less than 6 gauge galvanized wire. Fasten fabric to tension wire using 11 gauge galvanized steel hog rings spaced 24-inches o.c.

H. Fabric: Leave approximately 2 inches between finish grade and bottom selvage. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence, and anchor to framework so that fabric remains in tension after pulling force is released.

I. Stretcher Bars: Secure at end, corner, pull, and gate posts by threading through or clamping to fabric at 4 inches o.c. and secure to posts with metal bands spaced at 15 inches o.c.

J. Tie Wires:

1. Use U-Shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly when ends twisted at least 2 full turns. Bend ends of wire to minimize hazard to person or clothing.

2. Tie fabric to line posts with wire ties spaced 12 inches o.c. Tie fabric to rails and braced with wire ties spaced 24 inches o.c. Tie fabric to tension wires with hog rings spaced 24-inches o.c.

3. Manufacturer's standard procedure will be accepted if of equal strength and durability.

K. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

L. Gates: Install gates plumb, level, and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubrication.

3.2 ADDITIONAL INSTALLATION PROVISIONS

A. Use U-shape tie wires, conforming to the diameters of pipe, the clasp the pipe and fabric firmly with ends twisted at least 2 full turns.

B. Bend ends of exposed wires to minimize hazards to persons or clothing.

C. Install nuts for fasteners on tension bands and hardware bolts on the side of the fence opposite the fabric. The ends of bolts, once secure and checked for smooth operation, shall be peened to prevent removal of nuts.

D. Repair coatings damaged in the field with methods and techniques as recommended by the manufacturer.

END OF SECTION 323113

SECTION 329200 – TURF AND GRASSES

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Seeding

2. Sodding

1.2 DEFINITIONS

A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

B. Finish Grade: Elevation of finished surface of planting soil

C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

I. Surface Soil: Whatever soil is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.3 SUBMITTALS

A. Product Data: For each type of produce indicated.

B. Certification of grass seed.

1. Certification of each seed mixture for turfgrass sod, identifying source, including name and telephone number of supplier.

C. Product certificates: for soil amendments and fertilizers, signed by product manufacturer.

1.4 QUALITY ASSURANCE

A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1. Pesticide Applicator: State licensed, commercial

B. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory.

1. The soil-testing laboratory shall oversee soil sampling.

2. Report suitability of tested soil for turf growth.

a. State recommendations for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

b. Report presence of problem salts, minerals, or heavy metals; if present, provide additional recommendations for corrective action.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Seed and other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

1.6 MAINTENANCE SERVICE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Seeded Turf: 60 days from date of Substantial Completion.

a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

2. Sodded Turf: 30 days from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species: State-certified seed of grass species as follows:

1. SEP 1 - MAR 31 PERENNIAL RYE GRASS @ 6 LBS./1,000 SF

CREEPING RED FESCUE @ 2 LBS./1,000 SF

TALL FESCUE @ 2 LBS./1,000 SF

SPF HYBRID BLUE GRASS @ 2 LBS./1,000 SF

2. WHEN RYE IS SPECIFIED (SEPT 1 - MAR 31), CONTRACTOR IS REQUIRED TO RETURN IN THE SPRING AND OVER-SEED WITH SPECIFIED SEED MIX LISTED ABOVE TO ENSURE ESTABLISHMENT. RYE GRASS SHALL BE MOWED TO 1.5 INCHES PRIOR TO OVER-SEEDING.

2. Approved Species.

2.2 TURFGRASS SOD

A. Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

B. Turfgrass Species: Sod of grass species as follows:

1. Common Bermuda

2. Approved Species

2.3 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.

2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.

F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, final ground with 90 percent passing through No. 50 sieve.

2.4 FERTILIZERS

A. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast-and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.5 PLANTING SOILS

A. Planting Soil: Existing on-site topsoil to be used for plantings. No additional topsoil is to be hauled in. Clean soil of roots, plants, sod, stones, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth. Mix soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Topsoil by Volume: 1:4.

2. Ratio of Loose Sphagnum Peat to Topsoil by Volume: 1:4.

3. Ratio of Loose Wood Derivatives to Topsoil by Volume: 1:4.

4. Weight of Lime, Aluminum Sulfate, Gypsum, or Superphosphate: As recommended by the soil analysis report.

2.6 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 – EXECUTION

3.1 TURF AREA PREPARATION

A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer directly to subgrade before loosening.

2. Provide and install approved topsoil from existing topsoil on-site to a depth of 1 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

   a. Reduce elevation of planting soil to allow for soil thickness of sod.

B. Unchanged Subgrades: If the turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:

1. Remove existing grass, vegetation, and turf. Do not mix into surface soil

2. Loosen surface soil to a depth of at least 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 1 inches of soil. Till soil to a homogeneous mixture of fine texture.

3. Retain first subparagraph below if required.

4. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.

5. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus ½ inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 SEEDING

A. 1:1 sloped berms are to receive broadcast seeding in late fall and again in early spring. Seed to be installed over sod to ensure establishment.

B. Seed areas as noted on landscape plan. Sow seed during the periods indicated below unless otherwise approved by Landscape Architect:

. SEP 1 - MAR 31 PERENNIAL RYE GRASS @ 6 LBS./1,000 SF

CREEPING RED FESCUE @ 2 LBS./1,000 SF

TALL FESCUE @ 2 LBS./1,000 SF

SPF HYBRID BLUE GRASS @ 2 LBS./1,000 SF

1. WHEN RYE IS SPECIFIED (SEPT 1 - MAR 31), CONTRACTOR IS REQUIRED TO RETURN IN THE SPRING AND OVER-SEED WITH SPECIFIED SEED MIX LISTED ABOVE TO ENSURE ESTABLISHMENT. RYE GRASS SHALL BE MOWED TO 1.5 INCHES PRIOR TO OVER-SEEDING.

D. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not seed against existing trees.

E. Sow seed at rate indicated in 3.2 SEEDING, B.

F. Water seed with fine spray.

3.3 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.

2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Crown all sodded parking islands for positive drainage.

D. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 2 inches below sod.

1. No water source on site. Contractor shall provide water supply to site for establishing plant material.

E. Contractor is responsible for repair and sodding of all areas disturbed during construction on or adjacent to project, including irrigation trenches in existing turf areas. Extent of repairs to be determined by Landscape Architect prior to substantial completion.

3.4 TURF MAINTENANCE

A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, re-grade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain height appropriate for species without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings.

C. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each applicant is performed.

D. The Contractor shall, at his expense, maintain the sodded or seeded areas in a satisfactory condition until final acceptance of the project, which is to be no less than 30 days after the final

punch out. Such maintenance shall include repairing and damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

E. Replanting or repair necessary due to Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense. Replanting necessary due to factors determined to be beyond the control of the Contractor shall be paid for under appropriate pay items.

3.5 SATISFACTORY TURF

A. Turf installation shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 95 percent and bare areas not exceeding 5 by 5 inches.

2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION 329200

SECTION 329300 – PLANTING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Plants

2. Planting soils

3. Tree Stabilization

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than sized indicated; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.

D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.

E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

F. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 type and size of plant.

G. Finish Grade: Elevation of finished surface of planting soil.

H. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

I. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and

molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

J. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

K. Planting Area: Areas to be planted.

L. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

M. Plant; Plants; Plant Material: Test terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

N. Root Flare: Also called "trunk flare". The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

O. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

P. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

Q. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

R. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil be subsoil.

1.4 SUBMITTALS

A. Product Date: For each type of product indicated, including soils.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials as well as clear photograph's of plant material samples indicated for Landscape Architect's acceptance.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.

2. Analysis of other materials by recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Material Test Reports: For existing in-place surface soil and imported or manufactured topsoil.

D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before start of required maintenance periods.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful establishment of plants.

1. Experience: Five (10) years' experience in landscape installation.

2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

3. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.

2. The soil-testing laboratory shall oversee soil sampling; with depth, location, and number of samples to be taken per instructions from Landscape Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.

3. Report suitability of tested soil for plant growth.

a. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq.ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.

b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

D. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

E. Plant Material Observation: Landscape Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Landscape Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

F. Preinstallation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened contains showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

C. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do no bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.

G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.

2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

3. Do not remove container-grown stock from containers before time of planting.

4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-what condition.

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Interruption of Existing Services of Utilities: Do not interrupt services or utilities to facilities occupied by Owner or other unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:

1. Notify Landscape Architect no fewer than two days in advance of proposed interruption of each service or utility.

2. Do not proceed with interruption of services or utilities without Landscape Architect's written permission.

C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

D. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.8 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.

b. Structural failures including plantings falling or blowing over.

c. Faulty performance of tree stabilization, edgings.

d. Deterioration of metals, metal finishes, and over materials beyond normal weathering.

2. Warranty Periods from Date of Substantial Completion:

a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months

b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.

c. Annuals: Two months.

3. Include the following remedial actions as a minimum:

a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.

b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

c. A limit of one replacement of each plant will be required except for loses or replacements due to failure to comply with requirements.

d. Provide extended warranty for period equal to original warranty period, for replacement plant material.

1.9 MAINTENANCE SERVICE

A. Initial Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: Three months from date of Substantial Completion.

B. Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: Three months from date of Substantial Completion.

C. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 – PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem, form shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than ¾ inch in diameter; or with stem girdling roots will be rejected.

2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.

E. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

F. Annuals: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to side of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.

2. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.

3. Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.

F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.

G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through ¾-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

B. Sphagnum Peat: partially decomposed sphagnum peat moss, finely divided or granular texture, with a pH range of 3.4 to 4.8.

C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finally divided or of granular texture, with pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.

E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of four (4) percent nitrogen and ten (10) percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.

C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast-and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

2. Composition: Nitrogen, phosphorous, and potassium in amount recommended in soil reports from a qualified soil-testing laboratory.

D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

E. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.

1. Size: 10-gram tablets

2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

F. Chleated Iron: Commercial-grade FeEDDHA for dicots and woody plants, and commercial-grade FeDTPA for ornamental grasses and monocots.

2.5 PLANTING SOILS

A. Planting Soil: Exiting on-site topsoil is to be used. No additional topsoil is to be hauled in.

2.6 PESTICIDES

A. General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination of growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.8 TREE STABILIZATION MATERIALS

A. Stakes and Guys:

1. Guying: ARBORGUY PRO 40 Tree Anchoring System, install per manufacturer's recommendations.

2.9 MISCELLANEOUS PRODUCTS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

B. Burlap: Non-sythetic, biodegradable.

PART 3- EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.

3. Suspend soil spreading, grading, and tiling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.

4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.3 PLANTING AREA ESTABLISHMENT

A. Loosen subgrade of planting areas to a minimum depth of 6 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer directly to subgrade before loosening.

2. Spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil.

   a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.

   b. Mix lime with dry soil before mixing fertilizer.

3. Spread planting soil to a depth of 6 inches but not less than required to meet finish grades after natural settlement. Do no spread if planting soil or subgrade is frozen, muddy, or excessively wet.

   a. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil.

B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

C. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting area if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately three times as wide as ball diameter for balled and burlapped stock.

2. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.

3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.

4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.

5. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.

6. Maintain supervision of excavations during working hours.

7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.

8. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.

B. Subsoil and topsoil removed from excavations may be used as planting soil.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

1. Hardpan Layer: Drill 6-inch diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining materials.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1. Use planting soil for backfill.

2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during plant operation.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Set container-grown stock plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.

1. Use planting soil for backfill.

2. Carefully remove root ball from container without damaging root ball or plant.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets in each planting pit when pit is approximately one-half-filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root about 1 inch from root tips; do not place tablets in bottom of the hole.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

E. Set fabric bag-grown stock plumb and in center of planting pit or trench with root flare 1-inch above adjacent finish grades.

1. Use planting soil for backfill.

2. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

5. Continue backfilling process. Water again after placing and tamping final layer of soil.

F. Set and support bare-root stock in center of planting pit or trench with root flare 1 inch above adjacent finish grade.

1. Use planting soil for backfill.

2. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.

3. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside soil-covered roots about 1-inch from root tips; do not place tablets in bottom of the hole or touching the roots.

4. Continue backfilling process. Water again after placing and tamping final layer of soil.

G. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.

C. Prune, thin and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

A. Install trunk stabilization as follows unless otherwise indicated:

1. Upright Staking and Tying: Stake trees of 2-through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend one-third of trunk height above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.

2. Use two stakes for trees up to 12 feet height and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.

3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

B. Staking and Guying: Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated. Securely attach no fewer than three guys to stakes 30 inches long, driven to grade.

1. Site-Fabricated Staking-and-Guying Method:

a. For trees more than 6 inches in caliper, anchor guys to wood deadmen buried at least 36 inches below grade. Provide turnbuckle for each guy wire and tighten securely.

b. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.

c. Support trees with strands of cable or multiple strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.

d. Attach flags to each guy wire, 30 inches above finish grade.

e. Paint turnbuckles with luminescent white paint.

2. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.8 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated in even rows with triangular spacing.

B. Use planting soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, take care not to cover plant crowns with wet soil.

G. Protect plans from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated past management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.12 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.13 CLEANUP AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protected during installation and maintenance periods. Treat, repair, or replace damaged plantings.

C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

3.14 DISPOSAL

A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 329300

SECTION 334100 – STORM DRAINAGE

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes

1. Storm sewer drainage pipe, fittings, and accessories.

2. Storm drainage structures.

B. Related Requirements

1. Section 312000 – Earthwork

2. Section 312300 – Excavation, Backfill and Compaction for Utilities

3. Section 312800 – Erosion and Sedimentation Control (Including SWPPP)

4. Section 330800 – Sewer Manholes, Frames, and Covers

5. Section 033000 – Cast-In-Place Concrete (See Architectural/Building Specifications)

1.2 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials (AASHTO)

1. AASHTO M36 – Zinc Coated (Galvanized) Corrugated Iron or Steel Culverts and Under Drains

2. AASHTO M190 – Bituminous Coated Corrugated Metal Culvert Pipe and Pipe Arches

3. AASHTO M252 – Corrugated Polyethylene Drainage Pipe

4. AASHTO M294 – Corrugated Polyethylene Pipe 12" to 60" Diameter

5. AASHTO MP7 – Corrugated Polyethylene Pipe 54" and 60" Diameter

6. AASHTO M198 – Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Performed Flexible Joint Sealants

7. AASHTO H170-Reinforced Concrete Culvert, Storm Drain and Sewer Pipe

B. American Society for Testing and Materials (ASTM)

1. ASTM A74 – Cast Iron Soil Pipe and Fittings

2. ASTM A185 – Steel Welded Wire Reinforcement, Plain, for Concrete

3. ASTM A615-Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

4. ASTM A746 – Ductile Iron Gravity Sewer Pipe

5. ASTM C76 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

6. ASTM C150 – Portland Cement

7. ASTM C206 – Finishing Hydrated Lime

8. ASTM C443 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets

9. ASTM C564 – Rubber Gasket for Cast Iron Soil Pipe and Fittings

10. ASTM C969-Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines

11. ASTM D3034 – Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings

12. ASTM D3212 – Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals

13. ASTM F477 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe

14. ASTM F949 – Poly (Vinyl Chloride)(PVC) Corrugated Sewer Pipe with Smooth Interior and Fittings

C. American Concrete Institute (ACI)

1. ACI 301 – Structural Concrete

1.4 SUBMITTALS

A. Product Data: Provide data on pipe materials, pipe fittings, and accessories. Provide shop drawings for precast inlets, catch basins and junction boxes.

B. Manufacturer's Certificate: Certify that products meet or exceed specified local requirements.

C. Project Record Documents

1. Accurately record actual locations of pipe runs, connections, catch basins, cleanouts, and invert elevations.

2. Identify and describe unexpected variations to subsoil conditions and location of uncharted utilities.

1.5 PROJECT CONDITIONS

A. Coordinate work with termination of storm sewer connection outside building including connection to municipal storm sewer system.

PART 2 – PRODUCTS

2.1 PIPE AND FITTINGS

A. Reinforced Concrete Pipe (RCP): ASTM C76, Class III unless noted otherwise on Drawings, installed with flexible plastic, bitumen gaskets at joints.

1. Gaskets: AASHTO M 198 751, Type B or ASTM C 443, installed in accordance with manufacturer's recommendations.

2. Flared end sections shall be per ASTM C76 or AASHTO H170 (for sections with toe wall)

B. High Density Polyethylene Pipe (HDPE): AASHTO Designation M252 Type S, M294 Type S and MP7-97 Type S, smooth interior/annular exterior. Only permitted when specifically indicated on Drawings. Pipe shall be installed in accordance with pipe manufacturer's installation Guidelines for Culvert Storm Drainage Applications.

1. Pipe Joints and fittings shall conform to AASHTO M252 and M294.

2. Acceptable manufacturers: Advanced Drainage Systems, Inc. "ADS N-12", HANCOR, INC. "Hi-Q", or approved equal.

C. Spiral Rib Metal Pipe: ASTM A 760 Type 1R or Type IIR. Coatings shall meet requirements of ASTM A929 and shall be galvanized, aluminized, or bituminous coated as specified on Drawings. Only permitted when specifically indicated on Drawings.

1. Pipe ends shall be re-corrugated and installed with semi-corrugated "Hugger" type bands and "O" ring gaskets in accordance with pipe manufacturer's installation requirements.

2. Pipe gauge shall be as specified on construction drawings or if no gauge is given then the minimum gauges are as follows: 15" to 42" diameter round pipe – 16 gauge (0.0064"), 48" to 60" round pipe-14 gauge (0.079"), 66" to 78" round pipe – 12 gauge (0.109"), 15" to 30" pipe arch – 16 gauge (0.064"), 36" to 42" pipe arch – 14 gauge (0.079"), and 48" to 78" pipe arch – 12 gauge (0.109"). Gauges for larger diameters shall be indicated on the drawings.

3. Installation shall be in accordance with ASTM A798 and A796 as they apply, manufacturer's requirements, and as indicated on the drawings.

4. Standard corrugated steel pipe as described in Section E of these specifications shall not be substituted for any diameter of Spiral Rib Steel Pipe.

5. Manufacturer: Contech, Inc. "Ultra Flo or Ultra Flo II", Southeast Culvert, Inc. "Max Flow", St Regis Culvert, Inc. "Max Flow", Thompson Culvert, Inc. "Max Flow" or approved equal.

D. Polyvinyl Chloride (PVC) Pipe: ASTM D3034, rate SDR 35 (or ASTM 949 for Profile Pipe) continually marked with manufacturer's name, pipe size, cell classification, SDR rating, and ASTM D 3034 classification. Only permitted when specifically indicated on Drawings.

1. Pipe Joints: ASTM D 3212 using restrained gasket conforming to ASTM F477.

E. Corrugated Steel (Metal) Pipe (CSP or CMP): ASTM A 760, 16 gauge unless another gauge is indicated on Drawings. Galvanized, aluminized (Type 1R), or bituminous coated as specified on Drawings. Only permitted when specifically indicated on Drawings. Corrugated steel pipe may be round pipe, arch pipe, or slotted drainpipe as indicated on Drawings. Slotted drainpipe shall have 1.75-inches wide drain waterway openings and 6 inches minimum height drain guide.

1. CSP, bands and appurtenances shall be uniformly coated inside and outside with a 0.05 inch minimum thickness bituminous coating in accordance with AASHTO M190.

2. CSP shall be supplied with paved inverts or fully lined to provide a smooth interior, smooth flow lining only as indicated on the drawings.

F. Ductile Iron Pipe (DIP): ASTM A746

1. Fittings: Cast iron conforming to ASTM A74.

2. Joint Material: Rubber gasket conforming to the requirements of ASTM C564 for compression joints.

G. Subdrains: Perforated, PVC or flexible corrugated plastic pipe as specified herein of the size indicated on the drawings.

2.2 DRAINAGE STRUCTURES

A. Manholes: Conform to Section 330800.

B. Grates and Frame: Provide in accordance with details shown on Drawings.

1. Provide heavy duty grates, with maximum slot width of 1-1/8"

2. Acceptable Manufacturers:

a. Neenah Foundry.

b. East Jordan Iron Works.

c. Bass & Hays Foundry.

C. Cast-in-Place concrete for drainage structures including manholes, inlets, catch basins, collars, support blocks, headwalls and paved ditches shall conform to ACI 301.

1. Compressive Strength: 3500 psi at 28 days.

2. Reinforcement: ASTM A615, grade 40 or 60 deformed reinforcing bars, and ASTM A185 for wire fabric.

D. Cement Mortar used for paving inverts, filling lift holes, joints, patching and anchoring castings shall consist of one part Portland cement, type I, ASTM C150, ¼ part hydrated lime, ASTM C206 and 2-1/2 parts clean, well-graded sand and water free of suspended matter, alkali, and containing no industrial or domestic waste.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify that trench cut and excavation is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings.

3.2 PREPARATION

A. Hand trim excavations to required elevations. Correct over excavation with bedding material.

B. Remove large stones or other hard matter that could damage piping or impede consistent backfilling or compaction.

C. Protect benchmarks, proper corners, and other survey monuments from damage or displacement. If marker needs to be removed it shall be referenced by licensed land surveyor and replaced, as necessary, by same.

3.3 INSTALLATION – PIPE

A. The pipe shall be inspected for defects and cracks before being lowered into the trench, piece by piece. Any defective, damaged or unsound pipe or any pipe that has had its grade disturbed after laying shall be taken up and replaced. Open ends shall be protected with a stopper to prevent earth or other material from entering the pipe during construction. The interior of the pipe shall be free from dirt, excess water and other foreign materials as the pipe laying progresses and left clean at the completion of the installation.

B. Excavate pipe trench and place bedding material in accordance with Section 312000 and 312300.

C. Installation shall commence at the lower point for each segment of the route. RCP shall be laid with the groove or bell end upstream. Riveted CSP shall be placed with the inside circumferential laps pointing downstream. Repair damaged bituminous coating on CSP by applying bituminous material conforming to AASHTO M190.

D. Lay pipe to the required line and slope gradients with the necessary fittings, bends, manhole, risers and other appurtenances placed at the required location as noted on Drawings.

E. Do not displace or damage pipe when compacting.

F. No pipe shall be laid in water or when trench conditions are unsuitable for such work.

G. Joints:

1. Joints shall be constructed as described herein and in accordance with manufacturer's installation instructions with the intent that they be made watertight.

2. For RCP, the joint surface shall be cleaned and washed with water, if necessary, before the joints are made. For tongue and groove joints in smaller sizes, make joints butting the inside of the bell with a cement mortar before joining. The inside joint shall be wiped clean of excess mortar by brush or a squeegee drawn through the pipe as the laying operation progress. In the larger diameters, which permit the entry of a man, annular

space between pipe sections shall be completely filled with mortar and finished off smooth with the inside surface of the pipe.

3. CSP shall be joined by standard corrugated connecting bands. Keep dirt or gravel out from between the pipes and band so that corrugations fit snugly. While being tightened, the bands shall be tapped with a mallet to take up slack and insure a tight joint.

4. PVC fittings shall be attached to the pipe by solvent welding according to the manufacturer's recommendations.

3.4 INSTALLATION – MANHOLES, CATCH BASINS, INLETS, AND JUNCTION BOXES

A. Drainage structures shall be constructed in accordance with details shown on Drawings and in accordance with Section 330800 as applicable.

B. Precast Sections:

1. Precast section with bases shall be installed in accordance with Section 312000 and 330800 or as shown on drawings.

2. Pipe openings shall be aligned to that of the pipe entering and leaving the manhole, etc. Pipe shall be properly aligned with connections to manholes, etc. as shown on the drawings.

C. Cast-in-Place sections shall be as shown on the drawings and in accordance with Section 033000.

1. Form bottom of excavation clean and smooth to correct elevation.

2. Form and place cast-in-place concrete base pad, with provision for storm sewer pipe to be placed at proper elevation.

3. Form and place cast-in-place concrete walls, sleeved at proper elevation to receive storm sewer pipe in accordance with details shown on Drawings.

D. Invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section. Invert channels and structure bottoms shall be shaped with cement mortar. Changes in size and grade of invert shall be made gradually and evenly. Change in direction of the sewer entering branch or branches shall have a true curve of as large a radius as the manhole will permit.

E. Frames and Covers:

1. Frames and covers shall be set to the proper elevation. The frames shall be firmly embedded in mortar approximately 1 inch thick and aligned to fit the top section of the structure.

2. Bricks set in mortar used to adjust the frame to finished grade shall be limited to no more than four courses.

3. Adjustment rings used to make adjustments in grade shall be made with the initial ring embedded in mortar and the exterior of the rings parged with mortar not less than ½ inch thick. No adjustment made in this manner shall exceed 8 inches.

F. Concrete cradles shall be constructed as shown on the drawings and as needed when crossing over and under sewer pipe or utility lines. Concrete shall be 3000 psi mix with a minimum thickness of 6 inches.

3.5 SUBDRAINS

A. Subdrains shall be installed in accordance with the details and at the locations shown on the drawings.

3.6 INSPECTION AND TESTING

A. General

1. Storm sewer systems and culverts, upon completion or at such time as directed, shall be cleaned, inspected and tested. The system or culvert shall have a true grade and line. Actual elevations shall be within 0.008 feet of the elevations given on the drawings.

2. After completion of the Work, or any part thereof, the job shall be tested to determine that it has been installed in accordance with the drawings and specifications. In general, the Work shall prove to be in good condition, installed in accordance with the drawings and specifications and ready for use.

B. Cleaning and Testing

1. Visibly inspect and remove all debris and obstructions from storm pipe. Test for infiltration and exfiltration by hydrostatic testing per ASTM C969. Manholes and pipe shall conform to ASTM C969 leakage criteria.

C. Alignment Test

1. After backfill has been placed and compacted to a depth not less than one foot above top of pipe, a visual inspection shall be made by flashing a light between manholes. Any displacement or misalignment of invert shall be corrected.

END OF SECTION 334100

BHC INSURANCE
More Than a Promise
5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

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

Dean Crowder Construction, Inc.
804 S. E. 21st Street
Bentonville, AR 72712

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Police Training Facility Job CT21111400**
(Here insert full name, address and description of project)

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

[redacted] day of **August** **2022**

Dean Crowder Construction, Inc.

[redacted]

[redacted]

Mary Ann Justice , Attorney-In-Fact

AIA Document A310™ – 1970. Copyright © 1963 and 1970 by The American Institute of Architects.

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: [redacted] President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June, 2021**

[redacted]

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **August**, **2022**.

[redacted]

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-69 (RE-BID) TO CROWDER CONSTRUCTION, INC. FOR THE SITE WORK AND DEVELOPMENT FOR THE CITY OF BENTONVILLE POLICE TRAINING FACILITY, IN THE AMOUNT OF FIVE HUNDRED SIXTY-TWO THOUSAND SIX HUNDRED THIRTY DOLLARS AND SEVENTEEN CENTS ($562,630.17); AND FOR OTHER PURPOSES.

WHEREAS, Crowder Construction Inc. is the lowest qualified bidder for bid IFB-22-69;

WHEREAS, this contract covers the site work and development of the City of Bentonville Police Training Facility; and

WHEREAS, this will be funded by utilizing the 2021 Bond Project in the amount of five hundred sixty-two thousand six hundred thirty dollars and seventeen cents. ($562,630.17).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Crowder Construction, Inc. for the site work and development of the City of Bentonville Police Training Facility;

Section 2: The estimated contract cost is five hundred sixty-two thousand six hundred thirty dollars and seventeen cents. ($562,630.17);

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

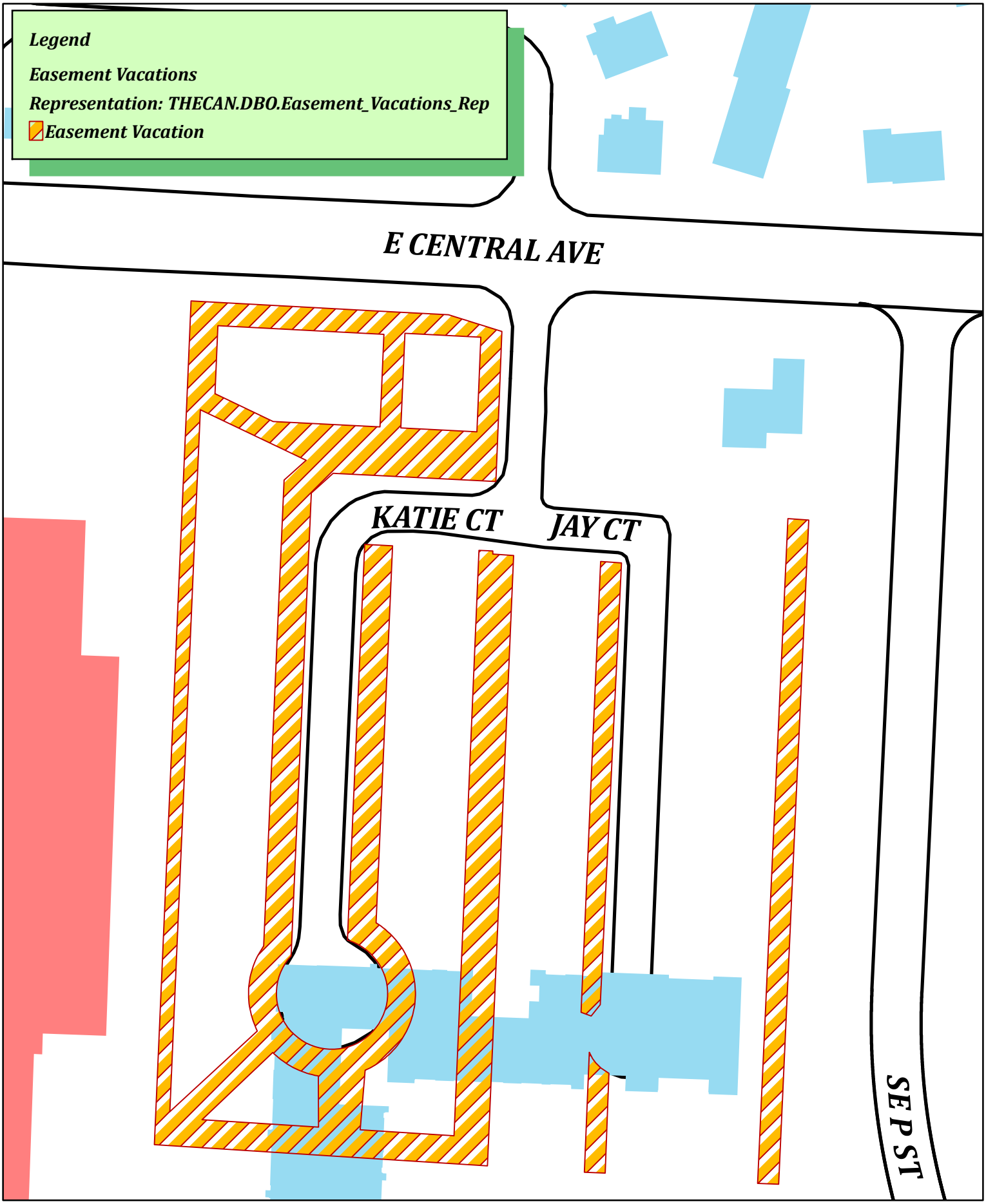
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating all Right of Way, Drainage and Utility Easement Vacations requested by JKC Rentals, LLC for Katie Lynn Courts and Eastgate Subdivision (VAC22-0003).

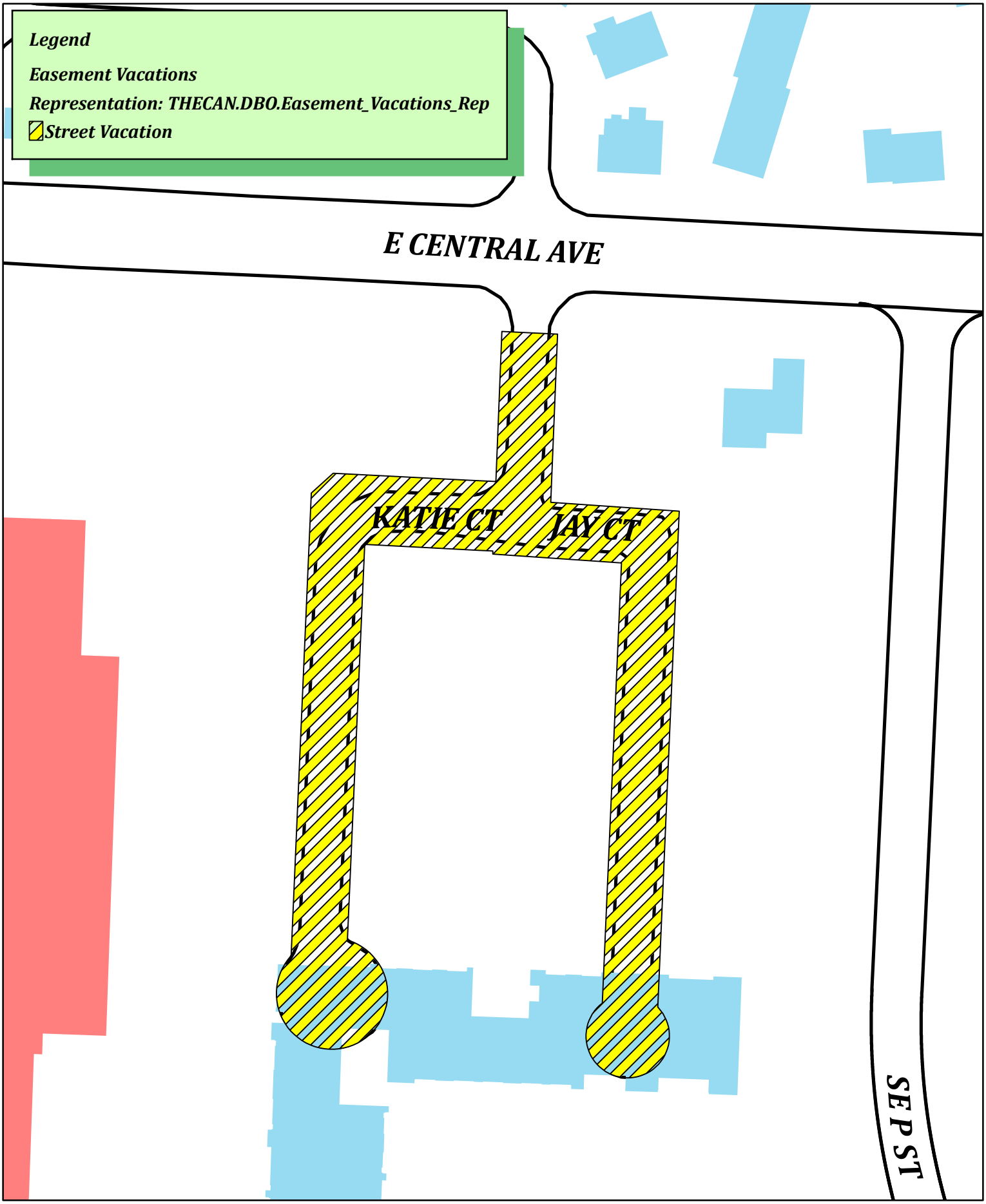
Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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



N
W E
S

VAC22-0003
Proposed Easement Vacation



N
W E
S

VAC22-0003
Proposed Street ROW Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING ALL RIGHT OF WAY, DRAINAGE AND UTILITY EASEMENTS LOCATED IN KATIE LYNN COURTS AND EASTGATE SUBDIVISIONS TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0003).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Walmart asking the City Council to vacate all right of way, drainage and utility easements located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

All of Katie Lynn Courts according to Plat Book A15, Page 183; all of Eastgate Addition according to Plat Book O, Page 234 all to the City of Bentonville and being a part of the West 1/2 of the Northeast 1/4 of Section 32, Township 20 North, Range 30 West, Benton County Arkansas;

All utility and drainage easements, rights-of-way, and street rights-of-way dedicated according to Plat Book A15, Page 183, and Plat Book O, Page 234 in the public records of Benton County, Arkansas.

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 all right of way, drainage and utility easements.

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 all right of way, drainage and utility easements designated as follows:

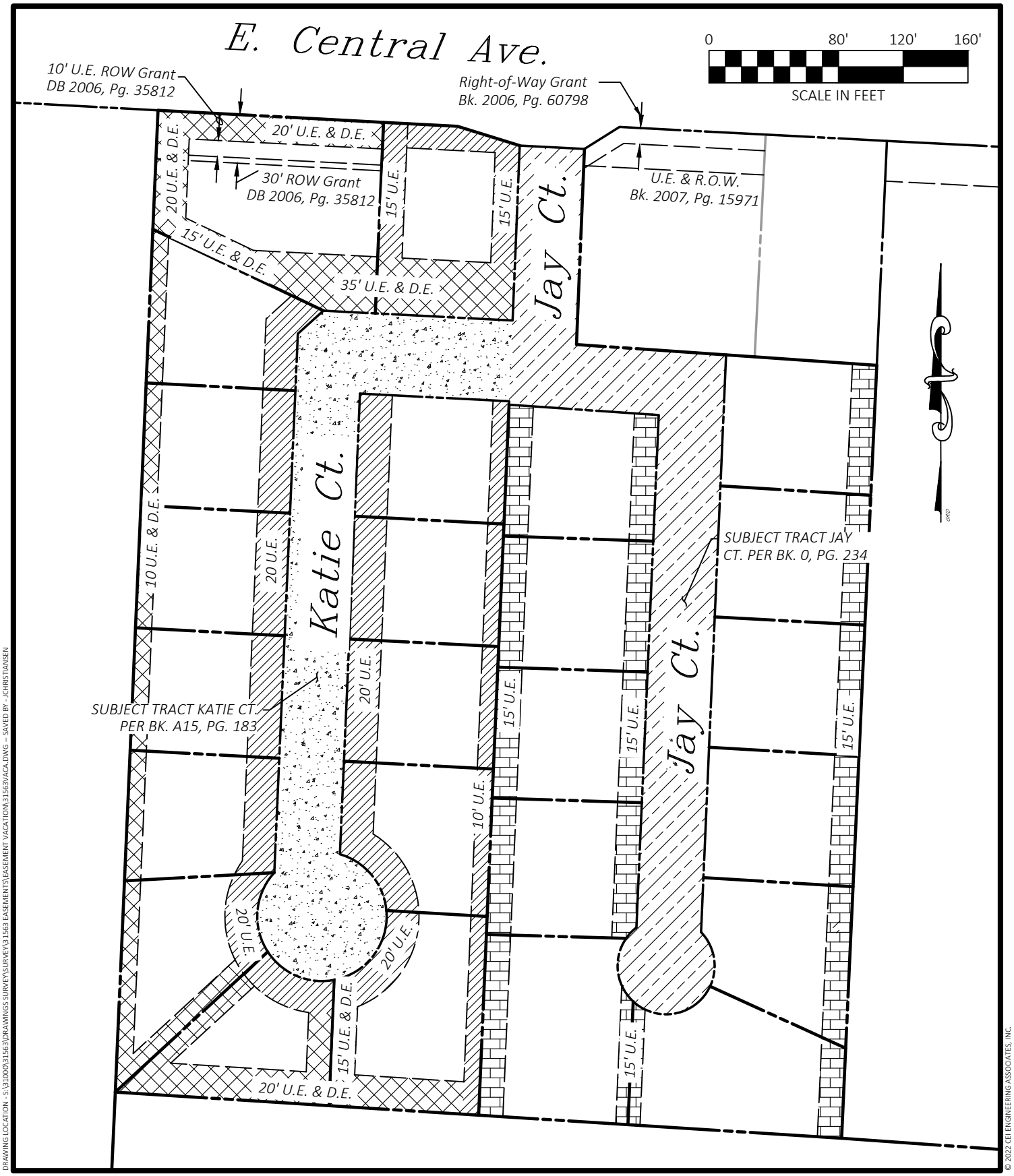
All of Katie Lynn Courts according to Plat Book A15, Page 183; all of Eastgate Addition according to Plat Book O, Page 234 all to the City of Bentonville and being a part of the West 1/2 of the Northeast 1/4 of Section 32, Township 20 North, Range 30 West, Benton County Arkansas;

All utility and drainage easements, rights-of-way, and street rights-of-way dedicated according to Plat Book A15, Page 183, and Plat Book O, Page 234 in the public records of Benton County, Arkansas.

Section 2: A copy of this Ordinance and Exhibit A, 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 _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk and Recorder for the City of Bentonville, Arkansas	**Stephanie Orman, Mayor City of Bentonville, Arkansas**



DRAWING LOCATION - S:\31000\31563\DRAWINGS\SURVEY\SURVEY\31563 EASEMENTS\EASEMENT VACATION\31563VACA.DWG -- SAVED BY: JCHRISTIANSEN

© 2022 CEI ENGINEERING ASSOCIATES, INC.

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-9844
CORPORATE TBPLS FIRM #100031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Easement Vacation Exhibit
Walmart Stores, Inc.
Jay Ct. & Katie Ct.
Bentonville, Benton County, AR

Easement Vacation Exibit

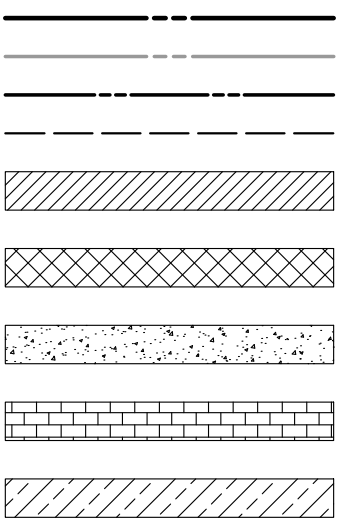
SHEET TITLE

PROFESSIONAL OF RECORD	DGR
DESIGNER	KGR
FIELD WORK	KDM
CEI PROJECT NUMBER	31563
DATE	1/10/2022
REVISION	REV-0

SHEET NUMBER

1 OF 2

Legend



	Boundary Line
	Adjoining Boundary Line
	Right-of-Way Line
	Easement Line
	Utility Easement per Bk. A15, Pg. 183 to be Vacated per this Document
	Utility and Drainage Easement per Bk. A15, Pg. 183 to be Vacated per this Document
	Right of Way per Bk. A15, Pg. 183 to be Vacated per this Document
	Utility Easement per Bk. 0, Pg. 234 to be Vacated per this Document
	Right of Way per Bk. 0, Pg. 234 to be Vacated per this Document
U.E.	*Utility Easement*
U.E. & D.E.	*Utility Easement and Drainage Easement*

DRAWING LOCATION - S:\31000\31563\DRAWINGS\SURVEY\SURVEY\31563 EASEMENTS\EASEMENT VACATION\31563VACA.DWG -- SAVED BY - JCHRISTIANSEN

© 2022 CEI ENGINEERING ASSOCIATES, INC.

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-9844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Easement Vacation **Exhibit**
Walmart Stores, Inc.
Jay Ct. & Katie Ct.
Bentonville, Benton County, AR

Legend

SHEET TITLE

PROFESSIONAL OF RECORD	DGR
DESIGNER	KGR
FIELD WORK	KDM
CEI PROJECT NUMBER	31563
DATE	1/10/2022
REVISION	REV-0

SHEET NUMBER

2 OF 2

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

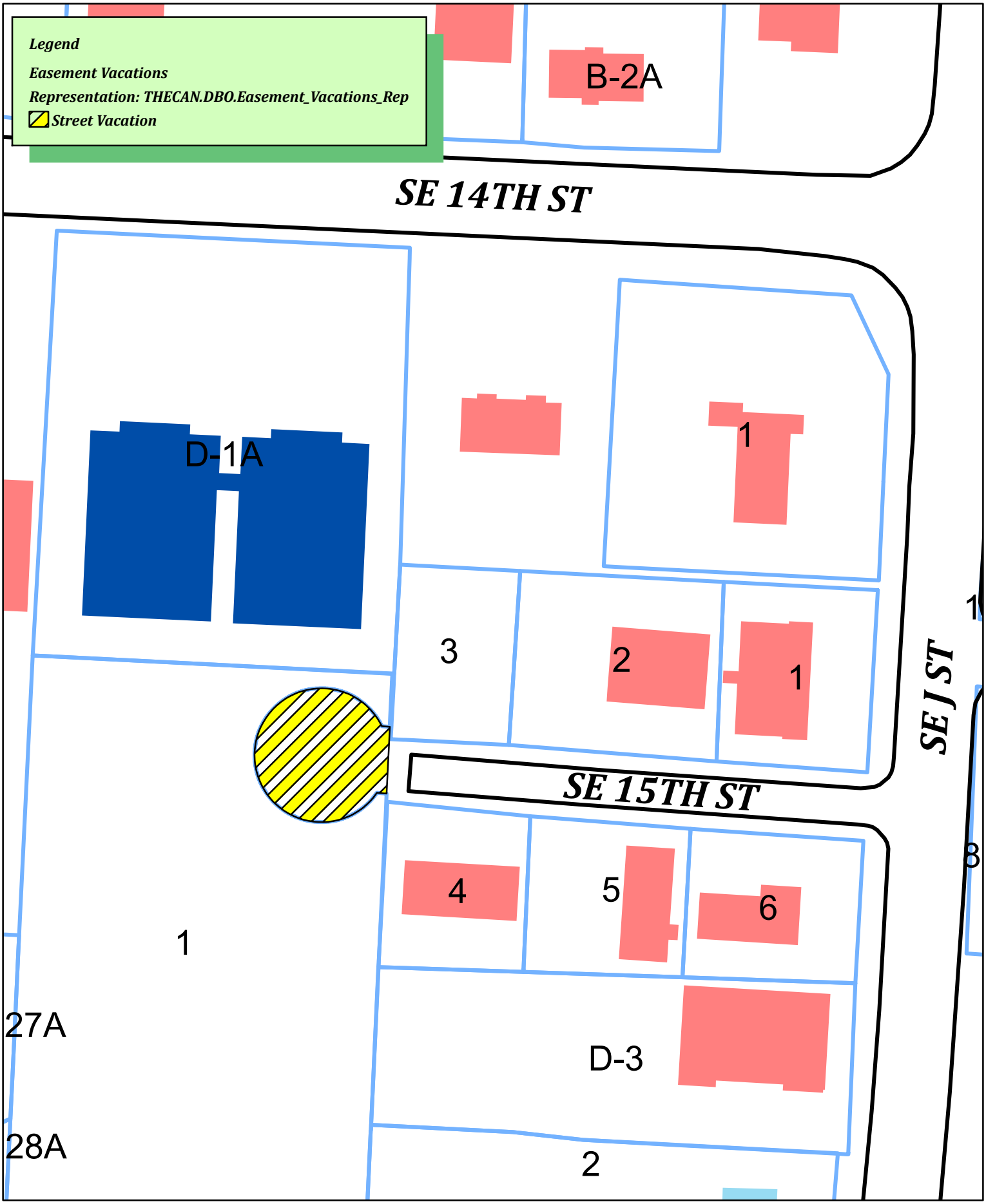
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Street Right of Way Vacation requested by Bentonville School District for New Alliance Subdivision, Lot 1 (VAC22-0021).

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

VAC22-0021
Proposed ROW Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT LOT 1 OF NEW ALLIANCE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0021).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Bentonville School District asking the City Council to vacate street right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 19 North, Range 30 West also part of SE 15th Street according to Plat Book 4, Page 279 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" rebar found at the northeast corner of Lot 1, New Alliance Subdivision to the City of Bentonville per Plat Instrument #L201842963;
THENCE along the east line of said Lot 1, South 02°42'04" West, 39.68 feet to a 1/2" rebar found at the intersection of said east line and the north right-of-way of SE 15th Street also being the POINT OF BEGINNING;
THENCE continuing along said east line, South 02°40'34" West, 50.03 feet to a mag nail found on the south right-of-way of SE 15th Street;
THENCE along said south right-of-way, North 85°44'57" West, 7.38 feet to a 1/2" rebar;
THENCE Northerly along the arc of a curve to the right 261.84 feet having a central angle of 300°03'07", a radius of 50.00 feet, and a chord that bears North 04°13'21" East with a chord distance of 49.96 feet to a 1/2” rebar found on the aforementioned north right-of-way of SE 15th Street;
THENCE along said north right-of-way, South 86°16'17" East, 6.03 feet to the POINT OF BEGINNING containing 7,963 square feet or 0.18 acres, more or less.

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 street right of way.

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 street right of way designated as follows:

A part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 19 North, Range 30 West also part of SE 15th Street according to Plat Book 4, Page 279 in the public records of Benton County, Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" rebar found at the northeast corner of Lot 1, New Alliance Subdivision to the City of Bentonville per Plat Instrument #L201842963;
THENCE along the east line of said Lot 1, South 02°42'04" West, 39.68 feet to a 1/2" rebar found at the intersection of said east line and the north right-of-way of SE 15th Street also being the POINT OF BEGINNING;
THENCE continuing along said east line, South 02°40'34" West, 50.03 feet to a mag nail found on the south right-of-way of SE 15th Street;
THENCE along said south right-of-way, North 85°44'57" West, 7.38 feet to a 1/2" rebar;
THENCE Northerly along the arc of a curve to the right 261.84 feet having a central angle of 300°03'07", a radius of 50.00 feet, and a chord that bears North 04°13'21" East with a chord distance of 49.96 feet to a 1/2" rebar found on the aforementioned north right-of-way of SE 15th Street;
THENCE along said north right-of-way, South 86°16'17" East, 6.03 feet to the POINT OF BEGINNING containing 7,963 square feet or 0.18 acres, more or less.

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 _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
City of Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

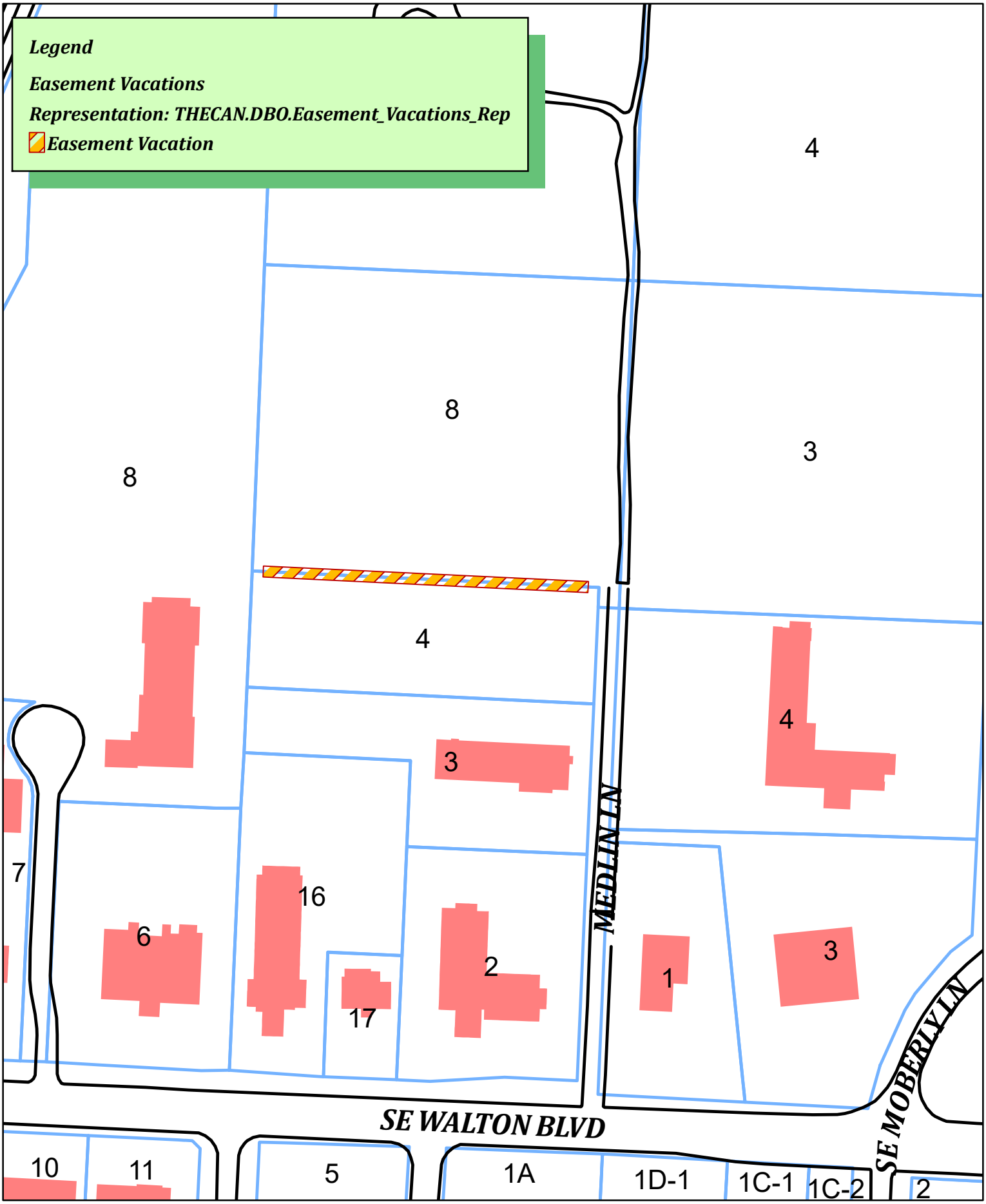
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement Vacation requested for Lot 4 of Swaffer Subdivision (VAC22-0023).

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

VAC22-0023
Proposed Utility Easement Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO._____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOTS 4 SWAFFER SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0023).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by NWA Real Estate & Investments, LLC 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:

A 15 FOOT UTILITY EASEMENT, BEING 7.5 FEET ON EITHER SIDE OF A CENTERLINE, PART OF LOT 4 OF SWAFFER SUBDIVISION, AND PART OF LOT 8 OF MEDLIN MEADOWS SUBDIVISION, ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID LOT 4; THENCE N 02°32'19" E A DISTANCE OF 156.65 FEET; THENCE S 87°15'44" E A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING; THENCE S 87°15'44" E A DISTANCE OF 438.12 FEET TO THE POINT OF TERMINATION, WITH AN AREA OF 6571.78 SQUARE FEET, OR 0.151 ACRES, MORE OR LESS.

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:

A 15 FOOT UTILITY EASEMENT, BEING 7.5 FEET ON EITHER SIDE OF A CENTERLINE, PART OF LOT 4 OF SWAFFER SUBDIVISION, AND PART OF LOT 8 OF MEDLIN MEADOWS SUBDIVISION, ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID LOT 4; THENCE N 02°32'19" E A DISTANCE OF 156.65 FEET; THENCE S 87°15'44" E A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING; THENCE S 87°15'44" E A DISTANCE OF 438.12 FEET TO THE POINT OF TERMINATION, WITH AN AREA OF 6571.78 SQUARE FEET, OR 0.151 ACRES, MORE OR LESS.

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 _____, 2022 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	**9/13/2022**
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):*

Resolution allowing the Mayor and City Clerk to award the bid and to enter into a contract with Crow Group, Inc. for the construction of Drainage Improvements - Tributary 2 of Little Osage Creek (PIIP22-0009, IFB-22-51) . The contract amount is $3,392,063.34.

Estimated Cost	**$3,392,063.34**
Is this Item Budgeted?	☐ Yes ☑ No

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

This Project will be funded as follows: $2,339,628.91 from 2017 Street Bond Funds; $293,536.56 from Street Reserves; $758,897.87 from 2021 Drainage Bond Funds.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, September 13, 2022

Re: Bid Award for Drainage Improvements - Tributary 2 of Little Osage Creek (PIIP22-0009, IFB-22-51)

Staff requests approval of a resolution allowing the Mayor and City Clerk to award the bid and to enter into a contract with Crow Group, Inc. for the construction of Drainage Improvements - Tributary 2 of Little Osage Creek (PIIP22-0009, IFB-22-51).

This project consists of the channelization of Tributary 2 of Little Osage Creek between SW A St and Benton St. This will include bridge improvements to crossings at SW A St, S Main St, and Benton St.

The amount for this contract is $3,392,063.34.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

September 7, 2022

Mr. Dan Weese, P.E.
Deputy Director of Transportation
City of Bentonville
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: City Bid # 22-51
Little Osage Trib 2 Drainage Improvements
CTA No. 05118701

Dear Mr. Weese,

Bids received during the August 3, 2022 bid opening for the above referenced project are listed below. All bid totals have been checked and tabulated. Corrections were made to the bid totals due to minor math errors in the bid amounts that were read during the bid opening. These corrections had no impact on the outcome, and the final corrected numbers are shown below:

Crow Group	**$ 3,392,063.34**
Emery Sapp & Sons	$ 4,031,542.00
Engineer's Estimate	$ 2,367,005.00

We recommend acceptance of the low bid of $3,392,063.33 given by Crow Group. The complete bid tabulation is attached for your use. If you have any questions prior to awarding the contract, please feel free to call at your convenience.

Sincerely,

CRAFTON TULL

[redacted]
Bill Burnett, P.E.

Enclosure (1)

BID TABULATION

IFB 22-51
LITTLE OSAGE TRIBUTARY 2 DRAINAGE IMPROVEMENTS
CITY OF BENTONVILLE
August 3, 2022

Crafton Tull
architecture | engineering

					SCHEDULE A - STREET BOND (2017) FOR SW A STREET MAIN STREET					
					Engineer		Crow Group		Emery Sapp & Sons	
ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.0	SP	Materials Testing	1	LS	$ 20,000.00	$ 20,000.00	$ 21,617.04	$ 21,617.04	$ 33,580.00	$ 33,580.00
2.0	111	Construction Control	1	LS	$ 50,000.00	$ 50,000.00	$ 172,382.24	$ 172,382.24	$ 21,020.00	$ 21,020.00
3.0	112	Trench and Excavation Safety Systems	1	LS	$ 5,000.00	$ 5,000.00	$ 11,579.63	$ 11,579.63	$ 27,300.00	$ 27,300.00
4.0	201	Clearing and Grubbing	1	LS	$ 75,000.00	$ 75,000.00	$ 200,000.00	$ 200,000.00	$ 361,000.00	$ 361,000.00
5.0	202	Undercut and Backfill	1900	CY	$ 50.00	$ 95,000.00	$ 54.86	$ 104,234.00	$ 140.00	$ 266,000.00
6.0	203	Subgrade Preparation	1531	SY	$ 7.00	$ 10,717.00	$ 14.12	$ 21,617.72	$ 2.30	$ 3,521.30
7.0	204	4" Topsoil Placement	1386	SY	$ 9.00	$ 12,474.00	$ 8.05	$ 11,157.30	$ 13.30	$ 18,433.80
8.0	301	24" RCP Outside Roadway	44	LF	$ 130.00	$ 5,720.00	$ 79.98	$ 3,519.12	$ 146.00	$ 6,424.00
9.0	301	24" RCP Within Roadway	31	LF	$ 140.00	$ 4,340.00	$ 110.26	$ 3,418.06	$ 170.00	$ 5,270.00
10.0	301	53"x34" RCHEP Within Roadway	63	LF	$ 180.00	$ 11,340.00	$ 440.40	$ 27,745.20	$ 376.00	$ 23,688.00
11.0	301	24" RCP FES	6	EA	$ 1,500.00	$ 9,000.00	$ 1,058.75	$ 6,352.50	$ 1,120.00	$ 6,720.00
12.0	301	53"x34" RECHEP FES	2	EA	$ 4,000.00	$ 8,000.00	$ 3,996.24	$ 7,992.48	$ 4,500.00	$ 9,000.00
13.0	302	4' Diameter Junction Box	1	EA	$ 4,000.00	$ 4,000.00	$ 7,476.54	$ 7,476.54	$ 9,600.00	$ 9,600.00
14.0	303	7'x3' Precast Concrete Box Culvert	624	LF	$ 875.00	$ 546,000.00	$ 1,035.33	$ 646,045.92	$ 1,450.00	$ 904,800.00
15.0	303	Wingwalls & Appertanances (SW A St and Main St)	1	LS	$ 100,000.00	$ 100,000.00	$ 240,000.00	$ 240,000.00	$ 35,000.00	$ 35,000.00
16.0	307	Flowable Select Material	18	CY	$ 195.00	$ 3,510.00	$ 1,259.71	$ 22,674.78	$ 162.00	$ 2,916.00
17.0	400	6" Aggregate Base Course	1016	SY	$ 15.00	$ 15,240.00	$ 21.75	$ 22,098.00	$ 13.00	$ 13,208.00
18.0	403	2" ACHM Surface Course (1/2" PG64-22, N-Max=115)	975	SY	$ 20.00	$ 19,500.00	$ 26.88	$ 26,208.00	$ 21.68	$ 21,138.00
19.0	403	4" ACHM Binder Course (1" PG64-22, N-Max=115)	975	SY	$ 30.00	$ 29,250.00	$ 40.70	$ 39,682.50	$ 32.06	$ 31,258.50
20.0	505	Seeding	0.1	AC	$ 12,000.00	$ 1,200.00	$ 13,004.25	$ 1,300.43	$ 1,670.00	$ 167.00
21.0	505	Additional Watering	1.0	MG	$ 2,000.00	$ 2,000.00	$ 26.25	$ 26.25	$ 34.00	$ 34.00
22.0	507	4" Striping (Thermoplastic)	290	LF	$ 2.00	$ 580.00	$ 28.12	$ 8,154.80	$ 23.00	$ 6,670.00
23.0	509 & SP	Erosion Control	1	LS	$ 30,000.00	$ 30,000.00	$ 25,440.64	$ 25,440.64	$ 34,700.00	$ 34,700.00
24.0	510	Traffic Control	1	LS	$ 35,000.00	$ 35,000.00	$ 97,717.13	$ 97,717.13	$ 28,700.00	$ 28,700.00
25.0	511	Mobilization	1	LS	$ 105,000.00	$ 105,000.00	$ 135,650.00	$ 135,650.00	$ 156,700.00	$ 156,700.00
26.0	515	Galvanized Steel Safety Rail	108	LF	$ 150.00	$ 16,200.00	$ 105.00	$ 11,340.00	$ 172.00	$ 18,576.00
27.0	SP	Masonry Fence	151	LF	$ 150.00	$ 22,650.00	$ 628.50	$ 94,903.50	$ 290.00	$ 43,790.00
28.0	SP	Contingency Allowance ($100,000)	1	LS	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 100,000.00
29.0	BWU	4' Dia Manhole	8	EA	$ 5,000.00	$ 40,000.00	$ 8,032.42	$ 64,259.36	$ 11,200.00	$ 89,600.00

Copyright (c) 2022
Crafton, Tull Associates, Inc.

30.0	BWU	8" PVC (SDR-26) Sanitary Sewer	145	LF	$ 100.00	$ 14,500.00	$ 124.92	$ 18,113.40	$ 117.00	$ 16,965.00
31.0	BWU	10" PVC (SDR-26) Sanitary Sewer	128	LF	$ 120.00	$ 15,360.00	$ 166.91	$ 21,364.48	$ 127.00	$ 16,256.00
32.0	BWU	10" Epoxy Lined Ductile Iron Sanitary Sewer	143	LF	$ 220.00	$ 31,460.00	$ 191.40	$ 27,370.20	$ 170.00	$ 24,310.00
33.0	BWU	Core Drill Manhole & Connect New Sewer	2	EA	$ 2,400.00	$ 4,800.00	$ 2,328.24	$ 4,656.48	$ 1,560.00	$ 3,120.00
34.0	BWU	Plug Exisiting Sewer Line at Manhole Wall	6	EA	$ 1,050.00	$ 6,300.00	$ 854.32	$ 5,125.92	$ 490.00	$ 2,940.00
35.0	BWU	Granular Backfill for Sewer	230	TON	$ 55.00	$ 12,650.00	$ 27.89	$ 6,414.70	$ 41.00	$ 9,430.00
36.0	BWU	8" PVC C-900 DR-14 Waterline	306	LF	$ 50.00	$ 15,300.00	$ 134.90	$ 41,279.40	$ 108.00	$ 33,048.00
37.0	BWU	6"x6" Tapping Sleeve & Valve w/ Valve Box	4	EA	$ 5,000.00	$ 20,000.00	$ 3,948.86	$ 15,795.44	$ 3,620.00	$ 14,480.00
38.0	BWU	8" Gate Valve w/ Valve Box	4	EA	$ 3,000.00	$ 12,000.00	$ 2,287.88	$ 9,151.52	$ 2,888.00	$ 11,552.00
39.0	BWU	Fire Hydrant Assembly	1	EA	$ 7,500.00	$ 7,500.00	$ 13,787.90	$ 13,787.90	$ 8,560.00	$ 8,560.00
40.0	BWU	D.I. Mechanical Joint Compact Fittings	1000	LB	$ 15.00	$ 15,000.00	$ 16.08	$ 16,080.00	$ 31.00	$ 31,000.00
41.0	BWU	Cut, Cap, and Block Exisiting 6" Waterline	4	EA	$ 2,500.00	$ 10,000.00	$ 249.61	$ 998.44	$ 4,436.00	$ 17,744.00
42.0	BWU	16" Direct Bury Steel Casing	153	LF	$ 225.00	$ 34,425.00	$ 146.43	$ 22,403.79	$ 134.00	$ 20,502.00
43.0	BWU	Granular Backfill for Water	70	TON	$ 55.00	$ 3,850.00	$ 35.63	$ 2,494.10	$ 42.50	$ 2,975.00
Total of all Unit Price Bid Items - Schedule A					**Engineer Estimate**	**$1,579,866.00**	**Crow Group Bid**	**$2,339,628.91**	**Emery Sapp & Sons Bid**	**$2,491,696.60**
								*		**

SCHEDULE B - STREET RESERVE FOR BENTON STREET

ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	QTY.	UNIT	Engineer UNIT PRICE	Engineer TOTAL	Crow Group UNIT PRICE	Crow Group TOTAL	Emery Sapp & Sons UNIT PRICE	Emery Sapp & Sons TOTAL
44.0	202	Undercut and Backfill	420	CY	$ 50.00	$ 21,000.00	$ 79.94	$ 33,574.80	$ 132.00	$ 55,440.00
45.0	203	Subgrade Preparation	284	SY	$ 7.00	$ 1,988.00	$ 17.26	$ 4,901.84	$ 2.70	$ 766.80
46.0	204	4" Topsoil Placement	467	SY	$ 9.00	$ 4,203.00	$ 9.23	$ 4,310.41	$ 14.00	$ 6,538.00
47.0	301	24" RCP Outside Roadway	46	LF	$ 130.00	$ 5,980.00	$ 99.27	$ 4,566.42	$ 287.00	$ 13,202.00
48.0	301	24" CMP FES	3	EA	$ 1,100.00	$ 3,300.00	$ 1,039.57	$ 3,118.71	$ 800.00	$ 2,400.00
49.0	303	6'x3' Precast Concrete Box Culvert	159	LF	$ 775.00	$ 123,225.00	$ 953.34	$ 151,581.06	$ 1,060.00	$ 168,540.00
50.0	303	Wingwalls & Appertanances (Benton St)	1	LS	$ 50,000.00	$ 50,000.00	$ 52,917.37	$ 52,917.37	$ 20,000.00	$ 20,000.00
51.0	307	Flowable Select Material	6	CY	$ 195.00	$ 1,170.00	$ 1,674.27	$ 10,045.62	$ 148.00	$ 888.00
52.0	400	6" Aggregate Base Course	137	SY	$ 15.00	$ 2,055.00	$ 35.04	$ 4,800.48	$ 11.00	$ 1,507.00
53.0	403	2" ACHM Surface Course (1/2" PG64-22, N-Max=115)	131	SY	$ 20.00	$ 2,620.00	$ 59.06	$ 7,736.86	$ 28.40	$ 3,720.40
54.0	403	4" ACHM Binder Course (1" PG64-22, N-Max=115)	131	SY	$ 30.00	$ 3,930.00	$ 75.01	$ 9,826.31	$ 36.00	$ 4,716.00
55.0	505	Seeding	0.1	AC	$ 12,000.00	$ 1,200.00	$ 13,004.25	$ 1,300.43	$ 1,700.00	$ 170.00
56.0	505	Additional Watering	1	MG	$ 2,000.00	$ 2,000.00	$ 26.25	$ 26.25	$ 34.00	$ 34.00
57.0	515	Galvanized Steel Safety Rail	46	LF	$ 150.00	$ 6,900.00	$ 105.00	$ 4,830.00	$ 172.00	$ 7,912.00
Total of all Unit Price Bid Items - Schedule B					**Engineer Estimate**	**$ 229,571.00**	**Crow Group Bid**	**$ 293,536.56**	**Emery Sapp & Sons Bid**	**$ 285,834.20**
								*		

Copyright (c) 2022
Crafton, Tull Associates, Inc.

SCHEDULE C - DRAINAGE BOND (2021) FOR DRAINAGE CHANNEL												
					Engineer		Crow Group		Emery Sapp & Sons	
ITEM NO.	SPEC SECTION	DESCRIPTION OF ITEMS	QTY.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
58.0	202	Undercut and Backfill	3300	CY	$ 50.00	$ 165,000.00	$ 58.19	$ 192,027.00	$ 144.00	$ 475,200.00
59.0	203	Subgrade Preparation	2434	SY	$ 7.00	$ 17,038.00	$ 14.00	$ 34,076.00	$ 3.00	$ 7,302.00
60.0	204	4" Topsoil Placement	2844	SY	$ 9.00	$ 25,596.00	$ 9.13	$ 25,965.72	$ 14.00	$ 39,816.00
61.0	305	Channel Excavation (Plan Quantity)	2230	CY	$ 30.00	$ 66,900.00	$ 54.30	$ 121,089.00	$ 78.50	$ 175,055.00
62.0	305	Channel Fill (Plan Quantity)	840	CY	$ 25.00	$ 21,000.00	$ 42.54	$ 35,733.60	$ 80.00	$ 67,200.00
63.0	305	Concrete Channel Paving	2320	SY	$ 100.00	$ 232,000.00	$ 143.90	$ 333,848.00	$ 202.00	$ 468,640.00
64.0	505	Sodding	814	SY	$ 7.00	$ 5,698.00	$ 5.21	$ 4,240.94	$ 7.00	$ 5,698.00
65.0	505	Seeding	0.6	AC	$ 12,000.00	$ 7,200.00	$ 2,819.25	$ 1,691.55	$ 3,612.00	$ 2,167.20
66.0	505	Additional Watering	1	MG	$ 2,000.00	$ 2,000.00	$ 26.25	$ 26.25	$ 33.00	$ 33.00
67.0	512	Chain Link Fence	287	LF	$ 38.00	$ 10,906.00	$ 30.29	$ 8,693.23	$ 38.00	$ 10,906.00
68.0	512	Woven Wire Fence	91	LF	$ 30.00	$ 2,730.00	$ 10.38	$ 944.58	$ 14.00	$ 1,274.00
69.0	512	Temporary Fence	100	LF	$ 15.00	$ 1,500.00	$ 5.62	$ 562.00	$ 7.20	$ 720.00
Total of all Unit Price Bid Items - Schedule C					**Engineer Estimate**	**$ 557,568.00**	**Crow Group Bid**	**$ 758,897.87 ***	**Emery Sapp & Sons Bid**	**$1,254,011.20**

Total Bid Price (Schedule A, B & C)					
Engineer		Crow Group		Emery Sapp & Sons	
Engineer Estimate	**$2,367,005.00**	**Crow Group Bid**	**$3,392,063.34 ***	**Emery Sapp & Sons Bid**	**$4,031,542.00 ****

***

* Minor math corrections were made to the Crow Group Bid resulting in a total bid amount that differs from the number read aloud at the bid opening.

** Minor math corrections were made to the Emery Sapp & Sons Bid resulting in a total bid amount that differs from the number read aloud at the bid opening.

*** Minor math correction was made in the overall total due to rounding errors within some line items.

Copyright (c) 2022
Crafton, Tull Associates, Inc.

QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	**Crow Group, Inc.**		
Corporate Office			
Name:	**Brian Rohlman**	Phone number:	**501-354-6511**
Title:	**President**	Email address:	**brohlman@crowgrp.com**
Business address of corporate office:	**210 N Moose St.** **PO Box 1800** **Morrilton, AR 72110**		
Local Office **Crow Group, Inc.**			
Name:	**Brian Rohlman**	Phone number:	**501-354-6511**
Title:	**President**	Email address:	**brohlman@crowgrp.com**
Business address of local office:	**5100 S Thompson** **Springdale, AR 72764**		

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	**General Contractor**		
Licensing Agency:	State of Arkansas		
License No:	0045540423	Expiration Date:	04/30/2023
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SURETY INFORMATION

3.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Fidelity and Deposit Company of Maryland
Surety is a corporation organized and existing under the laws of the state of:	Illinois
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):	1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056		
Physical Address (principal place of business):	1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056		
Phone (main):	847-605-6000	Phone (claims):	847-605-6000

ARTICLE 4—INSURANCE

4.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Amerisure Mutual Insurance Company		Work Comp, General Liability, Auto, Umbrella	
Are providers licensed or authorized to issue policies in the Project location?			☑ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?			☑ Yes ☐ No
Mailing Address (principal place of business):	1755 N Brown Road, Suite 300 Lawrenceville, GA 30043		
Physical Address (principal place of business):	1755 N Brown Road, Suite 300 Lawrenceville, GA 30043		
Phone (main):	770-813-3300	Phone (claims):	800-531-9483

ARTICLE 5—CONSTRUCTION EXPERIENCE

5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	90
Estimate of revenue for the current year:	$27,000,000.00
Estimate of revenue for the previous year:	$24,000,000.00

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	30	As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☑ No				
Been released from a bid in the past 5 years? ☐ Yes ☑ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☑ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☑ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☑ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

5.03 List all projects currently under contract in Schedule A and provide indicated information.

5.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

ARTICLE 6—REQUIRED ATTACHMENTS

6.01 Provide the following information with the Statement of Qualifications:

A. Additional items as pertinent.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Statement of Qualifications is offered by:

Business: Crow Group Inc.
(typed or printed name of organization)

By: [redacted]
(individual's signature)

Name: Brian Rohlman
(typed or printed)

Title: RB President
(typed or printed)

Date: 08-03-2022
(date signed)

(If Busines[redacted]r a joint venture, attach evidence of authority to sign.)

Attest: [redacted]
(individual's signature)

Name: Dusty Norris
(typed or printed)

Title: Project Coordinator
(typed or printed)

Address for giving notices:
PO Box 1800, Morrilton, AR 72110

Designated Representative:

Name: Austin Foshee
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
PO Box 1800
Morrilton, AR 72110

Phone: 501-354-6511 Ext. 102 501-208-3466

Email: afoshee@crowgrp.com

EJCDC C-451, Qualifications Statement.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Schedule A—Current Projects

PLEASE SEE ATTACHED

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

411

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Schedule B—Previous Experience with Similar Projects

PLEASE SEE ATTACHED

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

412

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

PLEASE SEE ATTACHED

Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

413

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.



CROW

STATEMENT OF QUALIFICATIONS

Crow Group, Inc.
210 N Moose St, Morrilton | 5100 S Thompson St, Ste 214, Springdale
(501) 354-6511 | www.crowgrp.com | AR Contractors License 45540422

TABLE OF CONTENTS

FIRM OVERVIEW

PROJECT APPROACH & SCHEDULING

SCOPE OF SERVICES

KEY PERSONNEL

PAST PERFORMANCE

FIRM OVERVIEW



CAPABILITIES

Crow Group is a full-service construction and engineering firm headquartered in Central Arkansas with additional offices in Springdale, Arkansas. We offer civil engineering and landscape architecture design services, construction management services, design-build, and general construction services to a wide variety of clients across the nation.

Crow employs a team of experienced design professionals including licensed professional design engineers, landscape architects, and engineering interns. We deliver engineering with a construction focus which results in a smooth transition to successful execution in the field.

Our project management team has a diverse technical background that allows them to communicate effectively with different trades and disciplines. From other engineers and architects to general contractors and subcontractors, our communication and expertise ensures the success of every project.

CAPACITY

Crow Group employs approximately 100 employees. Around 80 percent of those are field operations and the rest make up our technical staff with a small administrative staff behind the scenes. We maintain strong relationships with a variety of outside design consultant firms that we team with often to provide our clients with a well-rounded finished design.

Our team's current backlog provides for a stable future but still allows for additional workload to be acquired. We actively search for additional skilled staff to continue growing and taking on new clients to serve. We use the Primavera scheduling program to plan all project tasks to stay on schedule and successfully hit deadlines. With detailed scheduling and exceptional communication, Crow Group has the capacity to handle many projects big and small for our clients.

You will find that Crow Group has no material adverse changes in financial position, legal proceedings or judgments, incomplete contracts, or legal violations that will negatively impact our ability to perform contractual commitments. Furthermore, Crow has not been debarred from bidding and is not currently under consideration for debarment on any public contracts. Proof of required license, insurance, and bonding capacity is included at the end of this document in the Supplemental Materials section.

CORE COMPETENCIES

Our team has a strong background in construction management and land development as well as all the design that comes with it, including site design, roadway design, grading/drainage design, utilities design, and landscape architecture. These two core competencies allow us to be flexible and serve many different clients and project types.

UNIQUELY QUALIFIED

Unlike most firms, Crow Group's design team works hand-in-hand and under the same roof as our construction teams. This gives us unique unparalleled perspective into the nuts and bolts of the construction industry. Our team observes and learns from the successes and failures in the design and construction of projects every day from our own construction teams.

A benefit to having a design team working in tandem with a construction team is the ability to produce accurate budgets and estimates. Our 'engineer estimates' are regularly in line with real-time bids and proposals from contractors. This provides a unique value to all our clients and projects.

Our licensed design staff hold certifications through the Design-Build Institute of America. This further provides a construction knowledge that is apparent in all our projects.

PROFESSIONAL CIVIL ENGINEERS

Licensure is the mark of a professional. It's a standard recognized by employers and their clients, by governments and by the public as an assurance of dedication, skill, and quality. Only a licensed engineer may prepare, sign, seal and submit engineering plans and drawings to a public authority for approval, or seal engineering work for public and private clients (www.nspe.org).

Crow's design team currently consists of four Professional Engineers. As a firm, Crow holds a Certificate of Authorization to deliver stamped engineering plans and drawings and is also a Licensed Contractor, allowing us to not only take on construction of projects once design is complete, but also to provide a construction-ready design. Construction services are offered at the discretion of the client based on their needs.

DESIGN-BUILD PROFESSIONALS

The Design-Build Institute of America is the true authority on Design-Build Done Right®. Made of architectural, engineering, and construction professionals, as well as academics, students, and project owners, its members collaborate and innovate to deliver some of America's most successful projects (www.dbia.org).

Crow is proud to be on the cutting edge of industry innovations, and to date, our design team includes one Design-Build Institute of America Certified DBIA Professional and three who hold the Associate Design-Build Professional Certification.



PROJECT APPROACH & SCHEDULING

We approach each project with a client-focused delivery mind-set. Crow Group takes a proactive, team approach to ensure a smooth project delivery. Adhering to the four fundamentals of project management – Safety, Quality, Schedule, and Cost Control, from estimating and planning through project close-out. We encourage collaboration, develop creative cost saving and schedule solutions, and resolve issues in the field before they impact the schedule.

PRE-CONSTRUCTION

Estimating:

- We perform a thorough and complete takeoff of all plans and specifications provided by the Owner or Owner Representative and confirm all intents and deliverables with the Owner.
- We engage qualified subcontractors and vendors pertinent to the scope of work and answer all pre-work questions they may have to minimize assumptions and secure accurate costs for construction.
- We convey all quality requirements to subcontractors and vendors engaged for pricing of the project and confirm with a scope walkthrough, ongoing discussions, and pre-job meetings.
- We provide for all project record keeping and documentation and ensure that project and field management have complied with Owner requirements for appropriate temporary facilities.
- The Crow Group Design Team can also provide value engineering, development of supplemental plans, and/or additional shop drawings if requested by the Owner.

Scheduling:

- We will confirm a defined project schedule with the Owner and all consulting firms, accounting for all specific onsite work requirements and planning for potential variables such as lead times, manpower availability, possible overtime requirements, and required shutdown activity.
- We will discuss and develop a realistic schedule with the Owner to account for unforeseen conditions such as weather, owner requested changes in scope, and supply chain delays.
- Project managers will then engage the onsite superintendent assigned to your job to develop baseline and resource demand schedules to present to the Owner for approval.

Safety:

- We engage safety personnel to review activity sequencing and any special safety requirements related to the scope of work, such as shoring, fall protection, confined space considerations, etc.
- We review all environmental impacts on the scope of work, such as SWPP, asbestos, lead paint, etc. We then assign roles and responsibilities to the project and field management staff to address these environmental concerns, implement controls, and secure permits.
- We review and integrate any Owner safety criteria into the project-specific safety plan to be implemented onsite.
- We will coordinate a pre-construction safety meeting with project and field management, Owner representatives, and subcontractors to review all safety requirements.
- We will provide all safety related project record keeping tools and documents.

EXECUTION

Quality Control:

- We conduct weekly jobsite inspections and weekly subcontractor pre-installation meetings for quality assurance.
- We maintain a project record to circulate all information across project and field management personnel.
- We constantly communicate between field and office supervision to ensure critical work activities are accomplished correctly and on schedule.

- We convey any quality shortcomings to Owner representatives promptly and transparently, including the plan for correcting errors.
- We process all project records efficiently (ex: submittals, Requests for Information (RFIs), change requests/orders, etc.) and make sure all records are distributed to all appropriate project team members.

Schedule Control:

- We update project schedules at least twice monthly, create and circulate three-week schedules to relevant Crow Group staff and Owner representatives weekly.
- We maintain an ongoing schedule commitment from all internal and external parties and ensure all daily notes confirm project records for submission.
- We track Grow Group staff, subcontractor, and vendor schedule performance for the project record.
- We track and communicate the project schedule status with the Owner on a weekly basis.

Cost Control:

- Through three-week schedules, we maintain cost efficiencies with vendor and supplier lead and delivery times.
- We constantly track the contract scope, update records, and communicate with the owner to identify potential changes to the original scope.
- We quickly and efficiently process change orders, pay applications, and contract status with the Owner, subcontractors, and vendors using our industry leading project management software.

Safety Management:

- We place a constant emphasis on required Jobsite Safety Analysis, Environmental Analysis, and Safety Observation Reports and assign them to the project records.
- We confirm weekly that performed work is meets environmental compliance standards.
- We engage with project and field management for weekly safety discussions as part of routine jobsite safety inspections.
- We coordinate critical step planning meetings with participation from project and field management, subcontractors, vendors, and Owner safety personnel ahead of all specialized work activity.
- We clearly mark and barricade jobsites to ensure safety of egress for the Owner and general public.

CLOSEOUT AND WARRANTY MANAGEMENT

- We document substantial completion and final completion dates for project records.
- We engage Owner representatives for walkthroughs to generate a punch list and issue punch list schedules, confirming all work has been corrected as needed.
- We issue a closeout schedule and catalogue all closeout documents pertinent to the completed project with the Owner's input.
- We complete, review, and submit all as-built project plans and documents to the Owner.
- We document and transmit all remaining material stock and materials to the Owner if applicable.
- We coordinate commissioning meetings and conduct trainings with Owner representatives as needed.
- We ensure and document that all safety measures and requirements are in place at time of turnover to the Owner.
- We confirm completion of environmental safety considerations of the project.
- We confirm the status of all subcontract and vendor invoices and provide all closeout documentation for prompt final billing to the Owner.

Your project team remains available to contact
for warranty items in perpetuity.

SCOPE OF SERVICES

Crow Group, Inc. | 210 N Moose St, Morrilton, AR 72110 | 501-354-6511 | www.crowgrp.com

ABOUT CROW GROUP

Crow Group is a full-service construction and engineering firm headquartered in Central Arkansas. Clients value our adaptability and responsiveness in every situation while we work to deliver an outstanding finished product on time and on budget. Crow employs a team of experienced professionals, including project management with a diverse technical background. This allows them to communicate effectively with everyone from engineers to architects to skilled tradesmen, ensuring the success of your project.

AREAS OF EXPERTISE

Our versatile project management team is skilled in the areas of commercial, water/wastewater, industrial, and civil construction. Unique to Crow is our in-house engineering and design expertise that brings added value to our clients. We take ideas from conceptual designs all the way through to completed projects. You will find your project execution team to be responsive, technically knowledgeable, and experienced in each of our five specialty areas.

Construction Management

- Constructability
- Design Development
- Bid Package Development
- Construction Administration
- Warranty Service

General Construction

- Project Management
- Pre-Qualified Sub-Contractors
- Construction Administration
- Communication

Design Build

- In-House Design & Engineering
- Permitting
- Construction Administration
- Value Engineering

CORE VALUES

Crow instills in its employees a culture centered around its core values of safety, quality, and customer service. We approach each project with a client-focused delivery mindset. Crow Group takes a proactive, team approach to ensure a smooth project delivery, adhering to our four fundamentals of project management – Safety, Quality, Scheduling, and Cost Control – from estimating and planning through project close-out. We encourage collaboration, develop creative cost saving and scheduling solutions, and resolve issues in the field before they impact the schedule.

SAFETY

In 2020, Crow Group was recognized at the Associated Builders and Contractors National STEP Safety Management Program Gold Level, having met the minimum gold score for the 25 key components, having an incident rate at or below the industry average, and having signed a Drug-Free and Alcohol-Free Workplace Pledge. Participation in this program is just one of the many ways our company continually strives to grow our safety culture.

Crow was also a 2019 Associated General Contractors of Arkansas Excellence in Safety Award winner. The AGC Program evaluates companies based on their total incident rate as well as creative programming put in place to ensure the safety of their employees. Crow also celebrated a full year with no recordable incidents in 2019.

CROW COMMITMENT

We deliver each of our customers a professional, service-oriented experience from the early stages of project planning through completion. Everyone from senior leadership to project managers and skilled labor will be personally invested in the success of your project. Let us show you how Crow's commitment to excellence sets us apart from our competitors.

WE BUILD FOR YOU!



KEY PERSONNEL

When it comes to engineering, construction, and the construction management delivery method, Crow has positioned itself to be your one-stop shop for a turnkey project for any of these services. We maintain corporate and individual registrations in each of our leading industry licensing and certification organizations, so you can be confident that we are on top of the latest developments in our field.

The following pages feature just some of the primary team members that will lead your projects. These individuals are selected as those with the most experience in commercial work, but the Crow team has many other project management professionals that are backed by multiple members of support staff, allowing Crow Group to tackle multiple jobs at once.



View our full roster of team leads on our website by using this QR code.

Brian Rohlman is the President and Principal-in-Charge of Crow Group. He has more than 14 years' experience in the construction industry managing multi-million-dollar projects for water/wastewater, commercial, industrial, and civil clients across the country. Brian is a client-focused leader and prioritizes responsiveness and client satisfaction from our team across the board.

Relevant Experience

Cowell Steel Structures Expansion
Owner: Cowell Steel Structures, LLC
Contract Amount: $6,000,000
Complete Date: September 2017
Scope: Crow consulted on the design and executed the site package, dirt work, concrete, and erection of a 26,000 sq ft expansion to the existing manufacturing facility, 41,000 sq ft new construction for additional manufacturing space, and an 8,000 sq ft administration building. All buildings are steel structures. The scope also included a 3,000 sq ft completed components shed for sheet metal storage.

Hope WTP Improvements
Contract Amount: $9,412,639
Complete Date: December 2020
Scope: Install, complete, ready for operation, and field test a 750,000 gallon prestressed concrete clearwell with aeration system, a new finished water pump station to include pumps, process piping, instrumentation, electrical and HVAC equipment, and all site work and yard piping to support the project.

Blanchard Springs Caverns Visitor Information Center Improvements
Owner: Ouachita National Forest
Contract Amount: $1,081,897
Complete Date: May 2018
Scope: The scope of work included facilitating the design and executing the construction for the visitor center plaza entry with play area, parking area, and two access roads to the attraction.

Tourist Information Center at Big Piney
Owner: Arkansas Department of Transportation
Contract Amount: $3,847,560
Complete Date: April 2017
Scope: Demolition of existing buildings and necessary asphalt, concrete and trees to accommodate replacement buildings; construction of concrete block buildings with metal roofing and wall paneling; manufactured rock wainscot around building exteriors; ceramic floor and wall tile in the lobby and hallway areas; restroom areas with drywall painted ceilings and epoxy coated floors and walls; installation of HDPE toilet partitions and stainless steel vandal proof plumbing fixtures; and installation of custom-made murals of the local area.



Brian Rohlman, PE, DBIA

Principal-in-Charge

Qualifications

Professional Engineer, AR – 15667

Design Build Professional

OSHA 30 General Industry

Bachelor of Science, Civil Engineering, University of Arkansas – 2008

Memberships

Design Build Institute of America

The Poultry Federation

Water Environment Federation

brohlman@crowgrp.com

(501) 354-6511, 115

Greg serves as Vice President of Crow Group and is a Civil Engineer with over 28 years of water, commercial, and industrial experience. Greg has a diverse background that includes extensive engineering and management experience in major water operations, as well as civil engineering, project and construction management, safety, contracts, negotiations, business management, facilities management, and business development.

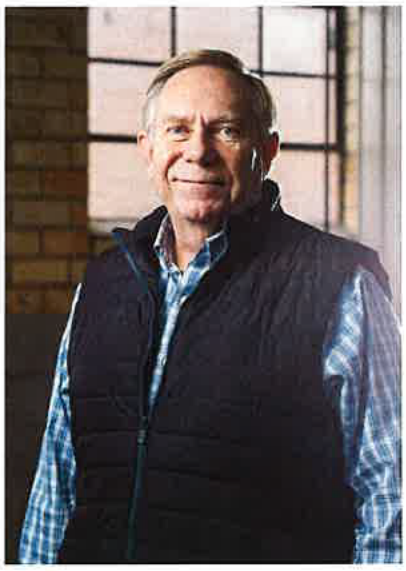
Relevant Experience

Jamison and Arch Street Pump Station Modifications
Owner: Little Rock Water Reclamation Authority
Engineer: Hawkins-Weir
Contract Amount: $2,888,415
Complete Date: In Progress
Scope: Crow has been contracted to replace three existing pumps, install two new automatic bar screens, replace the current mixer, add stainless steel slide gates, and install a new diesel backup generator. In addition, we are replacing an existing gantry crane, overseeing various electric upgrades, and completing concrete and paving site work.

Morrilton Sewer Improvements Design-Build
Contract Amount: $3,568,020
Complete Date: In Progress
Scope: Crow was approached by the City of Morrilton about a major sewer pumping issue in 2020. We looked at the underlying causes of the specific problem then took a broader view of the sewer system to find ways to address the immediate concerns and to improve the collection system citywide. We developed and budgeted a full package of improvements to rehab existing infrastructure, including pump replacements, removing unnecessary pumps, and replacing both gravity lines and force mains to reduce inflow and infiltration, reduce energy consumption, and allow future economic growth of the City.

Sardis Water Improvements
Owner: Sardis Water Association PWA
Contract Amount: $4,270,343
Complete Date: August 2021
Scope: Crow was contracted to construct the Ico Water Treatment Plant. Two groundwater well systems, two settling ponds, pumps, piping, and equipment as well as a 2,600 sqft building complete with a chemfeed laboratory were all included in the ground-up construction of this facility.

Faulkner/Cleburne Regional Water Project
Owner: Community Water System
Contract Amount: $21,000,000
Complete Date: 1998
Role: Project Manager/Inspector for Community Water System
Scope: Greg was the Project Manager and Inspector on the $21MM construction of the Faulkner/Cleburne Regional Water system in 1998, making it his largest project to date.



Greg Smith, PE

Vice President

Qualifications

Professional Engineer, Arkansas – 5709

Bachelor of Science, Civil Engineering, University of Arkansas Fayetteville – 1979

American Society of Civil Engineers

National Society of Professional Engineers

Memberships

Water Environment Federation

The Poultry Federation

gsmith@crowgrp.com

(501) 289-0049, 104

David is a Civil Designer with more than 15 years of design experience working with two of the state's top design and engineering firms. He holds a Bachelor of Landscape Architecture from the University of Arkansas and is licensed in Arkansas and Missouri. He is also a nationally certified Associate Design-Build Professional through the Design-Build Institute of America.

Relevant Experience

Omaha SD FEMA - Civil/Landscape Design Services
Owner: Omaha School District
Client: Modus Studios
Complete Date: October 2020
Scope: Crow is providing the civil and landscape design for a 4,000 sqft precast saferoom to be used for archery for the Omaha School District.

CiCi's Pizza-Russellville
Owner: SNAFU, LLC
Contract Amount: $1,245,400
Complete Date: February 2020
Scope: Crow was the Civil Designer and Construction Manager delivering the new construction of a stand-alone Cici's restaurant in Russellville. The 4,000 sqft. facility included a commercial kitchen, commercial buffet, dining area, drive-through-window, and large game room.

Pinecrest Maintenance Shop Design Build
Owner: Green Bay Packaging, Inc.
Contract Amount: $1,046,785
Complete Date: February 2019
Scope: Crow provided the design and construction for an 11,000 sqft maintenance facility. Project scope also included demolition of existing maintenance facility.

Morrilton Downtown Plaza Design
Owner: Conway County Economic Development Corporation
Complete Date: Design in Progress
Scope: Providing civil design and construction documents for the construction of a multi-use outdoor space on a vacant lot in downtown Morrilton.



David Watkins, PLA, Assoc DBIA

Project Manager/Estimator

Qualifications

Landscape Architect, Arkansas - 5171

Associate Design Build Professional

Bachelor of Science, Landscape Architecture, University of Arkansas – 2005

Memberships

UACCM Drafting Advisory Committee

Design Build Institute of America Professional Member

AIA Arkansas Allied Member

dwatkins@crowgrp.com

(501) 354-6511, 101

Josh is a Professional Engineer and Estimator with a well-rounded resume. He holds a Bachelor of Science degree in Mechanical Engineering from Arkansas Tech University and an Associate of Science in Nuclear Technology. He is also an Associate Design-Build Professional with the Design-Build Institute of America.

Relevant Experience

Jamison and Arch Street Pump Station Modifications
Owner: Little Rock Water Reclamation Authority
Engineer: Hawkins-Weir
Contract Amount: $2,888,415
Complete Date: In Progress
Scope: Crow has been contracted to replace three existing pumps, install two new automatic bar screens, replace the current mixer, add stainless steel slide gates, and install a new diesel backup generator. In addition, we are replacing an existing gantry crane, overseeing various electric upgrades, and completing concrete and paving site work.

Sardis Water Improvements
Owner: Sardis Water Association PWA
Contract Amount: $4,270,343
Complete Date: August 2021
Scope: Crow was contracted to construct the Ico Water Treatment Plant. Two groundwater well systems, two settling ponds, pumps, piping, and equipment as well as a 2,600 sqft building complete with a chemfeed laboratory were all included in the ground-up construction of this facility.

Hope WTP Improvements
Contract Amount: $9,412,639
Complete Date: December 2020
Scope: Install, complete, ready for operation, and field test a 750,000 gallon prestressed concrete clearwell with aeration system, a new finished water pump station to include pumps, process piping, instrumentation, electrical and HVAC equipment, and all site work and yard piping to support the project.

Cowell Steel Structures Expansion
Owner: Cowell Steel Structures, LLC
Contract Amount: $6,000,000
Complete Date: September 2017
Scope: Crow consulted on the design and executed the site package, dirt work, concrete, and erection of a 26,000 sq ft expansion to the existing manufacturing facility, 41,000 sq ft new construction for additional manufacturing space, and an 8,000 sq ft administration building. All buildings are steel structures. The scope also included a 3,000 sq ft completed components shed for sheet metal storage.



Josh Beck, PE, Assoc DBIA

Project Manager/ Estimator

Qualifications

Professional Engineer, Arkansas

Associate Design Build Professional

Master of Business Administration, Business Administration, University of Central Arkansas

Bachelor of Science, Mechanical Engineering, Arkansas Tech University

The Poultry Federation

jbeck@crowgrp.com

(501) 354-6511, 107

Bruce is an experienced construction superintendent with more than 30 years in the industry. He specializes in commercial construction and is an excellent communicator and team leader.

Relevant Experience

Sardis Water Improvements
Owner: Sardis Water Association PWA
Contract Amount: $4,270,343
Complete Date: August 2021
Scope: Crow was contracted to construct the Ico Water Treatment Plant. Two groundwater well systems, two settling ponds, pumps, piping, and equipment as well as a 2,600 sqft building complete with a chemfeed laboratory were all included in the ground-up construction of this facility.

Adams Office Center
Owner: Adams Office Center
Contract Amount: $425,000
Complete Date: November 2020
Scope: Crow Group was the Construction Manager for the historic renovation of Adams Office Center in downtown Morrilton. Originally built in the early 1900s, the 2,100 sqft project included upgrades to plumbing, electrical, and mechanical as well as the finish out of office space, bathrooms, breakroom, and print shop.

Crow Corporate Headquarters Renovation
Owner: Grow Group, Inc.
Contract Amount: $2.2MM
Complete Date: August 2019
Scope: Complete historical renovation and preservation of the 20,000 sqft structure in downtown Morrilton to be used as a modern-day office facility.

Southwest High School Construction
Owner: Pulaski Special School District
Contract Amount: $50,000,000
Scope: Lead the concrete crew for more than $50MM in concrete work for the $200MM new construction of a new high school.
Role: Concrete Superintendent
Employed at: Trilogy

Conway Elementary Saferoom Additions
Owner: Conway School District
Scope: Led the concrete crew for foundations and other concrete for new construction of saferooms at all Conway elementary schools.
Role: Concrete Superintendent
Employed at: Trilogy



Bruce Seaborn

General Superintendent

Qualifications

ACI Certified - Flat Work Tech

MBCI Certified

OSHA 30

bseaborn@crowgrp.com

(501) 205-9124

Josh began his career in construction in 1997 and has since worked in various roles on civil, industrial, and commercial projects. He came to Crow in June 2015 as a Construction Superintendent and was promoted as the company's first General Superintendent in May 2020.

Relevant Experience

Hope WTP Improvements
Contract Amount: $9,412,639
Complete Date: December 2020
Scope: Install, complete, ready for operation, and field test a 750,000 gallon prestressed concrete clearwell with aeration system, a new finished water pump station to include pumps, process piping, instrumentation, electrical and HVAC equipment, and all site work and yard piping to support the project.

Blanchard Springs Caverns Visitor Information Center Improvements
Owner: Ouachita National Forest
Contract Amount: $1,081,897
Complete Date: May 2018
Scope: The scope of work included facilitating the design and executing the construction for the visitor center plaza entry with play area, parking area, and two access roads to the attraction.

Arkansas Tourist Information Center at White River
Contract Amount: $4,980,000
Complete Date: September 2017
Scope: Demolition of two existing buildings and the necessary asphalt, concrete, and trees to accommodate replacement buildings. Construction of five concrete block buildings with metal roofing and wall paneling.

Cowell Steel Structures Expansion
Owner: Cowell Steel Structures, LLC
Contract Amount: $6,000,000
Complete Date: September 2017
Scope: Crow consulted on the design and executed the site package, dirt work, concrete, and erection of a 26,000 sq ft expansion to the existing manufacturing facility, 41,000 sq ft new construction for additional manufacturing space, and an 8,000 sq ft administration building. All buildings are steel structures. The scope also included a 3,000 sq ft completed components shed for sheet metal storage.



Josh Copeland

General Superintendent

Qualifications

OSHA 30

jcopeland@crowgrp.com
(501) 208-1340



Cowell Steel Structures Expansion

JOB SITE LOCATION: Atkins, Arkansas

SCOPE OF WORK: Crow consulted on the design and executed the site package, dirt work, concrete, and erection of 78,000 sq ft of additions at the Cowell Steel Structures headquarters in Atkins, Arkansas. The project included 26,000 sq ft expansion to the existing manufacturing facility, 41,000 sq ft new construction for additional manufacturing space, and an 8,000 sq ft administration building. All buildings are steel structures. The scope also included a 3,000 sq ft completed components shed for sheet metal storage.

OWNER REFERENCE:
Cowell Steel Structures
Luke Miller
T: (479) 747-2145
E: luke@cowellsteel.com

STAFF TEAM:
Brian Rohlman, PRINCIPAL
Josh Beck, PROJECT MANAGER
Josh Copeland, SUPERINTENDENT

INITIAL MOBILIZATION:
February 2016

COMPLETION DATE:
September 2017

AWARDED CONTRACT AMOUNT:
$6,000,000

COMPLETED CONTRACT AMOUNT:
$6,000,000







Petit Jean State Park Campground B

JOB SITE LOCATION: Petit Jean State Park, Arkansas

SCOPE OF WORK: Crow Group demoed the existing campground and built a new one from the ground up, including new restrooms, water, sewer, utility infrastructure, and site grading.

OWNER REFERENCE:
Joe Buckley, Arkansas State Parks
Joe.buckley@arkansas.gov, 501-727-6504

STAFF TEAM:
Austin Foshee, Project Manager
Bruce Seaborn, General Superintendent

INITIAL MOBILIZATION / COMPLETION DATE:
May 2021 / In Progress

AWARDED CONTRACT AMOUNT:
$1,559,050





Markham Square Water Quality

JOB SITE LOCATION: Conway, Arkansas

SCOPE OF WORK: The vision for Markham Square leverages site design to demonstrate a different future for storm water management in Conway. The park will transform a brownfield site plagued by flooding into a lively storm water park & cultural asset for the city.

OWNER REFERENCE:
Bart Castleberry, City of Conway
501-358-6810

STAFF TEAM:
Austin Foshee, Project Manager
Bruce Seaborn, General Superintendent
Rocky Hill, Superintendent

INITIAL MOBILIZATION / COMPLETION DATE:
May 2021 / In Progress

AWARDED CONTRACT AMOUNT:
$1,560,000





Pinecrest Dry Kiln Design-Build

JOB SITE LOCATION: Menifee, Arkansas

SCOPE OF WORK: Crow provided the design and construction for installation of a third dry kiln at the lumber mill located in Menifee, AR. Crow also provided the design and construction for an 11,000-sf maintenance facility. Project scope also included demolition of existing maintenance facility.

OWNER REFERENCE:
Ryan Hendrix
T: (501) 354-1556
E: rhendrix@gbp.com

STAFF TEAM:
David Watkins, P.L.A., Project Manager
John Doyle, P.E., Civil Engineer of Record
Josh Copeland, Superintendent

INITIAL MOBILIZATION / COMPLETION DATE:
May 2018 / August 2019

AWARDED CONTRACT AMOUNT:
$5,715,310





Jamison & Arch Street Modifications

JOB SITE LOCATION: Little Rock, Arkansas

SCOPE OF WORK: Crow has been contracted to replace three existing pumps, install two new automatic bar screens, replace the current mixer, add stainless steel slide gates, and install a new diesel backup generator. In addition, we are replacing an existing gantry crane, overseeing various electric upgrades, and completing concrete and paving site work.

OWNER REFERENCE:
Austin Anderson
austin.anderson@hawkins-weir.com
501-353-8239

STAFF TEAM:
Josh Beck, P.E., Estimator
Bryan Lowe, Project Manager
John Dunn, Superintendent

INITIAL MOBILIZATION / COMPLETION DATE:
February 2022 / September 2022

AWARDED / COMPLETED CONTRACT AMOUNT:
$2,888,415 / In Progress



Blanchard Springs Caverns Visitor Center Improvements Design-Build

JOB SITE LOCATION: Fifty Six, Arkansas

SCOPE OF WORK: Crow Group provided Design-Build Services for the U.S. Forest Service's Blanchard Springs Caverns Visitor Information Center improvements. The scope of work included facilitating the design and executing the construction for the visitor center plaza entry with play area, parking area, and two access roads to the attraction.

OWNER REFERENCE:
Ouachita National Forest Jay Tobin 100 Reserve St
Hot Springs, AR 71901
T: (501) 321-5202
E: jtobin@fs.fed.us



STAFF TEAM:
Brian Rohlman, PRINCIPAL, PROJECT MANAGER
Josh Copeland, SUPERINTENDENT

INITIAL MOBILIZATION / COMPLETION DATE:
September 2017 / March 2018

AWARDED / COMPLETED CONTRACT AMOUNT:
$1,082,000 / $1,081,897



Dooley Creek Street and Appurtenances

JOB SITE LOCATION: Bradley, Arkansas

SCOPE OF WORK: Crow Group provided highway improvements located at Lafayette County, Arkansas, including sheet piling installations for dewatering activities, removal and reinstallation of precast bridge structures, and raising and widening the highway.

OWNER REFERENCE:
Daniel Huett, ARDOT Resident Engineer #34
903-748-2339, Daniel.huett@ardot.gov

STAFF TEAM:
Austin Foshee, Project Manager
Josh Copeland, General Superintendent
Greg Church, Superintendent

INITIAL MOBILIZATION / COMPLETION DATE:
May 2020 / In Progress

AWARDED CONTRACT AMOUNT:
$2,313,732





Hope Water Treatment Plant Improvements

JOB SITE LOCATION: Hope, Arkansas

SCOPE OF WORK: Crow performed a demolition of the existing pump station and clearwell. A new pump station and clearwell were installed to replace the inadequate original ones. An additional clearwell was added to allow for scheduled down time for regular cleanings without halting production. The job consisted of earthwork, concrete, piping, electrical, and the construction of a permanent, on-site metal building.

OWNER REFERENCE:
Les Patterson
T: (870) 777-3000
E: lespat@hope-wl.com

STAFF TEAM:
Brian Rohlman, ESTIMATOR
Josh Beck, PROJECT MANAGER
John Doyle, PROJECT MANAGER
John Dunn, SUPERINTENDENT

INITIAL MOBILIZATION / SCHEDULED COMPLETE:
May 2018 / February 2021

AWARDED / COMPLETED CONTRACT AMOUNT:
$10,517,759 / $10,327,491





Crow Group Corporate Headquarters Renovation

JOB SITE LOCATION: Morrilton, Arkansas

SCOPE OF WORK: Crow self-contracted the design-build of our corporate headquarters in downtown Morrilton. The project included the total renovation/restoration of a 20,000 sq. ft. Coca Cola bottling plant that was originally erected in 1929. Our crew completely gutted the interior and restored many of the original details while also modernizing the space to meet the needs of our growing company. The finished product includes the addition of solar panels, 30+ workspaces, two conference rooms, a corporate event space, and an employee gym.

OWNER:
Crow Group, Inc.
Brian Rohlman, President
T: (501) 354-6511
E: brohlman@crowgrp.com

STAFF TEAM:
Brian Rohlman, PRINCIPAL, PROJECT MANAGER
Bruce Seaborn, SUPERINTENDENT

INITIAL MOBILIZATION / COMPLETION DATE:
January 2019 / August 2019

AWARDED / COMPLETED CONTRACT AMOUNT:
$2.2MM / $2.2MM





Case Farms Wastewater Treatment Plant Construction

JOB SITE LOCATION: Dudley, North Carolina

SCOPE OF WORK: Crow provided construction management services for the construction of a 2 MGD wastewater pretreatment plant for the poultry processing facility in Goldsboro, NC. Major project components consist of a complete aeration system, HDPE lined earthen basins, sludge filter press, chemical feed system, and several pump stations and associated office, lab, storage buildings.

OWNER REFERENCE:
Mavon Lam, Complex Manager
(919) 580-3343, mlam@casefarms.com

STAFF TEAM:
Brian Rohlman, P.E., Principal, Estimator
John Doyle, P.E., Project Manager
Josh Beck, P.E., Project Manager

CONSTRUCTION START / COMPLETION:
March 2019 / May 2020

AWARDED / COMPLETED CONTRACT:
$3,648,241 / $3,884,220*
Engineer advised change orders.





Fourche Creek Environmental Quality Basin Modifications

JOB SITE LOCATION: Little Rock, Arkansas

SCOPE OF WORK: Crow Group has been entrusted with the task of removing and disposing of all industrial waste, repairing a significant crack, removing the existing grout, adding concrete walls, adding a high-performance coating to the basin, enhancing the current piping system, and making electrical improvements to a currently operating waste-water treatment facilities EQ Basin. To date, Crow has been able to successfully rehabilitate the basin all while causing minimal disruption to the facility's overall operations. Upon completion of this project Fourche Creeks ability to provide service to their clients will be significantly enhanced.

OWNER REFERENCE:
Cary Lipscomb, Engineering Manager
501.688.1431, cary.lipscomb@lrwra.com

STAFF TEAM:
Bryan Lowe, Project Manager
Bob Gordon, Senior Project Manager
Bruce Seaborn, General Superintendent
Barney Treece, Superintendent

CONSTRUCTION START / COMPLETION:
July 2021 / December 2021

AWARDED / COMPLETED CONTRACT:
$1,098,000 / $1,148,751 *Owner approved changes.





Sardis Water Improvements

JOB SITE LOCATION: Sheridan, Arkansas

SCOPE OF WORK: Crow was contracted to construct the Ico Water Treatment Plant. Two groundwater well systems, two settling ponds, pumps, piping, and equipment as well as a 2,600 sqft building complete with a chemfeed laboratory were all included in the ground-up construction of this facility.

OWNER REFERENCE:
Roger Moren, General Manager
Sardis Water Association PWA
501.602.5393
rmoren@sardiswater.net

STAFF TEAM:
Josh Beck, P.E., Estimator
John Beck, Project Manager
Greg Smith, P.E., Sr. Project Manager
Bruce Seaborn, General Superintendent

CONSTRUCTION START / COMPLETION:
June 2020 / August 2021

AWARDED / COMPLETED CONTRACT:
$4,198,000 / $4,270,343





Tupelo Bayou Wastewater Treatment Plant Improvements

JOB SITE LOCATION: Conway, Arkansas

SCOPE OF WORK: Crow was the general contractor completing construction of odor control improvements at the 65-acre TBWWTP. The project consisted of the installation of two separately located and operated odor control systems including construction of concrete equipment pads; installation of odor control vessels, blower fans, and related electrical controls; and installing a series of fiberglass reinforced plastic (FRP) ductwork and PVC ductwork. The completed system pulls air from high odor producing sources through the ductwork and into the odor control vessels, and the vessel processes absorb and eliminate hazardous odorous air.

OWNER REFERENCE:
Brett McDaniel, Engineering and Planning Manager
(501) 450-6050, brett.mcdaniel@conwaycorp.com

STAFF TEAM:
Brian Rohlman, P.E., Estimator
Josh Beck, P. E., Project Manager

CONSTRUCTION START / COMPLETION:
February 2017 / March 2018

AWARDED / COMPLETED CONTRACT:
$3,198,552 / $2,939,492



Central Arkansas Water Pump Station 1A Rehabilitation

JOB SITE LOCATION:
Little Rock, Arkansas

SCOPE OF WORK: Replacement of 5 pumping units, motors, and electrical control equipment; installation of building ventilation improvements; rehabilitation of building structural items; and other miscellaneous improvements.

OWNER REFERENCE:
Joe O'Hara, Senior Engineer
501.210.4980
joe.ohara@carkw.com

STAFF TEAM:
Brian Rohlman, P.E., Estimator
Josh Beck, P. E., Project Manager
John Dunn, Superintendent

CONSTRUCTION START / COMPLETION:
March 2018 / August 2019

AWARDED / COMPLETED CONTRACT:
$3,585,100 / $3,543,465








CROW
WE BUILD FOR
YOU!

Crow Group, Inc.
JTD Contract Status

Job Number	Job	Contract Amount	Percent Complete	Projected Profit	Cost to Complete
2064	Benton WTP Pipe & Filters	4,955,831	82.34	441,544	797,419
2069	Morrilton Sewer System	3,568,020	97.24	106,494	95,642
2101	Oppelo Sewer Rehab	91,000	51.81	27,418	30,639
2105	CCRW Tank and PS	117,354	98.10	67,157	956
2131	Gravel Ridge WWTP	5,144,874	91.48	502,418	395,694
2133	Markham Square Water Qual	1,957,171	97.88	41,902	40,604
2138	Tyson Vick Strm Wtr Dsgn	160,000	92.02	48,822	8,876
2153	Jamison and Arch St. PS	2,891,902	39.43	318,246	1,558,767
2154	Comm Water Filters 13&14	3,599,236	70.18	809,984	831,631
2160	SCSD FEMA Design	11,150	92.18	3,873	569
2164	The Farm Subd. Design	28,400	94.13	4,855	1,383
2167	Tyson Dardanelle Parking	319,635	33.78	49,934	178,603
2201	Benton Valve Replacement	98,000	13.70	13,300	73,092
2203	Tyson NLR Dock Expansion	544,786	65.76	57,868	166,740
2207	Oppelo City Park	5,845	84.66	1,993	592
2208	Tennis/Pickleball Complex	29,575	79.29	11,465	3,750
2210	Tyson Vicksburg Storm Wtr	2,045,000	49.92	195,810	926,050
2214	Sorenes Center Landscape	4,250	21.20	2,712	1,213
2216	Omaha Cafeteria Design	10,000	39.20	3,118	4,184
2217	Eureka Springs Cafeteria	14,250	26.99	5,106	6,677
2218	Tyson Vicksburg H20 Line	9,903	97.24	2,001	218
2220	1st Baptist Church PJ	144,300	31.15	52,954	62,896
2221	CertainTeed Locker Room	677,250	2.10	91,610	573,319
2225	CAW PS1A Phase 2	3,096,000	1.08	370,475	2,695,963
2226	Half Moon Rd - Design	20,250	41.25	12,509	4,548
2227	Entergy Malvern Design	17,750	24.83	6,603	8,379
2228	Entergy Walnut Rdg Design	17,250	17.25	8,618	7,143
2229	Entergy Mt Ida Design	20,750	22.38	9,278	8,904
2231	Entergy Malvern	675,000	0.01	101,250	573,750
2232	Entergy Walnut Ridge	453,000	0.41	217,000	235,034
2233	Entergy Mt Ida	473,296	0.01	70,995	402,301
2235	Tyson Tyler Rd Drain Repl	75,000	3.22	15,000	58,069
2236	Pottsville Bandstand PEMB	123,265	0.46	16,550	106,225
2237	Benton Pump Replacement	74,572	3.03	5,665	66,822
2238	Forrest City WWTP Rehab	1,685,500	0.01	513,005	1,172,329
2239	AKD Car Wash Pump	8,500	7.70	3,670	4,458
2240	Darling IA - WW Study	25,000	0.97	5,800	19,013
	Grand Total For All Jobs	33,192,863		4,216,999	11,122,452

Report Selections Criteria

Equipment Code:	2000/99999	**Division:**	ALL
Equipment Type:	ALL	**Area:**	ALL
Yard Code:	ALL	**Equipment Status:**	A
Purchase Type:	Own,Lease,Rent	**Status types:**	Active,Inactive
Print notes:	No	**Include warranties:**	No
Include components:	No	**Include statistics:**	No
Include compliance:	No		

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
Equipment:	2015	Peterbilt Fuel Truck							
FT	Fuel Trucks		20	PETERBILT	PB348		2NP3LJ9X6MM732015	A	ACTIVE
Equipment:	2021	Ford Water Truck 2,000 Gallon-							
WT	Water Trucks		01	FORD	F650		3FDNF65261MA12021	A	ACTIVE
Equipment:	2059	Delivery Box Truck							
2T	2 Ton Trucks		05	INTERNATIONAL	400		1HTMKAAP46H346059	A	ACTIVE
Equipment:	2113	Freightliner M2-106							
2T	2 Ton Trucks		14	FREIGHTLINER	M2-106		1FVHCYCY4EAFX8113	A	ACTIVE
Equipment:	2122	Mack Dump Truck- White							
DT	Dump Trucks		13	MACK	GU700		1M2AX04C5DM018122	A	ACTIVE
Equipment:	2123	Mack Dump Truck- White							
DT	Dump Trucks		13	MACK	GU700		1M2AX04C7DM018123	A	ACTIVE
Equipment:	2219	Mack Dump Truck							
DT	Dump Trucks		14	MACK	GRANITE		1M2AX04C1EM019219	A	ACTIVE
Equipment:	2223	Mack Dump Truck							
DT	Dump Trucks		14	MACK	GRANITE		1M2AX04C3EMO19223	A	ACTIVE
Equipment:	2301	Mack Water Truck- White							
WT	Water Trucks		94	MACK	CH613		1M1AA12Y5RW035301	A	ACTIVE
Equipment:	2316	Mack Fuel Truck							
FT	Fuel Trucks		13	MACK			1M2AX32C3EM010316	A	ACTIVE
Equipment:	2422	Freightliner Haul Truck							
SEMI	Semi Trucks		07	FREIGHTLINER			1FVHCYDJ17DX48422	A	ACTIVE
Equipment:	2441	International Haul Truck							
DT	Dump Trucks		85	INTERNATIONAL	2375		1HSZDHUN1FHA20441	A	ACTIVE
Equipment:	2448	Freightliner M2							
SEMI	Semi Trucks		06	FREIGHTLINER	M2		1FUAFCDK57HX18448	A	ACTIVE
Equipment:	2453	Kenworth Fuel Truck							
SEMI	Semi Trucks		09	KENWORTH			2NKHHN7X49M251453	A	ACTIVE
Equipment:	2488	Freightliner F70							
DT	Dump Trucks		96	FREIGHTLINER	F70		1FUWHJBA6TL815488	A	ACTIVE
Equipment:	2493	Chevy Water Truck (Asphalt)							

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
SEMI	Semi Trucks		17	PETERBILT	567-121SFFA	K	1XPCP4EX6HD434724	A	ACTIVE
Equipment:	3936	Volvo Semi							
SEMI	Semi Trucks		07	VOLVO	VNL 300		4V5NC9GH77N447936	A	ACTIVE
Equipment:	3997	Peterbilt Semi Truck - White							
SEMI	Semi Trucks		16	PETERBILT	579-117		1XPBDP9X9GD333997	A	ACTIVE
Equipment:	4000	Cook Trailer							
TR	Trailers			FEATHERLITE	COOK			A	ACTIVE
Equipment:	4004	Homemade Hoist Trailer							
TR	Trailers							A	ACTIVE
Equipment:	4016	Heil Fuel Tank Trailer							
TR	Trailers		00	HEIL			5HTAB4322Y7H64016	A	ACTIVE
Equipment:	4027	Custom Fuel Trailer							
TR	Trailers		95	CUSTOM			1C9A1B2B5SS001027	A	ACTIVE
Equipment:	4030	Lark Cargo Trailer 18'							
TR	Trailers		20	LARK	CARGO		571BE1625LM039030	A	ACTIVE
Equipment:	4071	14' Cargo Trailer							
TR	Trailers		22	SPARTAN			50XBE1427NA028071	A	ACTIVE
Equipment:	4086	Kaufman 20' Tilt Trailer							
TR	Trailers		12	KAUFMAN	TILT UTILITY		5VGFD222XCL001086	A	ACTIVE
Equipment:	4107	53' Box Trailer							
TR	Trailers		00	FRUEHAUF			1JJV532F7YF652107	A	ACTIVE
Equipment:	4148	Haulmark 20ft Trailer							
TR	Trailers			HAULMARK	CARGO		16HGB20287K012148	A	ACTIVE
Equipment:	4150	Dump Trailer 6 CY							
TR	Trailers		22	BIG TEX	10SR		16V1D1625N5177150	A	ACTIVE
Equipment:	4204	40' Flatbed Gooseneck Trailer							
TR	Trailers		15	PJ TRAILERS	FLATBED		4P5FD4026G1240204	A	ACTIVE
Equipment:	4213	Hilbilt Dump Trailer							
TR	Trailers		94	HILBILT			1H9A3A3A5R1015213	A	ACTIVE
Equipment:	4225	Heil Fuel Tank Trailer							
TR	Trailers			HEIL			5HTAB432181X7H63225	A	ACTIVE
Equipment:	4239	Falcon Utility Trailer							
TR	Trailers		18	FALCON	UTILITY		432S11625J1003239	A	ACTIVE
Equipment:	4245	Hudson Trailer 20'							
TR	Trailers		05	HUDSON	PINTLE HOOK		10HHTD1D351000245	A	ACTIVE
Equipment:	4252	Falcon Trailer 16'							
TR	Trailers		18	FALCON	UTILITY		432HD1626J1003252	A	ACTIVE
Equipment:	4265	Big Tex Trailer 20' w/Rails							
TR	Trailers		16	BIG TEX 14PI-20	UTILITY		16VPX2022G2091265	A	ACTIVE
Equipment:	4294	16' Trailer							

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
TR	Trailers		18	BIG TEX 70PI	UTILITY		16VPX162XJ2016659	A	ACTIVE
Equipment:	4672	BigTex 16' Trailer							
TR	Trailers		02	BIG TEX	UTILITY		4K8NX162421D89672	A	ACTIVE
Equipment:	4692	Kaufman Trailer							
TR	Trailers		13	KAUFMAN	DROP DECK		5SHAD4730DB000692	A	ACTIVE
Equipment:	4795	17' Lark Trailer							
TR	Trailers		19	LARK	CARGO		571BE162XKM035795	A	ACTIVE
Equipment:	4818	Falcon Utility Trailer							
TR	Trailers		18	FALCON	UTILITY		432S21221J1002818	A	ACTIVE
Equipment:	4833	BigTex 22' Trailer							
TR	Trailers		21	BIGTEX	14TL		16V1C2723M2037833	A	ACTIVE
Equipment:	4855	40' Trailer Goose Neck							
TR	Trailers		01	TRMA			5BEBF40231C115855	A	ACTIVE
Equipment:	4876	Haulmark Trailer							
TR	Trailers			HAULMARK	CARGO		16HGB24287G086876	A	ACTIVE
Equipment:	4883	Homemade Trailer							
TR	Trailers		98	HOMEMADE	UTILITY		ARKAVTL9480357883	A	ACTIVE
Equipment:	4900	Home Made Gooseneck Trailer							
TR	Trailers			HOME MADE			ARKVIN02087218414	A	ACTIVE
Equipment:	4910	30' Trailer Goose Neck							
TR	Trailers		00	HOMEMADE			ARKAVTL0400214910	A	ACTIVE
Equipment:	4939	20' BigTex Trailer							
TR	Trailers		14	BIGTEX	UTILITY		16VDX2024E2605939	A	ACTIVE
Equipment:	4971	Big Tex Utility Trailer 18'							
TR	Trailers		21	BIG TEX	14PI-18BK		16V1W2221L2095971	A	ACTIVE
Equipment:	4986	16' Trailer 716IT							
TR	Trailers		19	HOMESTEADER	CARGO		5HABE1622KN073986	A	ACTIVE
Equipment:	5032	Cat Mini Excacator w/Thumb							
EX	Excavators		14	CATERPILLAR	305.5E		CAT3055EVFKY02032	A	ACTIVE
Equipment:	5091	Kobelco Excavator							
EX	Excavators		20	KOBELCO	SK 350 LC-10		YC14605091	A	ACTIVE
Equipment:	5103	Caterpillar Mini Excavator							
EX	Excavators		14	CATERPILLAR	303.5E		CAT3035EHRKY04103	A	ACTIVE
Equipment:	5123	Komatsu Mini Excavator							
EX	Excavators		07	KOMATSU	PC35MR-2		KMTPCD96VD5009123	A	ACTIVE
Equipment:	5134	Caterpillar Backhoe							
BH	Backhoes		97	CATERPILLAR	416C		5YN04134	A	ACTIVE
Equipment:	5160	New Holland Side Arm Bush Hog							
TC	Tractors		98	NEW HOLLAND	TRACTOR		8160	A	ACTIVE
Equipment:	5198	Linkbelt Excavator							

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
GR	Graders			CASE	570MXT		JJG0380514	A	ACTIVE
Equipment:	6524	Case Grading Tractor							
GR	Graders		99	CASE	570LXT		JJG0261524	A	ACTIVE
Equipment:	6803	Caterpillar Dozer							
DZ	Dozers		77	CATERPILLAR	D8		D8H46A32803	A	ACTIVE
Equipment:	6920	Komatsu Dozer							
DZ	Dozers		20	KOMATSU	D51PXI-24		B20920	A	ACTIVE
Equipment:	7038	Bomag Drum Roller (Walking)							
PK	Wacky Packers/Bull Dogs Packer		07	BOMAG	BW65H		101100711038	A	ACTIVE
Equipment:	7042	Hamm Sheepsfoot Roller							
SFR	Sheepsfoot Roller		10	HAMM	3412		H1800042	A	ACTIVE
Equipment:	7085	Hamm Smooth Drum Roller							
SDR	Smoth Drum Roller		08	HAMM	3412		H1800085	A	ACTIVE
Equipment:	7154	Sakai Sheepsfoot Roller							
SFR	Sheepsfoot Roller		02	SAKAI	SV400TF		10154	A	ACTIVE
Equipment:	7237	Hamm Sheepsfoot Roller							
SFR	Sheepsfoot Roller		15	HAMM	H11IXP		H2100237	A	ACTIVE
Equipment:	7263	DynaPac Sheepsfoot Roller							
SFR	Sheepsfoot Roller			DYNA PAC	CA134		81370263	A	ACTIVE
Equipment:	7270	Sakai Sheepsfoot Roller							
SFR	Sheepsfoot Roller			SAKAI	SV70TB		40270	A	ACTIVE
Equipment:	7335	Smooth or Pad Single Roller							
SFR	Sheepsfoot Roller		09	SAKAI	SV510TF		30335	A	ACTIVE
Equipment:	757C	Sakai Double Drum Smooth Rolle							
AR	Asphalt Rollers		11	SAKAI	SW330-1		4SW51-40157C	A	ACTIVE
Equipment:	7666	Hamm Tandem Asphalt Roller							
AR	Asphalt Rollers		19	HAMM	HD70IVV		H1860666	A	ACTIVE
Equipment:	8014	Volvo Paver							
AP	Asphalt Pavers		13	VOLVO	PF7110		385014	A	ACTIVE
Equipment:	9000	Jetstream Cooler							
MISC	Misc Equipment		21	PORTACOOL	PACJS2601A1		21020000203189	A	ACTIVE
Equipment:	9001	Fuel Tank							
TK	Fuel Tanks				1000		9001	A	ACTIVE
Equipment:	9004	Honda Pressure Washer							
MISC	Misc Equipment		04	HONDA	H4		H40004HH	A	ACTIVE
Equipment:	9005	Jetstream Cooler							
MISC	Misc Equipment		22	PORTACOOL	PACJS2601A1		22196018256171	A	ACTIVE
Equipment:	9008	Koshin 4" Pump							
WP	Water Pump		19	KOSHIN	KTH-100X		181201008	A	ACTIVE
Equipment:	9009	Koshin 4" Pump							

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
SW	Sweepers		05	CATERPILLAR			ACE01199	A	ACTIVE
Equipment:	9212	Land Pride Mowing Machine							
MISC	Misc Equipment		10	LAND PRIDE	AFM4211		365212	A	ACTIVE
Equipment:	9224	Straw Blower							
EC	Erosion Control			REINCO	TM-JR		2224	A	ACTIVE
Equipment:	9238	Manitowoc Boom Truck							
CR	Crane/Boom Truck		02	MANITOWOC	30100C		1HTGHADT42H534238	A	ACTIVE
Equipment:	9244	Skip Pan 24"x48"x96"							
MISC	Misc Equipment		21	GAR BRO			4KSP248	A	ACTIVE
Equipment:	9288	Scissor Lift 24-26'							
LF	Lifts		14	SKYJACK	SJIII3226		27020288	A	ACTIVE
Equipment:	9291	Scissor Lift 24-26'							
LF	Lifts		14	SKYJACK	SJIII3226		27019291	A	ACTIVE
Equipment:	9298	Kubota Hammer							
RH	Rock Hammers		11	KUBOTA			1298	A	ACTIVE
Equipment:	9317	Grimmer Schmidt Air Compressor							
CRN	Crown Equipment		16	GRIMMER SCHMIDT	100DMS		100DMS/24317	A	ACTIVE
Equipment:	9318	M & K Concrete Saw							
MISC	Misc Equipment		05	M & K DIAMOND MFG.	171002		171002MK1318	A	ACTIVE
Equipment:	9322	Zero Turn Mower							
MISC	Misc Equipment		16	KUBOTA	ZD21		12322	A	ACTIVE
Equipment:	9326	Koehring Skylift							
FL	Forklifts			KOEHRING	5522		7K5326	A	ACTIVE
Equipment:	9341	Nissan Forklift							
FL	Forklifts			NISSAN	CPF02A25V		S1341	A	ACTIVE
Equipment:	9342	CATERPILLAR							
SK	Skid Steer			CATERPILLAR	289C		CAT0289CPJMP00342	A	ACTIVE
Equipment:	9356	Forklift							
FL	Forklifts			HYUNDAI	33D-7E		HHIHHNO5LB0000356	A	ACTIVE
Equipment:	9361	Diamond Brush Mower Attachment							
MISC	Misc Equipment			DIAMOND	75G		9361	A	ACTIVE
Equipment:	9371	Toyota Forklift							
FL	Forklifts		06	TOYOTA	7FGC70		61371	A	ACTIVE
Equipment:	9380	Bomag Bulldog Walk Behind							
PK	Wacky Packers/Bull Dogs Packer			BOMAG	BT65		101541313380	A	ACTIVE
Equipment:	9385	Case 580 G Forklift							
FL	Forklifts		99	CASE	580 G		JJGN580GVAC533385	A	ACTIVE
Equipment:	9411	Skyjack Scissor Lift							
LF	Lifts			SKYJACK			33411	A	ACTIVE
Equipment:	9420	Veneer Stump Grinder							

449

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
WLD	Welder			PULSE POWER 500			U1960803646	A	ACTIVE
Equipment:	966A	Grove Manlift							
FL	Forklifts		95	GROVE	MZ66A			A	ACTIVE
Equipment:	9687	Caterpiller TL943D Telehandler							
FL	Forklifts		11	CATERPILLAR	TL943D		TBBL1687	A	ACTIVE
Equipment:	9691	Forklift							
FL	Forklifts		06		GP-25		5AM00691	A	ACTIVE
Equipment:	9696	500 Gallon Fuel Tank							
TK	Fuel Tanks		19				8696	A	ACTIVE
Equipment:	9697	John Deere Gator							
UTV	All Terrain Vehicle			JOHN DEERE	GATOR		1M0855DSABM016697	A	ACTIVE
Equipment:	9717	Sweeper Attachment							
MISC	Misc Equipment		17	BOBCAT			783741717	A	ACTIVE
Equipment:	9721	JCB Skylift							
FL	Forklifts				506B		SLP506B0SE0573721	A	ACTIVE
Equipment:	9738	Landa Pressure Washer							
PW	Pressure Washer			LANDA	PHW7-3000A			A	ACTIVE
Equipment:	9739	Caterpiller TL943 Telehandler							
FL	Forklifts		11	CATERPILLAR	TL943		TBL01739	A	ACTIVE
Equipment:	9756	Caterpillar Rock Hammer							
RH	Rock Hammers		15	CATERPILLAR	H65305		3X801756	A	ACTIVE
Equipment:	9760	Genie Skylift							
LF	Lifts			GENIE	GS1930		150403790	A	ACTIVE
Equipment:	9764	American Hercules Metal Roller							
MISC	Misc Equipment			AMERICAN HERCULES	250/10		250120764	A	ACTIVE
Equipment:	9765	Genie Skylift							
LF	Lifts			GENIE	GS1930		150403765	A	ACTIVE
Equipment:	9772	Finn Straw Blower							
EC	Erosion Control			FINN	B70		B70RH-36-SB-3772	A	ACTIVE
Equipment:	9790	Skyjack Scissor Lift							
LF	Lifts		11	SKYJACK	SJIII3219		22029190	A	ACTIVE
Equipment:	9806	Grove 45 Ton All Terrain Crane							
CR	Crane/Boom Truck		91	GROVE	RT745		75806	A	ACTIVE
Equipment:	9848	Tsurumi Portable Generator							
MISC	Misc Equipment			TSURUMI	TPG4-7000HD			A	ACTIVE
Equipment:	9849	Tsurumi Portable Generator							
MISC	Misc Equipment		22	TSURUMI	TPG4-7000HDX			A	ACTIVE
Equipment:	9851	Submersible Pump 2.2 HP 3"							
MISC	Misc Equipment			TSURUMI	NK4-22		B-11146738	A	ACTIVE
Equipment:	9852	Submersible Pump 2.2 HP 3"							

Hattieville Leasing LLC

Summary Equipment File Listing Sorted by Equipment Code

Equipment Type			Year	Make	Model	Weight Class	Serial #	Status	Description
MISC	Misc Equipment		05	PHOENIX FOGGER	300321B27925		839700204	A	ACTIVE
Equipment:	M218	Linkbelt Trackhoe							
EX	Excavators		99	LINKBELT	210		LE318-0218	A	ACTIVE
Equipment:	M490	John Deere Tractor							
TC	Tractors			JOHN DEERE	5525		LV5525R257490	A	ACTIVE
Equipment:	M691	Bumper Pull Trailer							
TR	Trailers		95	HOMEMADE			ARKAVTL0820281691	A	ACTIVE
Equipment:	M963	Chevrolet 3500							
1T	1 Ton Trucks		06	SILVERADO	SK3		1GCJK33D86F217963	A	ACTIVE
Equipment:	10001	Trench Box 8'x16'x4"							
EC	Erosion Control		18		GME-4M816-RE		T135	A	ACTIVE
Equipment:	10751	Dodge Ram 2500							
3/4T	3/4 Ton Trucks		21	DODGE	RAM 2500		3C6UR5CL3MG510751	A	ACTIVE
Equipment:	14680	Dodge Ram 2500							
3/4T	3/4 Ton Trucks		19	DODGE	RAM 2500		3C6UR5HJ1KG574680	A	ACTIVE
Equipment:	16845	Ford F250 Super Duty							
3/4T	3/4 Ton Trucks		12	FORD	F250		1FT7W2BT0CED16845	A	ACTIVE
Equipment:	17109	Dodge Ram 2500							
3/4T	3/4 Ton Trucks		18	DODGE	RAM 2500		3C6UR5CL4JG367109	A	ACTIVE
Equipment:	43251	Falcon Utility Trailer							
TR	Trailers		18	FALCON	UTILITY		432S2162XJ1003251	A	ACTIVE
Equipment:	47490	BigTex 20' Trailer							
TR	Trailers		17	BIG TEX	14ET-20BK-KR		16VEX2024H2063749	A	ACTIVE
Equipment:	90062	Sullair Air Compressor							
CMP	Compressor			SULLAIR	375HH		2/P01011200062	A	ACTIVE
Equipment:	90380	Caterpillar Rock Hammer							
RH	Rock Hammers		12	CATERPILLAR	H120ES		HHEE00380	A	ACTIVE
Equipment:	90750	Whiteman Multiquip Trowel							
MISC	Misc Equipment		16	WHITEMAN	B46A11H		PE0196075	A	ACTIVE
Equipment:	91197	Bomag Drum Roller (Walking)							
PK	Wacky Packers/Bull Dogs Packer		13	BOMAG	BMP8500		101720121197	A	ACTIVE
Equipment:	91360	Light Plant							
GN	Generator		15	MAGNUM PRO	MLT6SM		1507136	A	ACTIVE
Equipment:	9376H	Miller Welder							
WLD	Welder			MILLER	BOBCAT 225		LJ120376H	A	ACTIVE
Equipment:	98450	2000 Green Fuel Tank							
TK	Fuel Tanks						486845	A	ACTIVE

REFERENCES:

City of Conway
Jamie Brice, Procurement Manager
1111 Main Street
Conway, AR 72032
501-450-6105
Jamie.Brice@conwayarkansas.gov

Conway County Judge
Judge Jimmy Hart
117 South Moose St.
Morrilton, AR 72110
501-354-9640
judge@conwaycounty.org

ARDOT – District 8
Mike Hays, Resident Engineer
372 Aspen Lane
Russellville, AR 72811
479-968-2286

Client Focused Construction and Engineering Services

WE BUILD FOR YOU!

210 N. Moose St. • PO Box 1800 • Morrilton, AR 72110 • P: (501) 354-6511 • www.crowgrp.com

August 3, 2022

To Whom It May Concern:

Crow Group Inc is authorized to do business in the state of Arkansas. The Commercial Contractors Licensing Board License Number is 0045540423.

Regards,

[redacted]

Penny Vess
Financial Controller

License No. 0045540423 ID #5844

State of Arkansas

Commercial Contractors Licensing Board

CROW GROUP, INC.
210 MOOSE ST
MORRILTON, AR 72110

This is to Certify That CROW GROUP, INC.

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

BUILDING
- (COMMERCIAL & RESIDENTIAL)
HIGHWAY, RAILROAD, AIRPORT CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION
SPECIALTY
Millwright
Refrigeration, Cold Storage

This contractor has an unlimited suggested bid limit.

from May 20, 2022 **until** April 30, 2023 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

[redacted]

CHAIRMAN

SECRETARY

May 20, 2022 - dsa

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

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

State of Arkansas

County of Conway

I Greg Smith 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.

CROW GROUP, INC. CORPORATE SEAL 1992 ARKANSAS

Signature: [redacted] Greg Smith Title: Vice President

Subscribed and swo[redacted] day of August, 2022

Notary Public: [redacted] Dusty Norris My commission expires: 10-20-2025

DUSTY NORRIS
POPE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires October 20, 2025
Commission No. 12695929

BID FORM FOR CONSTRUCTION CONTRACT

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The City of Bentonville, Arkansas**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

SCHEDULE A – STREET BOND (2017) FOR SW A STREET MAIN STREET						
Item No.	Spec Section	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1.0	SP	Materials Testing	LS	1	$21,617.04	$21,617.04
2.0	111	Construction Control	LS	1	$172,382.24	$172,382.24
3.0	112	Trench and Excavation Safety Systems	LS	1	$11,579.63	$11,579.63
4.0	201	Clearing and Grubbing	LS	1	$200,000.00	$200,000.00
5.0	202	Undercut and Backfill	CY	1900	$54.86	$104,234.00
6.0	203	Subgrade Preparation	SY	1531	$14.12	$21,617.72
7.0	204	4" Topsoil Placement	SY	1386	$8.05	$11,157.30
8.0	301	24" RCP Outside Roadway	LF	44	$79.98	$3,519.12
9.0	301	24" RCP Within Roadway	LF	31	$110.26	$3,418.06
10.0	301	53"x34" RCHEP Within Roadway	LF	63	$440.40	$27,745.20
11.0	301	24" RCP FES	EA	6	$1,058.75	$6,352.50
12.0	301	53"x34" RCHEP FES	EA	2	$3,996.24	$7,992.48

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13.0	302	4' Diameter Junction Box	EA	1	$7476.54	$7476.54
14.0	303	7'x3' Precast Concrete Box Culvert	LF	624	$1,035.33	$646,045.92
15.0	303	Wingwalls & Appertanances (SW A St and Main St)	LS	1	$240,000.00	$ 240,000.00 RB
16.0	307	Flowable Select Material	CY	18	$1,259.71	$ 22,674.78
17.0	400	6"Aggregate Base Course	SY	1016	$21.75	$ 22,098.00
18.0	403	2" ACHM surface Course (1/2" PG64-22, N-MAX=115)	SY	975	$26.88	$26,208.00
19.0	403	4" ACHM Binder Course (1" PG64-22, N-Max=115)	SY	975	$40.70	$39,682.50
20.0	505	Seeding	AC	0.1	$13,004.25	$1300.43
21.0	505	Additional Watering	MG	1.0	$26.25	$26.25
22.0	507	4" Striping (Thermoplastic)	LF	290	$28.12	$8,154.80
23.0	509 & SP	Erosion Control	LS	1	$25,440.64	$ 25,440.64 RB
24.0	510	Traffic Control	LS	1	$97,717.13	$ 97,717.13 RB
25.0	511	Mobilization	LS	100	$1,356.50	$135,650.00
26.0	515	Galvanized Steel Safety Rail	LF	108	$105.00	$ 11,340.00
27.0	SP	Masonry Fence	LF	151	$628.50	$94,903.50
28.0	SP	Contingency Allowance ($100,000)	LS	1	$100,000	$ 100,000
29.0	BWU	4' Dia Manhole	EA	8	$8,032.42	$64,259.36
30.0	BWU	8" PVC (SDR-26) Sanitary Sewer	LF	145	$124.92	$18,113.40
31.0	BWU	10" PVC (SDR-26) Sanitary Sewer	LF	128	$166.91	$21,364.48
32.0	BWU	10" Epoxy Lined Ductile Iron Sanitary Sewer	LF	143	$191.40	$ 27,370.20
33.0	BWU	Core Drill Manhole & Connect New Sewer	EA	2	$2,328.24	$4,656.48
34.0	BWU	Plug Existing Sewer Line at Manhole Wall	EA	6	$854.32	$5,125.92
35.0	BWU	Granular Backfill for Sewer	TON	230	$27.89	$6414.70
36.0	BWU	8" PVC C-900 DR-14 Waterline	LF	306	$134.90	$41,279.40
37.0	BWU	6"x6" Tapping Sleeve & Valve W/Valve Box	EA	4	$3948.86	$15,795.44
38.0	BWU	8" Gate Valve W/Valve Box	EA	4	$2,287.88	$9,151.52
39.0	BWU	Fire Hydrant Assembly	EA	1	$13,787.90	$ 13,787.90 RB
40.0	BWU	D.I. Mechanical Joint Compact Fittings	LB	1000	$16.08	$16,080.00
41.0	BWU	Cut, Cap, and Block Existing 6" Waterline	EA	4	$249.61	$998.44
42.0	BWU	16" Direct Bury Steel Casing	LF	153	$146.43	$22,403.79
43.0	BWU	Granular Backfill for Water	TON	70	$35.63	$2,494.10
		Total of All Unit Price Bid Items- Schedule A				$ 2,413,650.80

SCHEDULE B – STREET RESERVE FOR BENTON STREET

Item No.	Spec Section	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
44.0	202	Undercut and Backfill	CY	420	$79.94	$33,574.80
45.0	203	Subgrade Preparation	SY	284	$17.26	$4,901.84
46.0	204	4" Topsoil Placement	SY	467	$9.23	$4,310.41
47.0	301	24" RCP Outside Roadway	LF	46	$99.27	$4,564.42
48.0	301	24" CMP FES	EA	3	$1,039.57	$3,118.71
49.0	303	6'x3' Precast Concrete Box Culvert	LF	159	$953.34	$151,581.06

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

50.0	303	Wingwalls & Appertenances (Benton St)	LS	1	$52,917.37	$52,917.37
51.0	307	Flowable Select Material	CY	6	$1,674.27	$10,045.62
52.0	400	6" Aggregate Base Course	SY	137	$35.04	$4,800.48
53.0	403	2" ACHM Surface Course (1/2" PG64-22, N-Max=115)	SY	131	$59.06	$ 7,736.86
54.0	403	4" ACHM Binder Course (1" PG64-22, N-Max=115)	SY	131	$75.01	$ 9,826.31
55.0	505	Seeding	AC	0.1	$13,004.25	$1,300.43
56.0	505	Additional Watering	MG	1.0	$26.25	$26.25
57.0	515	Galvanized Steel Safety Rail	LF	46	$105	$4830.00
		Total of All Unit Price Bid Items- Schedule B				$304,630.78

SCHEDULE C – DRAINAGE BOND (2021) FOR DRAINAGE CHANNEL

Item No.	Spec Section	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
58.0	202	Undercut and Backfill	CY	3300	$58.19	$192,027.00
59.0	203	Subgrade Preparation	SY	2434	$14.00	$ 34,076.00
60.0	204	4" Topsoil Placement	SY	2844	$9.13	$ 25,966.72
61.0	305	Channel Excavation (Plan Quantity)	CY	2230	$54.30	$121,089.00
62.0	305	Channel Fill (Plan Quantity)	CY	840	$42.54	$ 35,733.60
63.0	305	Concrete channel Paving	SY	2320	$143.90	$ 333,848.00
64.0	505	Sodding	SY	814	$5.21	$4,240.94
65.0	505	Seeding	AC	0.6	$2,819.25	$1,691.55
66.0	505	Additional Watering	MG	1.0	$26.25	$26.25
67.0	512	Chain Link Fence	LF	287	$30.29	$ 8,693.23
68.0	512	Woven Wire Fence	LF	91	$10.38	$944.58
69.0	512	Temporary Fence	LF	100	$5.62	$562.00
		Total of All Unit Price Bid Items-Schedule C				$ 779,963.49

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price*

Total Bid Price – (Schedule A, B & C)	$ 3,498,245.06

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date
1	7-29-2022

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. 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.

8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid 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 collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Crow Group Inc.
(typed or printed name of organization)

By: [redacted]
(individual's signature)

Name: Brian Rohlman
(typed or printed)

Title: President
(typed or printed)

Date: 08-03-2022
(typed or printed)

If Bidder is [redacted] t venture, attach evidence of authority to sign.

Attest: [redacted]
(individual's signature)

Name: Randal Birdwell
(typed or printed)

Title: Project Manager
(typed or printed)

Date: 08-03-2022
(typed or printed)

Address for giving notices:
210 N. Moose St. Morrilton AR, 72110

Bidder's Contact:

Name: Randal Birdwell
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 1-501-289-1030

Email: rbirdwell@crowgrp.com

Address:

Bidder's Contractor License No.: (if applicable) 0045554023

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

BID BOND

BID BOND (DAMAGES FORM)

Bidder Name: Crow Group, Inc. Address *(principal place of business)*: P. O. Box 1800 Morrilton, AR 72110	**Surety** Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner Name: **City of Bentonville** Address *(principal place of business)*: **305 SW A Street** **Bentonville, AR 72712**	**Bid** Project *(name and location)*: **City of Bentonville** **Drainage Improvements - Tributary 2 of Little Osage Creek** **Bentonville, Arkansas** Bid Due Date: **August 3, 2022, 2:30 pm**

Bond

Bond Amount: Five Percent of Bid Amount----(5% of bid)

Date of Bond: August 3, 2022

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Crow Group, Inc.	Fidelity and Deposit Company of Maryland
By: [redacted]	By: [redacted]
Name: Greg Smith *(Printed or typed)*	Name: James R. Ramsay *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: [redacted] *(Signature)*	Attest: [redacted]
Name: Dusty Norris *(Printed or typed)*	Name: Pamela K. Hays *(Printed or typed)*
Title: Project Coordinator	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-435, Bid Bond (Damages Form).
Copyright© 2018 National Society of Professional Engineer, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:

    1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and

    1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.

    1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

    3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

    3.2. All Bids are rejected by Owner, or

    3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Copyright© 2018 National Society of Professional Engineer, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Cynthia L. TRICKEY, William H. GRIFFIN, Nick W. PETERS, James R. RAMSAY and Pamela K. HAYS, all of Little Rock, Arkansas,** EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of August, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[redacted]

By: Robert D. Murray
Vice President

[redacted]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 1st day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of August, 2022.



[redacted]

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR DRAINAGE IMPROVEMENTS – TRIBUTARY 2 OF LITTLE OSAGE CREEK (PIIP22-0009; IFB-22-51); AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CROW GROUP, INC., FOR THIS PORJECT, IN THE AMOUNT OF THREE MILLION THREE HUNDRED NINETY-TWO THOUSAND SIXTY-THREE DOLLARS AND THIRTY-FOUR CENTS ($3,392,063.34); AND FOR OTHER PURPOSES.

WHEREAS, Crow Group, Inc. is the lowest qualified bidder for bid IFB-22-51;

WHEREAS, this contract covers the Drainage Improvements - Tributary 2 of Little Osage Creek (PIIP22-0009); and

WHEREAS, this contract will be paid using bond funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a contract with Crow Group, Inc. for Drainage Improvements - Tributary 2 of Little Osage Creek (PIIP22-0009; IFB-22-51) in the amount of three million three hundred ninety-two thousand sixty-three dollars and thirty-four cents ($3,392,063.34); and

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

_____
MAYOR

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
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):*

Resolution allowing the Mayor and City Clerk to award Bid IFB-22-81 and to enter into a contract with N.E.C Inc. for the construction of Drainage Improvements - SW 7th & C Lateral (PIIP22-0004, Munis Project #21EN0024), in the amount of $810,839.00 per the attached Bid Tabulation.

Estimated Cost	**$810,839.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is a Drainage and Street Bond project.

Memorandum

To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Tuesday, September 13, 2022

Re: Bid Award for Drainage Improvements – SW 7th & C Lateral (MUNIS #21EN0024, PIIP22-0004, IFB22-81)

Staff requests approval allowing the Mayor and City Clerk to award the bid and to enter into a contract with N.E.C., Inc for the construction of SW 7th & C Lateral (MUNIS #21EN0024, PIIP22-0004, IFB22-81).

This project consists of extending the collection system and adding curb and gutter.

The amount for this contract is $810,839.00

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

September 7, 2022

Gladys Shoemake
Purchasing Manager – City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas

RE: Bid Recommendation: IFB-22-81 – 7th & C Drainage Improvements

Ms. Shoemake –

The City of Bentonville received bids for 7 h & C Drainage Improvements. Two bids were received as follows:

- NEC Inc.: $810,839.00
- Milestone Construction Company: $987,823.82

A detailed Bid Tabulation summary is attached for review. Crafton Tull has reviewed the bids and found them to be complete. NEC's bid was adjusted to include a bid of $25,000 for pay item 35.0, 'Contingency Allowance ($25,000)' in accordance with bid instructions. Further, the bid provided by NEC, Inc. falls within required limits of the engineer's estimated construction cost of $486,805.00. Crafton Tull recommends the City of Bentonville accept the bid of NEC, Inc..

Should the City have any questions, please contact the undersigned.

Respectfully,

[redacted]

Luke Jost, PE
Project Manager

Attachments:
Bid Tabulation

Bid Tabulation

7th & C Drainage Improvements
IFB-22-81
City of Bentonville

9/7/2022

				Engineer's Estimate		NEC, Inc		Milestone Const. Co.	
				Unit Cost	Item Total	Unit Cost	Item Total	Unit Cost	Item Total
1.0	Materials Testing	1	LS	$ 7,500.00	$ 7,500.00	$ 13,466.00	$ 13,466.00	$ 10,750.00	$ 10,750.00
2.0	Roadway Construction Control	1	LS	$ 500.00	$ 500.00	$ 11,336.00	$ 11,336.00	$ 18,750.00	$ 18,750.00
3.0	Trench and Excavation Safety Systems	1	LS	$ 1,000.00	$ 1,000.00	$ 1,010.00	$ 1,010.00	$ 18,750.00	$ 18,750.00
4.0	Clearing & Grubbing	1	LS	$ 15,000.00	$ 15,000.00	$ 25,090.00	$ 25,090.00	$ 43,750.00	$ 43,750.00
5.0	Undercut & Backfill	480	CY	$ 75.00	$ 36,000.00	$ 106.50	$ 51,120.00	$ 43.75	$ 21,000.00
6.0	Unclassified Excvation (Plan Quantity)	113	CY	$ 20.00	$ 2,260.00	$ 180.50	$ 20,396.50	$ 312.50	$ 35,312.50
7.0	Embankment (Plan Quantity)	221	CY	$ 10.00	$ 2,210.00	$ 64.00	$ 14,144.00	$ 312.50	$ 69,062.50
8.0	Subgrade Preparation (Plan Quantity)	578	SY	$ 10.00	$ 5,780.00	$ 21.00	$ 12,138.00	$ 68.75	$ 39,737.50
9.0	4" Topsoil Placement	810	SY	$ 12.00	$ 9,720.00	$ 45.50	$ 36,855.00	$ 5.75	$ 4,657.50
10.0	18" RCP Within Roadway	66	LF	$ 100.00	$ 6,600.00	$ 248.00	$ 16,368.00	$ 375.00	$ 24,750.00
11.0	18" RCP Outside Roadway	203	LF	$ 75.00	$ 15,225.00	$ 139.00	$ 28,217.00	$ 343.75	$ 69,781.25
12.0	24" RCP Outside Roadway	134	LF	$ 120.00	$ 16,080.00	$ 165.50	$ 22,177.00	$ 350.00	$ 46,900.00
13.0	38"x24" RCHEP Outside Roadway	241	LF	$ 150.00	$ 36,150.00	$ 256.00	$ 61,696.00	$ 356.25	$ 85,856.25
14.0	3'x2' RCB Within Roadway	28	LF	$ 750.00	$ 21,000.00	$ 1,019.00	$ 28,532.00	$ 1,250.00	$ 35,000.00
15.0	4' Dia. Junction Box	1	EA	$ 8,500.00	$ 8,500.00	$ 6,905.00	$ 6,905.00	$ 13,640.00	$ 13,640.00
16.0	4' Dia. Junction Box w/ Grated Lid	1	EA	$ 8,750.00	$ 8,750.00	$ 6,905.00	$ 6,905.00	$ 13,640.00	$ 13,640.00
17.0	Combination Inlet	1	EA	$ 6,000.00	$ 6,000.00	$ 8,243.00	$ 8,243.00	$ 13,640.00	$ 13,640.00
18.0	Combination Inlet with Junction Box	4	EA	$ 10,000.00	$ 40,000.00	$ 9,298.00	$ 37,192.00	$ 15,000.00	$ 60,000.00
19.0	Combination Inlet with Junction Box & 2-	1	EA	$ 11,500.00	$ 11,500.00	$ 16,680.00	$ 16,680.00	$ 19,840.00	$ 19,840.00
20.0	6' Dia. Area Inlet	1	EA	$ 7,500.00	$ 7,500.00	$ 10,381.00	$ 10,381.00	$ 17,360.00	$ 17,360.00
21.0	6' Dia. Juction Box	1	EA	$ 7,000.00	$ 7,000.00	$ 8,437.00	$ 8,437.00	$ 16,120.00	$ 16,120.00
22.0	Sidewalk Underdrain	3	EA	$ 3,000.00	$ 9,000.00	$ 4,897.00	$ 14,691.00	$ 750.00	$ 2,250.00
23.0	8" Aggregate Base Course	578	SY	$ 20.00	$ 11,560.00	$ 65.50	$ 37,859.00	$ 16.08	$ 9,294.24
24.0	4" Aggregate Base Course	560	SY	$ 16.00	$ 8,960.00	$ 43.00	$ 24,080.00	$ 7.98	$ 4,468.80
25.0	6" Portland Cement Concrete Base	15	SY	$ 50.00	$ 750.00	$ 164.50	$ 2,467.50	$ 78.12	$ 1,171.80
26.0	3" Asphalt Concrete Hot Mix Surface	408	SY	$ 25.00	$ 10,200.00	$ 62.50	$ 25,500.00	$ 28.57	$ 11,656.56
27.0	Concrete Curb & Gutter	666	LF	$ 30.00	$ 19,980.00	$ 19.50	$ 12,987.00	$ 29.76	$ 19,820.16
28.0	4" Concrete Sidewalk	472	SY	$ 60.00	$ 28,320.00	$ 75.50	$ 35,636.00	$ 63.24	$ 29,849.28
29.0	Concrete Driveway	47	SY	$ 75.00	$ 3,525.00	$ 89.50	$ 4,206.50	$ 78.12	$ 3,671.64
30.0	Sodding	810	SY	$ 5.00	$ 4,050.00	$ 8.00	$ 6,480.00	$ 4.03	$ 3,264.30
31.0	Remove & Reset Street Sign	2	EA	$ 500.00	$ 1,000.00	$ 685.00	$ 1,370.00	$ 312.50	$ 625.00
32.0	Erosion Control	1	LS	$ 6,000.00	$ 6,000.00	$ 22,744.00	$ 22,744.00	$ 22,320.00	$ 22,320.00
33.0	Traffic Control	1	LS	$ 15,000.00	$ 15,000.00	$ 30,064.00	$ 30,064.00	$ 21,427.20	$ 21,427.20
34.0	Mobilization	1	LS	$ 20,000.00	$ 20,000.00	$ 33,900.00	$ 33,900.00	$ 51,069.14	$ 51,069.14
35.0	Contingency Allowance ($25,000)	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
36.0	Cast-in-Place Tactile Panel	36	SF	$ 35.00	$ 1,260.00	$ 34.50	$ 1,242.00	$ 104.16	$ 3,749.76
37.0	Handicap Ramp Concrete	27	SY	$ 75.00	$ 2,025.00	$ 292.50	$ 7,897.50	$ 111.60	$ 3,013.20
38.0	Relocate Exist. Water Meter	9	EA	$ 1,500.00	$ 13,500.00	$ 1,130.00	$ 10,170.00	$ 1,364.00	$ 12,276.00
39.0	6"x6" Tapping Sleeve	2	EA	$ 4,000.00	$ 8,000.00	$ 5,494.00	$ 10,988.00	$ 9,833.00	$ 19,666.00
40.0	6" Gate Valve & Valve Box	2	EA	$ 2,250.00	$ 4,500.00	$ 4,394.00	$ 8,788.00	$ 1,364.00	$ 2,728.00
41.0	Cut, Cap & block Existing 6" Waterline	2	EA	$ 2,500.00	$ 5,000.00	$ 2,735.00	$ 5,470.00	$ 6,519.92	$ 13,039.84
42.0	D.I. Mechanical Joint Compact Fittings	300	LB	$ 20.00	$ 6,000.00	$ 49.00	$ 14,700.00	$ 38.44	$ 11,532.00
43.0	8" C-900 DR-14 Waterline	140	LF	$ 135.00	$ 18,900.00	$ 266.50	$ 37,310.00	$ 268.81	$ 37,633.40
					$ 486,805.00		$ 810,839.00		$ 987,823.82

BID FORM FOR CONSTRUCTION CONTRACT

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **The City of Bentonville, Arkansas**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Spec Section	Description	Unit	Item Quantity	Bid Unit Price	Bid Amount
1.0	SP	Materials Testing	LS	1	$13,466.00	$13,466.00
2.0	111	Roadway Construction Control	LS	1	$11,336.00	$11,336.00
3.0	112	Trench and Excavation Safety Systems	LS	1	$1,010.00	$1,010.00
4.0	201	Clearing & Grubbing	LS	1	$25,090.00	$25,090.00
5.0	202	Undercut & Backfill	CY	480	$106.50	$51,120.00
6.0	202	Unclassified Excvation (Plan Quantity)	CY	113	$180.50	$20,396.50
7.0	202	Embankment (Plan Quantity)	CY	221	$64.60	$14,144.00
8.0	203	Subgrade Preparation (Plan Quantity)	SY	578	$21.00	$12,138.00
9.0	204	4" Topsoil Placement	SY	810	$45.50	$36,855.00
10.0	301	18" RCP Within Roadway	LF	66	$248.00	$16,368.00
11.0	301	18" RCP Outside Roadway	LF	203	$139.00	$28,217.00
12.0	301	24" RCP Outside Roadway	LF	134	$165.50	$22,177.00

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

13.0	301	38"x24" RCHEP Outside Roadway	LF	241	$ 256.00	$ 61,696.00
14.0	303	3'x2' RCB Within Roadway	LF	28	$ 1,019.00	$ 28,532.00
15.0	302	4' Dia. Junction Box	EA	1	$ 6,905.00	$ 6,905.00
16.0	302	4' Dia. Junction Box w/ Grated Lid	EA	1	$ 6,905.00	$ 6,905.00
17.0	302	Combination Inlet	EA	1	$ 8,243.00	$ 8,243.00
18.0	302	Combination Inlet with Junction Box	EA	4	$ 9,298.00	$ 37,192.00
19.0	302	Combination Inlet with Junction Box & 2-5'3" Extensions	EA	1	$ 16,680.00	$ 16,680.00
20.0	302	6' Dia. Area Inlet	EA	1	$ 10,381.00	$ 10,381.00
21.0	302	6' Dia. Juction Box	EA	1	$ 8,437.00	$ 8,437.00
22.0	302	Sidewalk Underdrain	EA	3	$ 4,897.00	$ 14,691.00
23.0	401	8" Aggregate Base Course	SY	578	$ 65.50	$ 37,859.00
24.0	401	4" Aggregate Base Course	SY	560	$ 43.00	$ 24,080.00
25.0	ARDOT 309	6" Portland Cement Concrete Base	SY	15	$ 164.50	$ 2,467.50
26.0	403	3" Asphalt Concrete Hot Mix Surface Course	SY	408	$ 62.50	$ 25,500.00
27.0	501	Concrete Curb & Gutter	LF	666	$ 19.50	$ 12,987.00
28.0	502	4" Concrete Sidewalk	SY	472	$ 75.50	$ 35,636.00
29.0	503	Concrete Driveway	SY	47	$ 89.50	$ 4,206.50
30.0	505	Sodding	SY	810	$ 8.00	$ $6,480.00
31.0	508	Remove & Reset Street Sign	EA	2	$ 685.00	$ 1,370.00
32.0	509	Erosion Control	LS	1	$ 22,744.00	$ 22,744.00
33.0	510	Traffic Control	LS	1	$ 30,064.00	$ 30,064.00
34.0	511	Mobilization	LS	1	$ 33,900.00	$ 33,900.00
35.0	SP	Contingency Allowance ($25,000)	LS	1	$ 0.00	$ 0.00
36.0	513	Cast-in-Place Tactile Panel	SF	36	$ 34.50	$ 1,242.00
37.0	513	Handicap Ramp Concrete	SY	27	$ 292.50	$ 7,897.50
38.0	BWU	Relocate Exist. Water Meter	EA	9	$ 1,130.00	$ 10,170.00
39.0	BWU	6"x6" Tapping Sleeve	EA	2	$ 5,494.00	$ 10,988.00
40.0	BWU	6" Gate Valve & Valve Box	EA	2	$ 4,394.00	$ 8,788.00
41.0	BWU	Cut, Cap & block Existing 6" Waterline	EA	2	$ 2,735.00	$ 5,470.00
42.0	BWU	D.I. Mechanical Joint Compact Fittings	LB	300	$ 49.00	$ 14,700.00
43.0	BWU/SP	8" C-900 DR-14 Waterline	LF	140	$ 266.50	$ 37,310.00
					Total of All Unit Price Bid Items	$ 785,839.00

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.02 *Total Bid Price*

Total Bid Price –	$ 785,839.00

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NA	

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
3. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
4. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

NON-COLLUSION AFFIDAVIT

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

State of ARKANSAS

County of BENTON

I MICHAEL NECESSARY 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: VP

Subscribed and sworn before me this: 29th day of August 20 25

Notary Public: [redacted] My commission expires: April 3, 2028

Tamara L Dupwe Comm. No. 12710658 NOTARY PUBLIC My Comm. Expires 4/03/2028 BENTON COUNTY, ARKANSAS

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX B

NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

CERTIFICATE

I, the undersigned, being the duly elected and serving Secretary of N.E.C., Inc., an Arkansas corporation, hereby certify that at a duly called meeting of the Board of Directors of the Corporation, the Directors passed the following resolution:

> RESOLVED, that the President of this Corporation and the Secretary of this Corporation, be, and hereby are, authorized on behalf of and in the name of the Corporation to:
>
> (a) Negotiate and procure loans, letters of credit, financial commitments, sign contracts, and give security in both real and personal property.
>
> (b) Give security for any liability, guaranty, assignment, pledge and accommodation of this Corporation to a lending institution by mortgage, pledge or assignment or a lien upon any personal or real property, tangible or intangible, of the Corporation, and
>
> (c) Execute in such form as may be required by a lending institution all notes, documents of indebtedness, and other evidences of such loans, and all instruments of pledge, assignment or lien.

FURTHER RESOLVED, that the lending institution be, and herby is, authorized and directed to pay proceeds of any such loans as directed by the President and Secretary.

FURTHER RESOLVED, that this resolution shall continue in force, and said lending institution may consider the Officers set forth herein to be and continue to be the Officers of the Corporation until notice to the contrary in writing is duly served on said lending institution.

We further certify that the following are all of the Officers of this Corporation:

Kevin J. Necessary	President
Michael J. Necessary	Secretary

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of April, 2004.

Corporate Seal

[redacted]

Bidder's Contractor License No.: (if applicable) 614878 0422

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: N.E.C. INC
(of organization)

By: [redacted]
(Bidder's signature)

Name: Kevin Necessary
(typed or printed)

Title: President
(typed or printed)

Date: 8-29-22
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [redacted]

Name: MICHAEL NECESSARY
(typed or printed)

Title: VP
(typed or printed)

Date: 8-29-22
(typed or printed)

Address for giving notices:
2425 S. 5TH PL
ROGERS 72758

Bidder's Contact:

Name: MICHAEL NECESSARY
(typed or printed)

Title: VP
(typed or printed)

Phone: 479 721 2473

Email: mjnecessary@nec-contractors.com

Address:
2425 S. 5TH PL
ROGERS AR 72758

EJCDC® C-410, Bid Form for Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

7. 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.

8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certificatians*

A. The Bidder certifies the following:

1. This Bid 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 collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Mike Necessary
Cell: 479 -721 -2473
Email: mjnecessary@NEC -
contractors.com

Kevin Necessary
Cell: 479 -721 -2474
Email: KJNecessary@NEC -contractors.com

STATEMENT OF BIDDER'S QUALIFICATIONS

The name of our company is N.E.C., Inc. Our address is 2425 S. 5th Place, Rogers, AR 72758. We were organized and incorporated on April 15, 2004, in the state of Arkansas. Mike Necessary and Kevin Necessary collectively have over 70 years of infrastructure construction experience with over forty of those years in business for themselves. Included below are lists of contracts on hand, the larger projects recently completed, our equipment available, and our experiences of jobs of this size.

Our company specializes in constructing infrastructure improvements to include earthwork, utilities, and concrete work. We have never failed to complete a contract agreement as per contract requirements. We have never defaulted on a contract. We have never been fined or had our license suspended by the Arkansas Contractor's Licensing Board.

The contracts in hand now are a $1.2 million contract for site work and grading CDI Contractors for the Walmart AMP Renovations in Rogers, a $1.1 million contract with Milestone Construction for Shaw Park in Springdale, a $12.9 million contract for Shadow Valley in Rogers, a $1.9 million contract for site work for the University of Arkansas for the Student Success Center, and numerous smaller contracts for general contractors.

The contracts completed in the last 24 months are a $1.7 million contract for site work and grading for Springdale Schools, a $1 million contract for Shadow Valley subdivision phase 8, a $.6 million contract for Branchwood Trail for Bella Vista POA, a $2 million contract for site work at Fellowhip Bible, Fayetteville, and numerous smaller contracts for local municipalities.

Some of the completed, larger projects include:
A $3.8 million contract the with the City of Pea Ridge, Arkansas for the Highway 72 water extension and downtown sewer rehabilitation with a completion date of June 2009. A $900,000 contract, constructing a bridge-length box culvert, with the Arkansas Highway and Transportation Department was completed in May of 2011. Beaulah East Mine Reclamation for ADEQ which totalled $643,522. A $4,000,000 contract with Bentonville schools which included new water, sewer, storm drain, streets and sidewalks, was completed in May of 2012. An AHTD project on Hwy 540 for a Cable Barrier finished in 2012 was $1.2 million. NEC had a $1.5 million contract with CDI Contractors to perform services of sanitary sewer, storm drains and all grading on the new Regional Armed Forces Reserve Center. Kinco awarded us a

contract for $755,000 to build new water and sewer line and all grading work for the new NW Arkansas Childrens Center which was completed in 2012. Another project was subcontracted under Nabholz Construction for $838,000 was to do all grading, sewer and storm drain for the Lincoln High School in Lincoln Arkansas that was completed in 2012.

We have also sub-contracted our work over the last two years from general contractors such as Crossland, Kinco Constructors, Flintco LLC, VCC Constuction and CDI Contractors performing sitework at various projects over Northwest Arkansas.

We own and have available for use 8 excavators of different sizes, 3 Caterpillar road graders, 4 Caterpillar 35 ton articulated offroad trucks, 3 Caterpillar front-end loaders, 3 backhoes, 4 Caterpillar bulldozers, 4 Ingersol vibratory compactors, 1 Gomaco 3600 curber, 8 dump trucks, and various smaller pieces required to construct improvements to infrastructure.

We have worked closely with all the civil engineers in Northwest Arkansas over the past 40 years including the Arkansas Highway and Transportation Department.

Jeremy Woody of Legacy Bank our primary banking source with $1,500,000 of AR secured credit available and $2,500,000 of secured credit with equipment. We will if asked provide a detailed financial statement to be reviewed by the Owner with a principal of our firm.

NEC has a good relationship with all municipalities in NW Arkansas. Any of the following may be contacted as a source for referral. Rogers Water Utilities; Earl Roush, Springdale Water; Rick Pulverenti, Fayetteville Utilities; Don Osburn, and Bentonville Water and Sewer; Preston Newbill.

NEC has a great reputation with our suppliers also. Our major suppliers for most jobs are as listed: Rogers Group Inc for aggregates, SMG Ready Mix for our concrete needs, and Ferguson Waterworks, and Scurlock Industies, for our utility and pipe sources.

Mike Necessary personally has been in the construction business for over 40 years beginning at age 15 during summers and permanently upon graduation from the University of Arkansas. He carries the title of Vice President. His experience has been in earthwork, concrete, equipment operation, estimating, bidding, project management and business management. 25 years were spent with Necessary Construction, Inc., 5 years with APAC, McClinton-Anchor, and the most recent previous 15 years with NEC Inc,.

Kevin Necessary personally has been in the construction business for over 30 years. Upon graduation from Arkansas Tech University in 1987, Kevin joined Necessary Construction, Inc. and remained with them until their sale in 1999 to APAC, McClinton-Anchor, where he remained until he and Mike organized NEC, Inc. in 2004. Kevin carries the title of President and has particular focus on utility work, estimating, bidding, project management, and business management.

Our construction team consists of people who are interested in constructing a quality product in a safe manner. The core team of office personnel and management have been with N.E.C., Inc. since the beginning and most were with APAC, McClinton-Anchor with Mike and Kevin.

Contractors License No. 0148780422

N.E.C. Inc.

By [redacted]
MICHAEL NECESSARY

8-29-22
Date

AIA® Document A310™ – 1970

Bid Bond

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

N.E.C., Inc.
2425 S. 5th Place
Rogers, AR 72758

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

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306-3498

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

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars ($ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **SW 7th & SW C Street Drainage Improvements**
(Here insert full name, address and description of project)

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

Signed and sealed this **29th** day of **August, 2022**

[redacted]

N.E.C., Inc.

[redacted]

(Title) NA IF HAIL NECESSARY

[redacted]

Merchants National Bonding, Inc.

[redacted]

Suzanne Elizabeth Niedzwiedz
Attorney-In-Fact

AIA Document A310™ – 1970. Copyright © 1963 and 1970 by The American Institute of Architects.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Elizabeth A Solomon; Joshua D Tritt; Lisa Ann McClure; Marty C Clark; Mary Ann Justice; Scott R Clark; Shannon C Schmidly; Suzanne Elizabeth Niedzwiedz

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of June , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

[redacted]

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of June 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

[redacted]

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of August , 2022

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

[redacted]

Secretary

POA 0018 (1/20)

RESOLUTION NO. _____

A RESOLUTION AWARDING THE BID FOR DRAINAGE IMPROVEMENTS IN THE VICINITY OF SOUTHWEST 7TH AND C LATERAL (PIIP22-0004; IFB-22-81); AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH N.E.C. INC., FOR THE CONSTRUCTION OF SAID IMPROVEMENTS, IN THE AMOUNT OF EIGHT HUNDRED TEN THOUSAND EIGHT HUNDRED THIRTY-NINE DOLLARS ($810,839.00); AND FOR OTHER PURPOSES.

WHEREAS, N.E.C. Inc. is the lowest qualified bidder for bid IFB-22-81;

WHEREAS, this contract covers the Drainage Improvements in the vicinity of Southwest 7th and C Lateral; and

WHEREAS, this contract will be paid using bond funds.

NOW, THEREFORE, BE IT RESOLVED 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 a contract with N.E.C Inc., for the construction of Drainage Improvements in the vicinity of Southwest 7th and C Lateral in the amount of eight hundred ten thousand eight hundred thirty-nine dollars ($810,839.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**District Court**
Submitted by	**Jennifer Lopez-Jones**
Phone	**(479) 271-5923**

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 approve a budget adjustment in the amount of $ 17,775.47 to cover emergency repairs and clean up to the District Court facility due to water damage from sprinkler head malfunction.

Estimated Cost	**$17,775.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

General Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**9/13/2022**
Department	**District Court**
Submitted by	**Jennifer Lopez-Jones**
Phone	**(479) 271-5923**

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

Budget adjustment in the amount of $17,775.47 to cover the emergency clean up and repairs to District Court from water damage.

General Ledger Account Information*

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101210	44430	Building/Ground Maintenance		$ 17,775.47
		Totals	$ -	$ 17,775.47
		Net Impact on Fund Balance	$	(17,775.47)

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

DISTRICT COURT OF BENTON COUNTY, ARKANSAS
BENTONVILLE DIVISION
2706 SOUTH WALTON BLVD.
BENTONVILLE, AR 72712

Ray Bunch
District Court Judge

Court Clerk (479) 271-3120
Fax: (479) 271-3134

Memo

To: City Council, Mayor Orman
From: Jennifer Lopez-Jones
Date: August 23, 2022
Re: City Council approval of a budget adjust of $17,775.47 for repairs to the District Court facility as a result of water damage

On June 16, 2022 the District Court experienced water damage as a result of a sprinkler head that malfunctioned after hours. A sprinkler head in the District Court sally port (garage area) went off after hours and was spraying water in the building for approximately 3 hours before being discovered.

This event happened on the day of the City Picnic, and I had left my car at the facility for a few hours while I attended the picnic. Upon my return, I noticed water coming out from under the garage doors. I immediately called to have the water turned off and had to call for emergency repair of the sprinkler system to bring the building in compliance.

The next day NWA Restore-It was contacted to complete clean-up and repairs to the damaged area. Given the situation, the clean-up and repairs were considered “emergency” in nature and approval was given through the finance and purchasing department with the plan to seek approval of City Council for a budget adjustment once the repairs were complete.

Should you have any questions regarding this item please feel free to call me at 479-271-5923. Alternatively, you may email me at jenniferj@bentonvillear.com .

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS ($17,775.47), FROM FUND BALANCE TO ACCOUNT #101210-44430-BUILDING/GROUND MAINTENANCE, TO PAY FORTHE EMERGENCY CLEAN UP AND REPAIRS TO DISTRICT COURT; AND FOR OTHER PURPOSES.

WHEREAS, funds are required to cover the emergency clean up and repairs to District Court caused by water and sprinkler damage; and

WHEREAS, these funds should be appropriated from fund balance.

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

Section 1: The 2022 Budget is amended to appropriate funds from fund balance as set forth below**:**

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101210	44430	Building/Ground Maintenance		$ 17,775.47
		Totals	$ -	$ 17,775.47
		Net Impact on Fund Balance	$	(17,775.47)

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Finance**
Submitted by	**Bonnie Bridges**
Phone	**(479) 271-6781**

Item Type: (*Check Applicable Item Type)*

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

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

Adopt resolution certifying the rate of taxation levied on real and personal property in the City of Bentonville. This resolution is required by the Quorum Court and County Clerk in order to facilitate the millage levy to be collected in 2023.

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A PROPERTY TAX LEVY FOR THE CITY OF BENTONVILLE, ARKANSAS FOR THE YEAR 2022 TO BE COLLECTED IN THE YEAR 2023.

WHERAS, Arkansas Code Annotated §26-25-102 provides that a city may levy a tax on the real and personal property located within the city for general purposes, in any one year, pursuant to the provisions of the Arkansas Constitution; and

WHEREAS, Arkansas Code Annotated §26-73-202 requires the city council of any municipal corporation to make out and certify to the county clerk the rate of taxation levied by the city on all the real and personal property within the city; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Bentonville and its citizens to levy the rate of taxation on the real and personal property located within the said city as set forth herein, and to certify the same to the County Clerk, and authorize the Quorum Court of the County to levy said tax for the year 2022, to be collected in 2023.

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

Section 1. That the property tax rate for the City General purposes on the real and personal property situated within the City and to be collected in the year 2023 shall be fixed and levied at the rate of 5.0 mills on each dollar of assessed value of real and personal property.

Section 2. The property tax for Fireman's Pension purposes for the City on real and personal property situated within the City to be collected in the year 2023 shall be fixed and levied at the rate of .5 mills on each dollar of assessed value of real and personal property.

Section 3. The rate of taxation levied herein on the real and personal property within the city/town shall, by this Resolution, be certified to the County Clerk to be placed upon the tax books and collected in the same manner that the state and county taxes are collected.

Section 4. The Quorum Court of Benton County, Arkansas is authorized to levy the said tax as set forth herein for real and personal property located within the City of Bentonville for the year 2022, at its regular meeting in November according to law.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**9/13/2022**
Department	**Finance**
Submitted by	**Bonnie Bridges**
Phone	**(479) 271-6781**

Item Type: (*Check Applicable Item Type)*

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

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

A resolution naming responsible parties to perform actions on they City's Arvest Wealth Management accounts for the City of Bentonville.

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

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

RESOLUTION NO. 11-26-19 B

A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF ACCOUNTS WITH ARVEST WEALTH MANAGEMENT FOR THE PURPOSE OF INVESTING CITY FUNDS AND NAMING RESPONSIBLE PARTIES TO PERFORM ACTIONS ON SAID ACCOUNTS FOR THE CITY OF BENTONVILLE, ARKANSAS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the establishment of accounts with Arvest Wealth Management for the purpose of investing City Funds should be and the same is hereby authorized.

Section 2: That Jake Harper (Director of Finance and Administration), Jessica Thurman (Assistant Finance Director) and Mayor Stephanie Orman should be and the same are hereby named as responsible parties to perform the following actions on behalf of the City of Bentonville (subject to dual control):

1. Establishing, consolidating, or terminating accounts;
2. Investment asset allocations, transfers or distribution of funds to or from other City accounts.

Section 3: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this 26th **day of** November, **2019.**

APPROVED:

Stephanie Orman
MAYOR

ATTEST:

Linda Spence
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION NAMING RESPONSIBLE PARTIES TO PERFORM ACTIONS ON ARVEST WEALTH MANAGEMENT ACCOUNTS FOR THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, City Council established accounts with Arvest Wealth Management, for the purpose of investing City Funds, by passing Resolution No. 11-26-19B;

WHEREAS, due to staffing changes, the responsible parties on these accounts need to be changed; and

WHEREAS, an action by City Council is needed to effectuate this change.

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

Section 1: That the establishment of accounts with Arvest Wealth Management, for the purpose of investing City Funds is authorized by Resolution No. 11-26-19B;

Section 2: That Jake Harper and Jessica Thurman shall be removed from said accounts;

Section 3: That Mayor Stephanie Orman will remain on these accounts and Heather Delhagen (Assistant Finance Director) and Ashley Long (Accounting Manager – Disbursements) will be added;

Section 4: That the above should be and the same are hereby named as responsible parties to perform the following actions on behalf of the City of Bentonville (subject to dual control):

1. Establishing, consolidation, or terminating accounts; and
2. Investment assets allocations, transfers, or distribution of funds to or from other City accounts.

Section 5: This Resolution shall be in full force and effect from and after the date of its passage;

Section 6 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 7 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk