City of Fayetteville Staff Review Form

2020-0047

Legistar File ID

2/4/2020

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

Tim Nyander	1/15/2020	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding Bid #19-54 and authorizing a contract with KAJACS Contractors, Inc. in the amount of $1,595,000.00 for construction of approximately 3,300 linear feet of 24-inch diameter water main along Morningside Drive, and approving a contingency in the amount of $159,500.00.

Budget Impact:

5400.720.5600-5808.00	Water and Sewer
Account Number	Fund
11011.1	Water/Sewer Relocations - Bond Projects
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	12,790,727.00
		Funds Obligated	$	-
		Current Balance	$	12,790,727.00
Does item have a cost?	Yes	Item Cost	$	1,754,500.00
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	11,036,227.00

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF FEBRUARY 4, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Tim Nyander, Utilities Director

FROM: Corey Granderson, Utilities Engineer

DATE: January 15, 2020

SUBJECT: **Bid #19-54, KAJACS Contractors, Inc. – Construction Contract for Morningside Drive 24-inch Waterline**

RECOMMENDATION:
Staff recommends awarding Bid #19-54 and authorizing a contract with KAJACS Contractors, Inc. in the amount of $1,595,000.00 for construction of approximately 3,300 linear feet of 24-inch diameter water main along Morningside Drive, and approving a contingency in the amount of $159,500.00.

BACKGROUND:
On December 19, 2019 the City of Fayetteville accepted sealed competitive bids for the Morningside Drive waterline replacement project. KAJACS Contractors, Inc. submitted the lowest bid. All bids are shown here:

Crossland Heavy Contractors, Inc.	$1,769,996.00
Goins Enterprises, Inc.	$2,190,595.00
KAJACS Contractors, Inc.	*$1,595,000.00*
Tri Star Contractors, LLC.	$1,994,558.84

DISCUSSION:
The 24-inch diameter waterline along Morningside Drive, between Huntsville Road and S. 15th Street is aging and experiences frequent leaks. This project will replace the old cast iron pipe with new zinc-coated ductile iron pipe, without causing any water outages or shut-downs.

BUDGET/STAFF IMPACT:
Funds are available for this project in the Water/Sewer Relocations – Bond Projects account.

Attachments:
Agreement
Recommendation Letter
Bid Tab and Submittal
Vicinity Map

SECTION 00 52 13 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

PROJECT: Construction – Morningside Drive 24" Water Main Relocation
PROJECT NO.: Bid 19-54

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

The City of Fayetteville and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

A. Morningside Drive 24" Water Main Relocation

1. The Work generally consists of construction of approximately 3,300 linear feet of new 24" water distribution main piping including but not limited to, tie-in to existing piping networks, fire hydrants, capping of existing facilities to be abandoned, associated site work, minor grading, compliance with environmental permitting and utility coordination, and all items indicated in the Drawings and Specifications. The work is generally located adjacent to Morningside Drive between Huntsville Avenue and Hwy 16 in Fayetteville, AR.
2. The existing 24" water main, operating pressure approximately 150 psi, located parallel to the proposed work, is an active transmission facility owned and operated by the City of Fayetteville and shall remain completely in service for the duration of the work, until final acceptance of the new water main by the Owner and Engineer, and release is writing from the Owner and Engineer to begin abandonment of existing main.

1.02 The Contractor will commence and complete the project at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.

1.03 The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project.

1.04 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00 41 13-Bid Form.

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

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

1.07 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by McClelland Consulting Engineers, Inc. who assumes all duties and responsibilities, and has the rights and authority assigned to the Engineer by the City of Fayetteville in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

A. The Work for construction of Morningside Drive 24" Water Main Relocation shall be substantially completed within 240 consecutive calendar days after the date when the Contract Time commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within 270 consecutive calendar days after the date when the Contract Time commences to run.

3.03 LIQUIDATED DAMAGES:

A. City of Fayetteville and Contractor recognize that time is of the essence of the Agreement and that City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus and extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by City of Fayetteville if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay City of Fayetteville Seven hundred Fifty dollars ($750.00) for each day that expires after the time specified in paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by City of Fayetteville, Contractor shall pay City of Fayetteville Seven hundred Fifty dollars ($750.00) for each day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

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

4.02 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.

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

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the General Conditions.

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

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

5.03 FINAL PAYMENT:

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

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

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

D. Contractor has carefully studied all:

(1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

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

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the General Conditions:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Bid.
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds. The Performance and Payment Bond shall be one hundred percent (100%).
4. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the City of Fayetteville or Engineer.
5. General Conditions.
6. Supplementary Conditions.
7. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.
8. Addenda numbers ___ to ___ inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the General Conditions shall have the meanings stated in the General Conditions.

8.02 ASSIGNMENT OF CONTRACT:

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

8.03 SUCCESSORS AND ASSIGNS:

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

8.04 SEVERABILITY:

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

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit

Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

8.07 ADDRESSES FOR GIVING NOTICES:

CONTRACTOR

Kayaks Contractors Inc.
1 Innwood Circle, Suite 210
Little Rock, AR 72211

CITY OF FAYETTEVILLE

113 West Mountain Street

Fayetteville, AR 72701

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

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

CONTRACTOR	CITY OF FAYETTEVILLE
By: Michael Titsworth (Type or legibly print)	By: Lioneld Jordan
_____ (Signature)	_____ (Signature)
Title: Project Manager	Title: Mayor
By: Aron Persons (Type or legibly print)	By: Sondra Smith
Attest: _____ (Signature)	Attest: _____ (Signature)
Title: President	Title: City Clerk

Contractor shall attach evidence of authority to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement. Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in Current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

END OF SECTION 00 52 13
AGREEMENT

PO Box 969
Poplar Bluff, MO 63902

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

November 2, 2018

Letter of Resolution

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

Aron Persons, President

MyLynn Gargac, Corporate Secretary

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1810 N. College Ave.
Fayetteville, AR 72703
479-443-2377/Fax 479-443-9241
mce.us.com

January 13, 2020

Mr. Corey Granderson, PE
Utilities Engineer
City of Fayetteville
2435 S Industrial Drive
Fayetteville, AR 72701

RE: Bid No. 19-54, Construction – Morningside Drive 24-Inch Water Main Relocation
Recommendation of Award

Dear Mr. Granderson,

On Thursday, December 19, 2019 bids were opened on the referenced project, and four responsive bids were received. KAJACS Contractors, Inc. of Poplar Bluff, MO is the low bidder with a total bid in the amount of $1,595,000.00. The certified bid tabulation is attached for reference.

We have reviewed KAJACS Contractor's bid and have received good feedback from their references (including City of Fayetteville); therefore, we recommend awarding the bid to KAJACS Contractors, Inc. in the amount of $1,595,000.00.

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

Sincerely,
McClelland Consulting Engineers, Inc.

Zane Lewis, PE, LEED AP
Project Manager

Encl: Certified Bid Tabulation

CITY OF FAYETTEVILLE ARKANSAS

Bid 19-54, Construction - Morningside Drive 24-inch Water Main Relocation

Official Bid Tabulation
Lioneld Jordan, Mayor

Dates of Advertisement:
Issue Date:

Bid No. 19-54
Date: 11.18.19 & 11.25.19
Time: 2:00 PM

Number of Addendums: 2
Certification of Funds: $ 1,800,000.00
Max Award Amount: $ 2,250,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CROSSLAND HEAVY CONTRACTORS, INC.		GOINS ENTERPRISES, INC.		KAJACS CONTRACTORS, INC.		TRI STAR CONTRACTORS, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.01	Mobilization	LS	1	$ 65,920.00	$ 65,920.00	$ 100,000.00	$ 100,000.00	$ 40,000.00	$ 40,000.00	$ 94,978.99	$ 94,978.99
1.02	Bonds and Insurance	LS	1	$ 25,000.00	$ 25,000.00	$ 35,000.00	$ 35,000.00	$ 31,000.00	$ 31,000.00	$ 56,695.53	$ 56,695.53
1.03	Act 291, 1993 Trench and Excavation Safety System	LS	1	$ 2,000.00	$ 2,000.00	$ 100,000.00	$ 100,000.00	$ 5,000.00	$ 5,000.00	$ 37,000.00	$ 37,000.00
1.04	Erosion and Sediment Control	LS	1	$ 55,000.00	$ 55,000.00	$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 30,000.00	$ 50,000.00	$ 50,000.00
1.05	Clearing & Grubbing	LS	1	$ 25,000.00	$ 25,000.00	$ 45,000.00	$ 45,000.00	$ 7,500.00	$ 7,500.00	$ 40,000.00	$ 40,000.00
1.06	6" PVC C900 DR14 Restrained Joint Water Main	LF	46	$ 110.00	$ 5,060.00	$ 90.00	$ 4,140.00	$ 50.00	$ 2,300.00	$ 55.00	$ 2,530.00
1.07	8" PVC C900 DR14 Restrained Join Water Main	LF	95	$ 120.00	$ 11,400.00	$ 95.00	$ 9,025.00	$ 54.00	$ 5,130.00	$ 67.00	$ 6,365.00
1.08	12" PVC C900 DR14 Restrained Joint Water Main	LF	166	$ 130.00	$ 21,580.00	$ 200.00	$ 33,200.00	$ 75.00	$ 12,450.00	$ 75.00	$ 12,450.00
1.09	24" Class 350 DIP Water Main	LF	2,135	$ 196.00	$ 418,460.00	$ 185.00	$ 394,975.00	$ 190.00	$ 405,650.00	$ 192.00	$ 409,920.00
1.1	24" Class 350 DIP Water Main	LF	1,158	$ 236.00	$ 273,288.00	$ 250.00	$ 289,500.00	$ 230.00	$ 266,340.00	$ 248.60	$ 287,878.80
1.11	Class 7 Aggregate Base Course	LF	327	$ 60.00	$ 19,620.00	$ 30.00	$ 9,810.00	$ 150.00	$ 49,050.00	$ 75.00	$ 24,525.00
1.12	Three Way Fire Hydrant	EA	1	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00	$ 3,700.00	$ 3,700.00	$ 5,500.00	$ 5,500.00
1.13	Abandon and Salvage Existing Fire Hydrant	EA	1	$ 880.00	$ 880.00	$ 850.00	$ 850.00	$ 250.00	$ 250.00	$ 1,100.00	$ 1,100.00
1.14	6" Gate Valve with Box	EA	2	$ 1,350.00	$ 2,700.00	$ 2,000.00	$ 4,000.00	$ 1,350.00	$ 2,700.00	$ 2,100.00	$ 4,200.00
1.15	8" Gate Valve with Box	EA	1	$ 1,850.00	$ 1,850.00	$ 2,500.00	$ 2,500.00	$ 1,750.00	$ 1,750.00	$ 2,950.00	$ 2,950.00
1.16	12" Butterfly Valve with Box	EA	3	$ 3,600.00	$ 10,800.00	$ 4,500.00	$ 13,500.00	$ 3,350.00	$ 10,050.00	$ 5,941.34	$ 17,824.02
1.17	24" Butterfly Valve with Box	EA	5	$ 12,000.00	$ 60,000.00	$ 15,000.00	$ 75,000.00	$ 10,825.00	$ 54,125.00	$ 24,792.00	$ 123,960.00
1.18	Abandon Existing Valve	EA	6	$ 425.00	$ 2,550.00	$ 1,500.00	$ 9,000.00	$ 250.00	$ 1,500.00	$ 1,400.00	$ 8,400.00
1.19	Ductile Iron or Cast-Iron Water Main Fittings	LBS	15,000	$ 8.50	$ 127,500.00	$ 15.00	$ 225,000.00	$ 8.00	$ 120,000.00	$ 8.00	$ 120,000.00
1.2	6"x6" Tapping Sleeve, 6" Tapping Valve w/ Box	EA	2	$ 6,600.00	$ 13,200.00	$ 7,000.00	$ 14,000.00	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00
1.21	12"x12" Tapping Sleeve, 24" Tapping Valve w/ Box	EA	2	$ 11,300.00	$ 22,600.00	$ 10,000.00	$ 20,000.00	$ 9,800.00	$ 19,600.00	$ 11,098.00	$ 22,196.00
1.22	24"x24" Tapping Sleeve, 24" Tapping Valve w/ Box	EA	1	$ 46,000.00	$ 46,000.00	$ 65,000.00	$ 65,000.00	$ 44,000.00	$ 44,000.00	$ 70,000.00	$ 70,000.00
1.23	30"x24" Tapping Sleeve, 24" Tapping Valve w/ Box	EA	1	$ 47,500.00	$ 47,500.00	$ 70,000.00	$ 70,000.00	$ 45,000.00	$ 45,000.00	$ 75,700.00	$ 75,700.00
1.24	24" Line Stop	EA	1	$ 41,500.00	$ 41,500.00	$ 95,000.00	$ 95,000.00	$ 32,000.00	$ 32,000.00	$ 45,000.00	$ 45,000.00
1.25	30" Line Stop	EA	1	$ 55,000.00	$ 55,000.00	$ 110,000.00	$ 110,000.00	$ 42,000.00	$ 42,000.00	$ 58,000.00	$ 58,000.00
1.26	12" Anchor Collar	EA	1	$ 7,000.00	$ 7,000.00	$ 2,000.00	$ 2,000.00	$ 5,500.00	$ 5,500.00	$ 5,000.00	$ 5,000.00
1.27	24" Anchor Collar	EA	2	$ 9,000.00	$ 18,000.00	$ 4,000.00	$ 8,000.00	$ 15,500.00	$ 31,000.00	$ 7,500.00	$ 15,000.00
1.28	30" Anchor Collar	EA	1	$ 12,000.00	$ 12,000.00	$ 5,000.00	$ 5,000.00	$ 21,500.00	$ 21,500.00	$ 10,000.00	$ 10,000.00
1.29	Encasement Tie-Down	EA	2	$ 4,950.00	$ 9,900.00	$ 2,500.00	$ 5,000.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 14,000.00
1.3	36" Min. Dia. Bored Steel Casing	LF	101	$ 850.00	$ 85,850.00	$ 775.00	$ 78,275.00	$ 685.00	$ 69,185.00	$ 652.00	$ 65,852.00
1.31	36" Min. Dia. Direct Bury Steel Casing	LF	175	$ 490.00	$ 85,750.00	$ 250.00	$ 43,750.00	$ 350.00	$ 61,250.00	$ 500.00	$ 87,500.00
1.32	Polyethylen Encasement for 24" DIP - Vbio	LF	3,300	$ 3.75	$ 12,375.00	$ 10.00	$ 33,000.00	$ 5.00	$ 16,500.00	$ 6.06	$ 19,998.00
1.33	Polyethylen Encasement for 24" DIP - Sheet	LF	3,300	$ 2.75	$ 9,075.00	$ 10.00	$ 33,000.00	$ 4.50	$ 14,850.00	$ 5.16	$ 17,028.00
1.34	Double Cut and Cap Existing 6" Water Main	EA	3	$ 2,750.00	$ 8,250.00	$ 5,000.00	$ 15,000.00	$ 2,500.00	$ 7,500.00	$ 2,500.00	$ 7,500.00
1.35	Double Cut and Cap Existing 8" Water Main	EA	2	$ 2,900.00	$ 5,800.00	$ 6,000.00	$ 12,000.00	$ 2,700.00	$ 5,400.00	$ 3,000.00	$ 6,000.00
1.36	Double Cut and Cap Existing 12" Water Main	EA	1	$ 3,500.00	$ 3,500.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00
1.37	Double Cut and Cap Existing 24" Water Main	EA	1	$ 8,250.00	$ 8,250.00	$ 20,000.00	$ 20,000.00	$ 12,000.00	$ 12,000.00	$ 10,000.00	$ 10,000.00
1.38	Double Cut and Cap Existing 30" Water Main	EA	1	$ 14,500.00	$ 14,500.00	$ 35,000.00	$ 35,000.00	$ 15,000.00	$ 15,000.00	$ 12,500.00	$ 12,500.00
1.39	Flowable Fill	CY	32	$ 185.00	$ 5,920.00	$ 125.00	$ 4,000.00	$ 110.00	$ 3,520.00	$ 120.00	$ 3,840.00
1.4	Concrete Sidewalk Repair	LF	11	$ 75.00	$ 825.00	$ 55.00	$ 605.00	$ 35.00	$ 385.00	$ 40.00	$ 440.00
1.41	Asphalt Pavement Repair	LF	428	$ 68.00	$ 29,104.00	$ 85.00	$ 36,380.00	$ 70.00	$ 29,960.00	$ 100.00	$ 42,800.00
1.42	Fence Crossing Repair/Replace	LF	30	$ 56.00	$ 1,680.00	$ 50.00	$ 1,500.00	$ 20.00	$ 600.00	$ 100.00	$ 3,000.00
1.43	Curb and Gutter Repair	LF	36	$ 35.00	$ 1,260.00	$ 55.00	$ 1,980.00	$ 20.00	$ 720.00	$ 30.00	$ 1,080.00
1.44	Tracer Wire Connection	EA	20	$ 480.00	$ 9,600.00	$ 20.00	$ 400.00	$ 250.00	$ 5,000.00	$ 250.00	$ 5,000.00
1.45	Temporary Construction Fence	LF	601	$ 9.00	$ 5,409.00	$ 5.00	$ 3,005.00	$ 1.00	$ 601.00	$ 7.50	$ 4,507.50
1.46	Pre-Construction Video	LS	1	$ 450.00	$ 450.00	$ 2,000.00	$ 2,000.00	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00
1.47	Traffic Control	LS	1	$ 22,000.00	$ 22,000.00	$ 25,000.00	$ 25,000.00	$ 4,404.00	$ 4,404.00	$ 20,000.00	$ 20,000.00
1.48	Set of 4 Bollards @ Fire Hydrant	EA	1	$ 1,750.00	$ 1,750.00	$ 2,400.00	$ 2,400.00	$ 1,500.00	$ 1,500.00	$ 4,000.00	$ 4,000.00
1.49	36" Class III RCP	LF	172	$ 145.00	$ 24,940.00	$ 150.00	$ 25,800.00	$ 90.00	$ 15,480.00	$ 95.00	$ 16,340.00
1.5	Traffic Rated 4'x4' Precast Concrete Junction Box	EA	2	$ 5,300.00	$ 10,600.00	$ 10,000.00	$ 20,000.00	$ 3,500.00	$ 7,000.00	$ 4,500.00	$ 9,000.00
1.51	36" Class III RCP Flared End Section	EA	2	$ 1,890.00	$ 3,780.00	$ 2,500.00	$ 5,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00
1.52	Remove and Dispose Existing Storm Junction Box	EA	1	$ 550.00	$ 550.00	$ 2,000.00	$ 2,000.00	$ 250.00	$ 250.00	$ 2,000.00	$ 2,000.00
1.53	Remove and Salvage Existing Storm Pipe	LF	180	$ 29.00	$ 5,220.00	$ 50.00	$ 9,000.00	$ 10.00	$ 1,800.00	$ 25.00	$ 4,500.00
1.54	Blow-off Assembly	EA	1	$ 6,750.00	$ 6,750.00	$ 2,000.00	$ 2,000.00	$ 9,500.00	$ 9,500.00	$ 4,500.00	$ 4,500.00
			TOTAL BASE BID	$	1,769,996.00	$	2,190,595.00	$	1,595,000.00	$	1,994,558.84

*Highlighting Notes Corrected Calculation Error

CERTIFIED:

Andrea Foster, CPPB, CPPO, Purchasing Manager

Whitney McGaugh

1/6/2020
Date

SECTION 00 41 13 - BID FORM

Contract Name: Construction - Morningside Drive 24" Water Main Relocation

Bid Number: 19- 54

BID TO:

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

BID FROM:

Bidder: Kajacs Contractors Inc
1 Innwood Circle, Suite 210
Little Rock, AR 72211

ARTICLE 1- INTENT

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

ARTICLE 2- TERMS AND CONDITIONS

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

2.02 This bid is for the construction of the Morningside Drive 24" Water Main Relocation Consisting of the following work on the City of Fayetteville's existing water system;

A. Construct approximately 3,300 linear feet of 24-inch water main along Morningside Drive from south of Hwy 16 to north of Huntsville Road.

B. New water interconnections and replacements including, connections to existing items, fire hydrants, valves, fittings, appurtenances, other items shown on the Drawings or required in the Specifications, and related work as necessary to accommodate the project design.

C. The existing 24" water main, operating pressure approximately 150 psi, loated parallel to the proposed work, is an active transmission facility owned and operated by the City of Fayetteville and shall remain completely in service for the duration of the work, until final acceptance of the new water main by the Owner and Engineer, and release in writing from the Owner and Engineer to begin abandonment of the existing main.

2.02 The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices.

ARTICLE 3- BIDDER'S REPRESENTATIONS

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

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

Number	Date
#1	12/3/19
#2	12/9/19

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. This Project is a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded.

G. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

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

J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

L. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

M. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

N. Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

O. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.

The total amount bid for the item of "Standard Mobilization" must not exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5% of the total, then the bid may be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s) as indicated on the UNIT PRICE BID SCHEDULE which follows:

Morningside Drive 24" Water Main Relocation - Schedule 1					
UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1.01	Mobilization	LS	1	40,000 00	40,000 00
1.02	Bonds and Insurance	LS	1	31,000 00	31,000 00
1.03	Act 291, 1993 Trench and Excavation Safety System	LS	1	5,000 00	5,000 00
1.04	Eroison and Sediment Control	LS	1	30,000 00	30,000 00
1.05	Clearing & Grubbing	LS	1	7500 00	7500 00
1.06	6" PVC C900 DR14 Restrained Joint Water Main	LF	46	50 00	2300 00
1.07	8" PVC C900 DR14 Restrained Joint Water Main	LF	95	54 00	5130 00
1.08	12" PVC C900 DR14 Restrained Joint Water Main	LF	166	75 00	12450 00
1.09	24" Class 350 DIP Water Main	LF	2,135	190 00	405,650 00
1.10	24" Class 350 Restrained Joint DIP Water Main	LF	1,158	230 00	266,340 00
1.11	Class 7 Aggregate Base Course	LF	327	150 00	49050 00
1.12	Three Way Fire Hydrant	EA	1	3700 00	3700 00
1.13	Abandon and Salvage Existing Fire Hydrant	EA	1	250 00	250 00
1.14	6" Gate Valve with Box	EA	2	1350 00	2700 00

1.15	8" Gate Valve with Box	EA	1	1750.00	1750.00
1.16	12" Butterfly Valve with Box	EA	3	3350.00	10050.00
1.17	24" Butterfly Valve with Box	EA	5	10825.00	54125.00
1.18	Abandon Existing Valve	EA	6	250.00	1500.00
1.19	Ductile Iron or Cast-Iron Water Main Fittings	LBS	15,000	8.00	120000.00
1.20	6"x6" Tapping Sleeve, 6" Tapping Valve w/ Box	EA	2	4500.00	9000.00
1.21	12"x12" Tapping Sleeve, 12" Tapping Valve w/ Box	EA	2	9800.00	19600.00
1.22	24"x24" Tapping Sleeve, 24" Tapping Valve w/ Box	EA	1	44000.00	44000.00
1.23	30"x24" Tapping Sleeve, 24" Tapping Valve w/ Box	EA	1	45000.00	45000.00
1.24	24" Line Stop	EA	1	32000.00	32000.00
1.25	30" Line Stop	EA	1	42000.00	42000.00
1.26	12" Anchor Collar	EA	1	5500.00	5500.00
1.27	24" Anchor Collar	EA	2	15500.00	31000.00
1.28	30" Anchor Collar	EA	1	21500.00	21500.00
1.29	Encasement Tie-Down	EA	2	3500.00	7000.00
1.30	36" Min. Dia. Bored Steel Casing	LF	101	685.00	69185.00
1.31	36" Min. Dia. Direct Bury Steel Casing	LF	175	350.00	61250.00
1.32	Polyethylene Encasement for 24" DIP - Vbio	LF	3,300	5.00	16500.00
1.33	Polyethylene Encasement for 24" DIP - Sheet	LF	3,300	4.50	14850.00
1.34	Double Cut and Cap Existing 6" Water Main	EA	3	2500.00	7500.00
1.35	Double Cut and Cap Existing 8" Water Main	EA	2	2700.00	5400.00

1.36	Double Cut and Cap Existing 12" Water Main	EA	1	4000 00	4000 00
1.37	Double Cut and Cap Existing 24" Water Main	EA	1	12000 00	12000 00
1.38	Double Cut and Cap Existing 30" Water Main	EA	1	15000 00	15000 00
1.39	Flowable Fill	CY	32	110 00	3520 00
1.40	Concrete Sidewalk Repair	LF	11	35 00	385 00
1.41	Asphalt Pavement Repair	LF	428	70 00	29960 00
1.42	Fence Crossing Repair/Replace	LF	30	20 00	600 00
1.43	Curb and Gutter Repair	LF	36	20 00	720 00
1.44	Tracer Wire Connection	EA	20	250 00	5000 00
1.45	Temporary Construction Fence	LF	601	1 00	601 00
1.46	Pre-Construction Video	LS	1	500 00	500 00
1.47	Traffic Control	LS	1	4404 00	4404 00
1.48	Set of 4 Bollards @ Fire Hydrant	EA	1	1500 00	1500 00
1.49	36" Class III RCP	LF	172	90 00	15480 00
1.50	Traffic Rated 4' X 4' Precast Concrete Junction Box	EA	2	3500 00	7000 00
1.51	36" Class III RCP Flared End Section	EA	2	1500 00	3000 00
1.52	Remove and Dispose Existing Storm Junction Box	EA	1	250 00	250 00
1.53	Remove and Salvage Existing Storm Pipe	LF	180	10 00	1800 00
1.54	Blow-off Assembly	EA	1	9500 00	9500 00

TOTAL AMOUNT BID	1,595,000 00

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the UNIT PRICE BID SCHEDULE

The basis for award of the contract shall be the lowest total bid by an acceptable and qualified bidder who meets all or the experience requirements stated within this contract.
Any bidder who does not meet all of the experience requirements stated within this contract shall be considered a nonqualified bidder and will not be awarded the contract.

ARTICLE 5- CONTRACT TIMES

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

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

ARTICLE 6- BID CONTENT

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

A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of Five Percent Dollars ($ 5 %)

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

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

Kajacs Contractors Inc.
1 Innwood Circle, Suite 210
Little Rock, AR 72211
Email mtitsworth@kajacs.com
Phone No. 501-249-0665
Fax No. 573-785-6237

ARTICLE 8- TERMINOLOGY

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

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of $10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding $10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of $2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on 12 - 19, 2019

Arkansas State Contractor License No. 0049950320.

If Bidder is:

An Individual

Name (type or printed):_____

By:_____(SEAL)

(Individual's Signature)

Doing business as:_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

A Partnership

Partnership Name :_____(SEAL)

By:_____

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

Name (type or printed):_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

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

Corporation Name : Kajacs Contractors Inc (SEAL)

State of Incorporation: ~~MAR~~ MD

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

By: [signature]

(Signature-attach evidence of authority to sign)

Name (type or printed): Michael Titsworth

Title: Project Manager

(CORPORATE SEAL)

Attest: [signature]

(Signature of Corporate Secretary)

Business address: 1 Innwood Circle, Suite 210
Little Rock, AR 72211

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

Email Address: mtitsworth@kajacs.com

END OF SECTION 00 41 13

BID FORM

PO Box 969
Poplar Bluff, MO 63902

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

November 2, 2018

Letter of Resolution

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

Aron Persons, President

MyLynn Gargac, Corporate Secretary

SECTION 00 41 16 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we
KAJACS Contractors, Inc.

1 Innwood Circle, Suite 210

Little Rock, AR 72211

as Principal, hereinafter called the Principal, and
Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

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

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

as Obligee, hereinafter called Owner, in the sum of
Five Percent of Amount Bid

Dollars ($ 5% of Amount Bid), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, Principal has submitted a Bid for:

Bid 19-54, Construction – Morningside Drive 24" Water Main Relocation

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

Signed and sealed this 11th day of December 20 19.

PRINCIPAL (CORPORATE SEAL)

KAJACS Contractors, Inc.

By _____
(Signature)

Michael Titsworth Project Manager
(Type or print)

SURETY
Travelers Casualty and Surety Company of America

By _____
(Signature)

Vickie J. Nickel, Attorney-in-Fact
(Type or print)

ATTORNEY-IN-FACT (CORPORATE SEAL)
Travelers Casualty and Surety Company of America

By _____
(Signature)

Vickie J. Nickel, Attorney-in-Fact
(Type or print)

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

END OF SECTION 00 41 16
BID BOND

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 **Vickie J. Nickel,** of **Overland Park, Kansas,** 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 **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, 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 the corporations 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**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

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 11th day of December, 2019

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SECTION 00 43 13 – LIST OF SUBCONTRACTORS

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

Bid 19-54, Construction – Morningside Drive 24" Water Main Relocation

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Designate Work		
Line Stops/Taps	Interstate Tapping Services Inc P.O. Box 1210 Cabot, AR 72023	$58,500.00
~~Stealth Borin~~ Bores	Stealth Boring 6619 Batesville Pike Sherwood, AR 72120	$30,000.00
Layout	MCE	$7000.00

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

Michael Titsworth Project Manager
Bidder's name (type or print)

Bidder's name (signature)

12/19/2019
Date

END OF SECTION 00 43 13
LIST OF SUBCONTRACTORS

SECTION 00 14 13 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Bid Number 19 – 54, Construction – Morningside Drive 24" Water Main Relocation

City of Fayetteville, Arkansas

Date: 12-19-2019

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company: Kajacs Contractors Inc.

Name: Michael Titsworth / Project Manager

Address: 1 Innwood Circle Suite 210, Little Rock, AR. 72211

Principal Office: 3026 Cravens Road Poplar Bluff, MO. 63901

Corporation, LLC, partnership, individual, joint venture, other: Corporation

Arkansas State General Contractor's License Number: 0049950320

(Type or legibly print)

For a Bidder (Contractor) to be considered as qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least five (5) years active experience under the current Contractor name in the installation of the product(s) bid, including installation and relocation of water distribution systems and associated site work.

The Contactor must also provide documentation with the bid to document:

Contractor's successful experience with the following: (1) constructing no less than 50,000 feet of 24" or larger diameter water main; (2) constructing no fewer than 50 water connections to 18" or larger diameter water mains.

The Contractor shall have executed work for municipalities operating water distribution facilities with a minimum of three (3) projects equaling or exceeding one million dollars ($1,000,000) for installation of the product(s) bid. Work for developers and commercial site work will not be considered as permissible work experience.

Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 26 years and has performed work of the nature and magnitude of this Contract for 26 years. Bidder has been in business under its present name for 26 years.

2. The Bidder must also provide documentation with the bid to document Contractor's successful completion of the following:
   a. Previous construction of no less than 50,000 feet of 24" or larger diameter water main. Attached
   b. Previous construction of no fewer than 50 water connections to 18" or larger diameter water mains. Attached

3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) Attached

4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.) Attached

5. Has Bidder ever failed to complete any project? If so, state when, where, and why. No

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

   Installation of all Pipe & Fittings
   Hard Restoration, Green Space Restoration
   SWPPP - install & Maintainence

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

Attached

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

Travelers - One Tower Square, Hartford, CT 06183

Sam Bowlby - Cornerstone - 4400 College Blvd, Suite 350 Overland Park, KS 66211 - 913-378-1050

9. Bidder's Workmen's Compensation Experience Modifier Factor is:

0.76

FINANCIAL STATEMENT (IF REQUESTED)

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

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

f. Name of firm preparing financial statement and date thereof:

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

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

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

MATERIALS STATEMENT (MANDATORY)

A. Bidder shall provide documentation attached to the Bid to verify compliance with Specifications, as required.

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

Date: 12/19, 2019

(OFFICIAL SEAL)

Name of Organization:

Kayacs Contractors Inc

By Michael Titsworth

(Type or legibly print)

By _____

(Signature) SEAL

Title Project Manager

(Type or legibly print)

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

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00 14 13
BIDDER'S QUALIFICATION STATEMENT

PO Box 969
Poplar Bluff, MO 63902

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

November 2, 2018

Letter of Resolution

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

Aron Persons, President

MyLynn Gargac, Corporate Secretary

KAJACS REQUIRED EXPERIENCE

FOR THE

FAYETTEVILLE MORINGSIDE WATER PROJECT

12/19/19

Statement of Bidder's Qualifications

KAJACS Contractors, Inc
PO Box 969
Poplar Bluff MO 63902
Arkansas 0049950320
Mississippi - 11703-MC

Poplar Bluff- 573-785-1745

Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	30" Maumelle Water Transmission Line
Location:	Maumelle, Arkansas
Contract Amount:	$6,125,000
Started:	Feb-17
Complete:	Complete
Owners Representation:	Thomas Wray
Bidders Representation:	Aron Persons
Funding Agency:	Central Arkansas Water
Scope:	30,000 LF of 30" Ductile Iron Pipe/22 Connections
Job Number:	487

Owner:	City of Corinth, MS
Job Name:	Corinth Raw Water Lines
Location:	Corinth, MS
Contract Amount:	$7,485,139.78
Started:	April 2011
Complete:	November 2011
Owners Representation:	Cook Coggin Engineers, Brett Brooks
Bidders Representation:	Wallace Thomas, Estimator, VP
Funding Agency:	
Scope:	50,000LF of 36" DI Pipe Water/16 Connections

Owner:	City of Corinth, MS
Job Name:	Corinth Transmission & Dist. Lines
Location:	Corinth, MS
Contract Amount:	$9,495,514.00
Started:	March 2010
Complete:	November 2010
Owners Representation:	Cook Coggin Engineers, Brett Brooks
Bidders Representation:	Wallace Thomas, Estimator, VP
Funding Agency:	ARRA
Scope:	65,000' - 36" Water Transmission Lines/34 Connections

Owner:	Benton Washington County Water Transmission lines
Address:	Siloam Springs, AR
Contact Name:	Matt Dunn
Telephone Number:	(501) 664-1552
Job Name:	Benton Washington County Water Transmission lines
Location:	Siloam Springs, AR
Contract Amount:	$6,099,250
Started:	May-16
Complete:	AUG. - 17
Owners Representation:	BWRPWA
Bidders Representation:	Crist Engineers
Funding Agency:	
Scope:	60,000' - 24" water transmission line/21 Connections

Job Number:	482

Statement of Bidder's Qualifications

KAJACS Contractors, Inc
PO Box 969
Poplar Bluff MO 63902
Poplar Bluff- 573-785-1745
Michael Titsworth Project Manager Experience

Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Mark Ragland
Telephone Number:	501-372-5161
Job Name:	Broadway Relocation
Location:	North Little Rock, AR
Contract Amount:	$2,800,000
Started:	Feb-06
Complete:	Dec-06
Owners Representation:	Mark Ragland
Bidders Representation:	Michael Titsworth
Funding Agency:	Central Arkansas Water
Scope:	12,000 LF 24" DIP/26 Connections

Owner:	City of Cabot Arkansas
Job Name:	Cabot Water Transmission Main
Location:	Cabot, AR
Contract Amount:	$9,850,000.00
Started:	October 2008
Complete:	December 2009
Owners Representation:	Vernon Williams
Bidders Representation:	Michael Titsworth
Funding Agency:	City of Cabot/Central Arkansas Water
Scope:	55,000 LF of 30" DIP Water, 17,000 LF of 24" DIP Water/22 Connections

Owner:	Central Arkansas Water
Job Name:	Camp Robinson 42" Transmission Main
Location:	North Little Rock, AR
Contract Amount:	$6,500,000.00
Started:	December 2009
Complete:	October 2010
Owners Representation:	Mark Ragland
Bidders Representation:	Michael Titsworth
Funding Agency:	Central Arkansas Water
Scope:	26,000 LF of 42" DIP Water/10 Connections

KAJACS

KAJACS CURRENT BONDED WORK

FOR THE

FAYETTEVILLE MORINGSIDE WATER PROJECT

12/19/19

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

CURRENT BONDED WORK
12/19/2019

Owner:	City of Benton Utilities
Address:	1827 Dale Ave., Benton, AR 72015
Contact Name:	Jacob Gillip, P.E.
Telephone Number:	501-371-0272
Job Name:	Benton Utilities, Saline River Bores
Location:	Benton, AR
Contract Amount:	$1,055,000.00
Started:	EST. 1/6/2020
Complete:	EST. 4/8/2020
Owners Representation:	Jacob Gillip, P.E.
Bidders Representation:	Michael Titsworth, Project Manager
Funding Agency:	City of Benton
Scope:	980 LF of 16" DIP, 980 LF of 12" DIP Bored under Saline River
Job Number:	507
Owner:	City of Arbyrd
Address:	102 E. Frisco Street, Arbyrd, MO 63821
Contact Name:	Shannon Todd
Telephone Number:	573-772-4203
Job Name:	Wastewater System Improvement Project
Location:	Arbyrd, MO
Contract Amount:	673,500.00
Started:	12/10/2019
Complete:	6/1/2020
Owners Representation:	Shannon Todd
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	Sewer and Pumpstation Rehabilitation
Job Number:	506
Owner:	Van Buren Municipal Utilities
Address:	2806 Bryan Road, Van Buren, AR 72957

Contact Name:	Joshua Durham, P.E.
Telephone Number:	(479) 474-1227
Job Name:	Rickey Pump Station & Force Main Imp.
Location:	Van Buren, AR
Contract Amount:	$2,840,000.00
Started:	10/15/2019
Complete:	EST. 10/15/2020
Owners Representation:	Joshua Durham, P.E.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Van Buren
Scope:	Construction of a 1,400 GMP Pump Station & Force Main
Job Number:	505
Owner:	City of Stuttgart
Address:	Stuttgart, AR
Contact Name:	Charles Summerford
Telephone Number:	(870) 246-6011
Job Name:	Step 3 - Water Upgrades & Improvements
Location:	Stuttgart, AR
Contract Amount:	$865,000.00
Started:	10/28/2019
Complete:	EST. 4/15/2020
Owners Representation:	Charles Summerford
Bidders Representation:	Kyle Persons, Estimator
Funding Agency:	Rural Development
Scope:	Water line replacement
Job Number:	504
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Matt Casey
Telephone Number:	479-444-3429
Job Name:	Hotz to Maple; Pleasant Woods Dr & Sang Ave Water Line
Location:	Fayetteville, AR
Contract Amount:	$1,458,000.00
Started:	5/1/2019
Complete:	EST. 3/1/2020
Owners Representation:	Josh Durham
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	8" & 12" Waterline
Job Number:	503
Owner:	City of Baldwyn
Address:	Baldwyn, MS
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase 4 - Collection Improvements
Location:	Baldwyn, MS
Contract Amount:	$1,030,000.00
Started:	5/20/2019

Complete:	12/31/2019
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Sewer Improvements
Job Number:	500
Owner:	City of Tupelo
Address:	Tupelo, MS
Contact Name:	Jess Wiygul
Telephone Number:	662-842-7381
Job Name:	SRF FY17 - Wastewater Collection Improvements
Location:	Tupelo, MS
Contract Amount:	$2,085,000.00
Started:	2/18/2019
Complete:	1/15/2020
Owners Representation:	Jess Wiygul
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	SRF
Scope:	Sewer Collection Improvements
Job Number:	499
Owner:	City of Fort Smith
Address:	North P Street
Contact Name:	Larry Yancy
Telephone Number:	479-242-4685
Job Name:	Sub-basin P002 & P003
Location:	Fort Smith, AR
Contract Amount:	$9,895,000.00
Started:	7/9/2018
Complete:	EST. 3/15/2020
Owners Representation:	Larry Yancy
Bidders Representation:	Aron Persons/Rodger Williams, Estimator
Funding Agency:	Fort Smith
Scope:	60" & 48" Gravity Sewer Line Installation
Job Number:	495
Owner:	Corps of Engineers
Address:	Vicksburg Contracting Office
Contact Name:	Scott Brown
Telephone Number:	(601) 631-7902
Job Name:	Flood Control - Levee Repair
Location:	Lake Village, AR
Contract Amount:	$5,450,000
Started:	Nov-17
Complete:	In Progress
Owners Representation:	Scott Brown
Bidders Representation:	Aron Persons
Funding Agency:	Corps of Engineers
Scope:	Levee Repair and Outlet Control Structure
Job Number:	490

KAJACS COMPLETED WORK LIST

FOR THE

FAYETTEVILLE MORINGSIDE WATER PROJECT

12/19/19

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

Owner:	Van Buren Municipal Utilities
Address:	2806 Bryan Road, Van Buren, AR 72957
Contact Name:	Joshua Durham, P.E.
Telephone Number:	(479) 474-1227
Job Name:	Rickey Pump Station & Force Main Imp.
Location:	Van Buren, AR
Contract Amount:	$2,840,000.00
Started:	10/15/2019
Complete:	In Progress
Owners Representation:	Joshua Durham, P.E.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Construction of a 1,400 GMP Pump Station & Force Main
Job Number:	505
Owner:	City of Stuttgart
Address:	Stuttgart, AR
Contact Name:	Charles Summerford
Telephone Number:	(870) 246-6011
Job Name:	Step 3 - Water Upgrades & Improvements
Location:	Stuttgart, AR
Contract Amount:	$865,000.00
Started:	Not Started
Complete:	
Owners Representation:	Charles Summerford
Bidders Representation:	Kyle Persons, Estimator
Funding Agency:	Rural Development
Scope:	Water line replacement
Job Number:	504
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Matt Casey
Telephone Number:	479-444-3429
Job Name:	Hotz to Maple; Pleasant Woods Dr & Sang Ave Water Line
Location:	Fayetteville, AR
Contract Amount:	$1,458,000.00
Started:	5/1/2019
Complete:	In Progress
Owners Representation:	Josh Durham
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	8" & 12" Waterline
Job Number:	503

Owner:	CAW
Address:	Maumelle, AR
Contact Name:	Thomas Wray
Telephone Number:	501-377-1221
Job Name:	AC Main Replacement - Phase 3
Location:	Maumelle, AR
Contract Amount:	$898,000.00
Started:	2/1/2019
Complete:	7/1/2019
Owners Representation:	Thomas Wray
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	CAW
Scope:	Waterline Replacement
Job Number:	502
Owner:	City of Fayetteville
Address:	Fayetteville, AR
Contact Name:	Josh Durham
Telephone Number:	479-474-1227
Job Name:	Masters Lift Station Replacement
Location:	Fayetteville, AR
Contract Amount:	$1,067,000.00
Started:	3/18/2019
Complete:	In Progress
Owners Representation:	Josh Durham
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Fayetteville, AR
Scope:	Sewer Improvements
Job Number:	501
Owner:	City of Baldwyn
Address:	Baldwyn, MS
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase 4 - Collection Improvements
Location:	Baldwyn, MS
Contract Amount:	$1,030,000.00
Started:	5/20/2019
Complete:	In Progress
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Sewer Improvements
Job Number:	500
Owner:	City of Tupelo
Address:	Tupelo, MS
Contact Name:	Jess Wiygul
Telephone Number:	662-842-7381
Job Name:	SRF FY17 - Wastewater Collection Improvements
Location:	Tupelo, MS
Contract Amount:	$2,085,000.00
Started:	2/18/2019
Complete:	In Progress
Owners Representation:	Jess Wiygul
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	SRF
Scope:	Sewer Collection Improvements

Job Number:	499
Owner:	City of Greenwood
Address:	Hwy 7 & Hwy 82; Greenwood, MS
Contact Name:	Robert Willis
Telephone Number:	662-226-1081
Job Name:	MS HWY NO.7 & US HWY NO. 82 Waterline Improv.
Location:	Greenwood, MS
Contract Amount:	$398,485.00
Started:	12/10/2018
Complete:	6/15/2019
Owners Representation:	Robert Willis
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Greenwood, MS
Scope:	Waterline Replacement
Job Number:	498
Owner:	City of Russellville, AR
Address:	Russellville, AR
Contact Name:	Clint Bell
Telephone Number:	501-362-3744
Job Name:	Basins 9, 15, & 25
Location:	Russellville, AR
Contract Amount:	$2,375,000.00
Started:	12/10/2018
Complete:	9/1/2019
Owners Representation:	Clint Bell
Bidders Representation:	Mike Titsworth, Estimator
Funding Agency:	City Corporation
Scope:	14,000 LF of Pipe Bursting
Job Number:	497
Owner:	City of Baldwyn, MS
Address:	Indrustrial Park Drive
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase 3 - Collection Improvements
Location:	Baldwyn, MS
Contract Amount:	$1,345,525.00
Started:	8/6/2018
Complete:	7/30/2019
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Gravity Sewer Main
Job Number:	496
Owner:	City of Fort Smith
Address:	North P Street
Contact Name:	Larry Yancy
Telephone Number:	479-242-4685
Job Name:	Sub-basin P002 & P003
Location:	Fort Smith, AR
Contract Amount:	$9,895,000.00
Started:	7/9/2018
Complete:	In Progress
Owners Representation:	Larry Yancy
Bidders Representation:	Aron Persons/Rodger Williams, Estimator

Funding Agency:	Fort Smith
Scope:	60" & 48" Gravity Sewer Line Installation
Job Number:	495
Owner:	City of Fort Smith
Address:	Riverview Drive
Contact Name:	Travis Brisendine
Telephone Number:	479-452-1933
Job Name:	Phase C, Sub-basin S009
Location:	Fort Smith, AR
Contract Amount:	$3,500,000.00
Started:	2/26/2018
Complete:	8/1/2019
Owners Representation:	Travis Brisendine
Bidders Representation:	Aron Persons, Estimator
Funding Agency:	Fort Smith
Scope:	Sewer Rehab; 3,500 LF of Pipe Bursting
Job Number:	494
Owner:	Alton, MO
Address:	Alton, MO
Contact Name:	John Burgelin
Telephone Number:	(573) 727-9666
Job Name:	Drinking Water Distribution Improvements
Location:	Alton, MO
Contract Amount:	$2,322,255
Started:	1/8/2018
Complete:	Complete
Owners Representation:	Doug Bridges, Mayor
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	33,250' of 6", 12,750' of 4", 10,000' of 3" Water line
Job Number:	493
Owner:	Ripley, Mississippi
Address:	Ripley, Mississippi
Contact Name:	Mike Falkner
Telephone Number:	(662) 489-1525
Job Name:	Wastewater Treatment Facility - Phase 2
Location:	Ripley, Mississippi
Contract Amount:	$7,775,000
Started:	11/1/2017
Complete:	8/31/2019
Owners Representation:	Chris Marsalis - Mayor
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	New Wastewater Treatment Facility
Job Number:	492
Owner:	Maumelle, AR
Address:	Maumelle, AR
Contact Name:	Jacob Gillip
Telephone Number:	(501) 371-0272
Job Name:	Counts Massey Sewer Ext.
Location:	Maumelle, AR
Contract Amount:	$692,500
Started:	Oct-17
Complete:	Complete

Owners Representation:	Jacob Gillip
Bidders Representation:	Aron Persons
Funding Agency:	
Scope:	Sewer and Water line Ext.
Job Number:	491
Owner:	Corps of Engineers
Address:	Vicksburg Contracting Office
Contact Name:	Scott Brown
Telephone Number:	(601) 631-7902
Job Name:	Flood Control - Levee Repair
Location:	Lake Village, AR
Contract Amount:	$5,450,000
Started:	Nov-17
Complete:	In Progress
Owners Representation:	Scott Brown
Bidders Representation:	Aron Persons
Funding Agency:	Corps of Engineers
Scope:	Levee Repair and Outlet Control Structure
Job Number:	490
Owner:	Ripley, Mississippi
Address:	Ripley, Mississippi
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase One Collection Improvements
Location:	Ripley, Mississippi
Contract Amount:	$1,757,225
Started:	Jul-17
Complete:	Complete
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	5,400' of 18" GSL, 4,800' of 15" & 12" GSL, 1,200 GPM PS
Job Number:	489
Owner:	Eudora, Arkansas
Address:	Eudora, Arkansas
Contact Name:	Bill Gaunt
Telephone Number:	(870) 862-4231
Job Name:	Eudora Water System Improvements
Location:	Eudora, Arkansas
Contract Amount:	$2,829,625
Started:	Jun-17
Complete:	Complete
Owners Representation:	Bill Gaunt
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	60,000 LF of 6", 4" and 3" Water Line
Job Number:	488
Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	30" Maumelle Water Transmission Line
Location:	Maumelle, Arkansas
Contract Amount:	$6,125,000

Started:	Feb-17
Complete:	Complete
Owners Representation:	Thomas Wray
Bidders Representation:	Aron Persons
Funding Agency:	Central Arkansas Water
Scope:	30,000 LF of 30" Ductile Iron Pipe
Job Number:	487
Owner:	City of Birch Tree
Address:	Birch Tree, Mo
Contact Name:	John Burglin
Telephone Number:	573-778-6393
Job Name:	Birch Tree Water System Improvements
Location:	Birch Tree, Mo
Contract Amount:	$2,400,000
Started:	Feb-17
Complete:	Completed
Owners Representation:	John Burglin
Bidders Representation:	Ethan Hoggard
Funding Agency:	Dept of Natural Resources
Scope:	50,000 Lf of 6",4" and 3" PVC
Job Number:	486
Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Joe O'Hara
Telephone Number:	501-372-5161
Job Name:	36" Concrete Main Replacement
Location:	Little Rock, Arkansas
Contract Amount:	$322,300
Started:	Feb-17
Complete:	COMPLETE
Owners Representation:	Joe O'Hara
Bidders Representation:	Rodger Williams
Funding Agency:	Central Arkansas Water
Scope:	400' of 36" Ductile Iron Pipe
Job Number:	485
Owner:	Van Buren Municipal Utilities
Address:	Van Buren, Arkansas
Contact Name:	Barry McCormick
Telephone Number:	479-474-1227
Job Name:	Prospect Water Transmission Line
Location:	Van Buren, Arkansas
Contract Amount:	$841,385
Started:	Nov-16
Complete:	Completed
Owners Representation:	Barry McCormick
Bidders Representation:	Rick Prosser
Funding Agency:	Van Buren Municipal Utilities / FEMA
Scope:	2100' of 18" Ductile Iron Water Main
Job Number:	484
Owner:	North Little Rock Wastewater
Address:	Maumelle, AR
Contact Name:	Mike Marlar
Telephone Number:	501-753-1987
Job Name:	White Oak Sewer Interceptor

Location:	Maulmelle, AR
Contract Amount:	$4,796,835
Started:	Sep-16
Complete:	17-Sep
Owners Representation:	Mike Marlar
Bidders Representation:	Aron Persons
Funding Agency:	North Little Rock Wastewater
Scope:	10,000 lf of 36" DIP & HOBAS, 5,000LF of 18" DIP & HOBAS
Job Number:	483
Owner:	Benton Washington County Water Transmission lines
Address:	Siloam Springs, AR
Contact Name:	Matt Dunn
Telephone Number:	(501) 664-1552
Job Name:	Benton Washington County Water Transmission lines
Location:	Siloam Springs, AR
Contract Amount:	$6,099,250
Started:	May-16
Complete:	AUG. - 17
Owners Representation:	BWRPWA
Bidders Representation:	Crist Engineers
Funding Agency:	
Scope:	60,000' - 24" water transmission line
Job Number:	482
Owner:	Bloomfield, Missouri
Address:	Bloomfield, Mo
Contact Name:	Greg Bell
Telephone Number:	573-785-9621
Telephone Number:	662-456-2398
Job Name:	Houston Industrial Park Water System Improvements
Location:	Houston, MO
Contract Amount:	$1,589,925.00
Started:	4/18/2016
Complete:	Complete
Owners Representation:	Mayor Stacy Parker
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	Houston, MO
Scope:	Installation of a 12" Water Main
Job Number:	480
Owner:	Center Grove, AR
Address:	1631 Rock St Sheridan AR 72150
Contact Name:	Gary Easterling
Telephone Number:	870-942-3921
Job Name:	Houston Industrial Park Water System Improvements
Job Name:	Center Grove Water System Improvements
Location:	Houston, MO
Contract Amount:	$1,589,925.00
Started:	4/18/2016
Complete:	Complete
Owners Representation:	Mayor Stacy Parker
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	Houston, MO
Scope:	Installation of a 12" Water Main
Job Number:	480
Owner:	Center Grove, AR

Address:	1631 Rock St Sheridan AR 72150
Contact Name:	Gary Easterling
Telephone Number:	870-942-3921
Location:	Center Grove, AR
Contract Amount:	$1,139,925
Started:	Nov-15
Complete:	Complete
Owners Representation:	CEA Associates
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	USDA
Scope:	Water Improvements
Job Number:	479
Owner:	City of Fort Smith
Address:	Riverview Drive
Contact Name:	Neal Morrison
Telephone Number:	479-452-1933
Job Name:	Fort Smith Ar Liftstation
Location:	Fort Smith, AR
Contract Amount:	$1,507,605.00
Started:	9/12/2015
Complete:	Complete
Owners Representation:	Neal Morrison
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Fort Smith
Scope:	Demo and replace Pump Stations, sewer line
Job Number:	478
Owner:	City of Wardell, Mo
Address:	Wardell, Mo
Contact Name:	Mayor Byrd
Telephone Number:	573-628-3500
Job Name:	Wardell Water Improvements
Location:	Wardell, Mo
Contract Amount:	$2,156,664
Started:	11/7/2015
Complete:	Complete
Owners Representation:	Shultz and Summers
Bidders Representation:	Rick Prosser, P.E. , Project Manager
Funding Agency:	USDA
Scope:	Water line replacement
Job Number:	477
Owner:	City of Mountain View
Address:	PO Box 1090 Mountain View, MO 65548
Contact Name:	Ryan Lorton
Telephone Number:	573-418-1450
Job Name:	Mountain View
Location:	Mountain View Airport Apron
Contract Amount:	$183,983
Started:	11/7/2015
Complete:	Complete
Owners Representation:	Mike Wake
Bidders Representation:	Ethan Hoggard, Estimator
Funding Agency:	City of Mountain View
Scope:	Airport Apron Expansion/Stormdrain
Job Number:	476
Owner:	City of New Madrid
Address:	Hwy U

Contact Name:	Jacob Ortega
Telephone Number:	573-785-9621
Job Name:	New Madrid, Mo State Hwy U Water Improvements
Location:	New Madrid, Mo
Contract Amount:	$216,405.00
Started:	9/12/2015
Complete:	Complete
Owners Representation:	Jacob Ortega
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid
Scope:	Construction of water line for U Hwy tank
Job Number:	475
Owner:	City of Cape
Address:	401 Independence Cape Girardeau, MO 63703
Contact Name:	Nancy Poston, Est. Coordinator
Telephone Number:	573-339-6300
Job Name:	Water Main Extention- Cape Girardeau
Location:	Cape Girardeau
Contract Amount:	$949,925.00
Started:	21-Jul-15
Complete:	Complete
Owners Representation:	Nancy Poston
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Cape
Scope:	Water Main Extension
Job Number:	474
Owner:	CAW
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	Arch St Line Relocation
Location:	Little Rock, AR
Contract Amount:	$244,925.00
Started:	7-Jul-15
Complete:	Complete
Owners Representation:	CAW
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CAW
Scope:	Line Relocation
Job Number:	473
Owner:	CAW
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	McCain Rail Grad Separation Waterline Relocation
Location:	N. Little Rock
Contract Amount:	$479,725.00
Started:	17-Aug-15
Complete:	Complete
Owners Representation:	CAW
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CAW
Scope:	Line Relocation
Job Number:	472
Owner:	CWB Engineers, Inc
Address:	205 W.3rd Place, Russellville, AR 72811

Contact Name:	Kelli Gregory
Telephone Number:	501-362-1717
Job Name:	Russellville, AR Waste Water Improvements
Location:	Russellville, AR
Contract Amount:	$1,840,425.00
Started:	13-Jul-15
Complete:	Complete
Owners Representation:	Kelli Gregory
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CWB Engineers, Inc
Scope:	4156 LF 8"-12" sewer pipe, 2796 LF of 21"-24" Sewer Pipe
Job Number:	471
Owner:	City of Minor
Address:	103 State Rte H Sikeston MO 63801
Contact Name:	Darren Chapman
Telephone Number:	573-471-8520
Job Name:	Minor
Location:	Minor, MO
Contract Amount:	$434,925.00
Started:	10-Aug-15
Complete:	Complete
Owners Representation:	Darren Chapman, Mayor
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Minor
Scope:	Water mains, fire hydrants, valves
Job Number:	470
Owner:	City of New Madrid
Address:	Hwy U CR 732
Contact Name:	Donnie Brown, Mayor
Telephone Number:	573-748-2866
Job Name:	New Madrid Pump Station
Location:	New Madrid, MO
Contract Amount:	$1,373,650.98
Started:	11-Aug-15
Complete:	Completed
Owners Representation:	Jacob Ortega, Smith & Co Engineers
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid, MO
Scope:	2 Stormwater inlets, Pump Station, Wet Well
Job Number:	469
Owner:	Benton Public Utility Commission
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Terry McKinney
Telephone Number:	501-776-5931
Job Name:	ALCOA Road Water & Sewer Utility Relocation
Location:	Benton, Arkansas
Contract Amount:	$1,545,637.37
Started:	Feb-15
Complete:	Completed
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Water and Sewer Relocation
Job Number:	468
Owner:	City of Okolona, MS

Address:	703 Crossover Road, Tupelo, MS 38802
Contact Name:	John Mark Weeden
Telephone Number:	(662) 842-73811
Job Name:	Construction of Sanitary Sewer Collection Rehabilitation & Replacement
Location:	Okolona, MS
Contract Amount:	2,447,846.78
Started:	Feb-15
Complete:	Complete
Owners Representation:	Cook Coggin Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Saniftary Sewer Rehab & Replacement
Job Number:	467
Owner:	Corp of Engineers
Address:	Devalls Bluff, AR
Contact Name:	Gary Hamlet
Telephone Number:	870-351-9121
Job Name:	Grand Prairie Discharge Piping
Location:	Devalls Bluff, AR
Contract Amount:	$6,058,309
Started:	Mar-15
Complete:	COMPLETE
Owners Representation:	Keith Huffman, Huffman Construction
Bidders Representation:	Rodger Williams, P.E. - KAJACS Contractors
Scope:	2500' of 120" Steel Welded Pipe and approx. 85,000 cy of excavation
Job Number:	466
Owner:	Southern Bank
Address:	901 Vine St, Poplar Bluff, MO 63901
Contact Name:	Billy Cobb
Telephone Number:	(573) 785-9621
Job Name:	Southern Bank Main Office - Phase I
Location:	Corner of Shelby Road & Oak Grove Road - Poplar Bluff, MO
Contract Amount:	$477,867.00
Started:	Nov-14
Complete:	Complete
Owners Representation:	Smith & Company Engineers
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Site Concrete, Sitework, Site Utilities & Concrete Paving
Job Number:	465
Owner:	City of Tupelo, MS
Address:	703 Crossover Road, Tupelo, MS 38802
Contact Name:	John Mark Weeden
Telephone Number:	(662) 842-7381
Job Name:	Area 2 North Indian Hills Water System Improvements
Location:	Tupelo, MS
Cotract Amount:	$1,499,410.00
Started:	Nov-14
Complete:	Complete
Owners Representation:	Cook Coggin Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope:	Water Line Extension
Job Number:	464
Owner:	FrazierPike Public Facilities Board of Pulaski County

Address:	1 Innwood Circle, Suite 202, Little Rock, AR 72212
Contact Name:	Ricky Thomas
Telephone Number:	
Job Name:	Frazier Pike Water Line Improvements
Location:	Little Rock, AR
Contract Amount:	$796,500.00
Started:	14-Nov
Complete:	Complete
Owners Representation:	Marlar Engineering Co, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Water Lines
Job Number	462
Owner:	City of Keiser, AR
Address:	2114 E Matthews Ave, Jonesboro, AR 72401
Contact Name:	
Telephone Number:	(870) 972-5316
Job Name:	Water System Improvements
Location:	Keiser, AR
Contract Amount:	$724,725.00
Started:	14-Oct
Complete:	Complete
Owners Representation:	Civil Engineering Associates, LLC
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope	Water Lines
Job Number	461
Owner:	City of Bryant, AR
Address:	1405 North Pierce St, Suite 301, Little Rock, AR 72207
Contact Name:	Matthew Dunn
Telephone Number:	(501) 664-1552
Job Name:	Water Transmission Line-Booster Pump Station to C.A.W.
Location:	Bryant, AR
Contract Amount:	$740,750.00
Started:	14-Oct
Complete:	Complete
Owners Representation:	Crist Engineers, Inc.
Bidders Representation	Rodger Williams
Funding Agency:	
Scope	Water Lines
Job Number	459
Owner:	City of Cave Springs
Address:	1810 College Ave, Fayetteville, AR 72703
Contact Name:	Robert White
Telephone Number:	(479) 443-2377
Job Name:	Cave Springs Arkansas Sewer
Location:	Cave Springs, AR
Contract Amount	$1,060,130.50
Started:	Aug-14
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope:	Water & Sewer Lines

Job Number	457
Owner:	City of Poplar Bluff, MO
Address:	501 Vine Street, Poplar Bluff, MO
Contact Name:	Billy Cobb
Telephone Number:	573-785-9621
Job Name:	Oak Grove Road - Phase III
Location:	Oak Grove Road
Contract Amount:	$2,600,000.00
Started:	2014
Complete:	2015
Owners Representation:	Smith & Co Engineers
Bidders Representation:	Rodger Williams, Estimator
Scope:	Approx. 112,000 cy of excavation and widen existing concrete road
Owner:	City of Bald Knob
Address:	900 W Markham, Little Rock, AR 70201
Contact Name:	Adam Triche
Telephone Number:	(501) 371-0272
Job Name:	Water System Improvements
Location:	Bald Knob, AR
Contract Amount	$349,000.00
Started:	Aug-14
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Scope:	Pump Station
Job Number	450
Owner:	Benton Utilities
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Dewayne Hood
Telephone Number:	501-776-5931
Job Name:	Edison 24" - Benton Utilities
Location:	South Market Street, Benton, Ar
Contract Amount:	$562,711.00
Started:	June 2013
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers
Bidders Representation:	Wallace Thomas, Estimator
Scope:	24" Gravity Sewer
Job Number	
Owner:	Benton Utilities
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Dewayne Hood
Telephone Number:	501-776-5931
Job Name:	Thomas Pasture Pump Station
Location:	Brents Ford Road, Benton, AR
Contract Amount:	$735,220.00
Started:	June 2013
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers
Bidders Representation:	Wallace Thomas, Estimator
Scope:	20" Force Main/Pump Station Rehab

Owner:	City of Poplar Bluff, MO
Address:	501 Vine Street, Poplar Bluff, MO
Contact Name:	John Burgelin
Telephone Number:	573-772-4202
Job Name:	Oak Grove Road - 5 Lane Phase II
Location:	Oak Grove Road
Contract Amount:	$3,100,000.00
Started:	2012
Complete:	2013
Owners Representation:	Horner & Shifrin, Inc.
Bidders Representation:	Rodger Williams, Estimator
Scope:	Approx. 75,000 cy of excavation and construct 5-lane concrete road

Owner:	HMA
Job Name:	Poplar Bluff Regional Medical Center
Address:	Poplar Bluff, MO
Contact Name:	Mike Bertelsmann
Telephone Number:	314-220-1121
Location:	Poplar Bluff, MO
Contract Amount:	$11,019,955.00
Started:	Oct-11
Complete:	Jan-13
Owners Representation:	MJ Harris - General Contractor
Bidders Representation:	Rodger Williams - Estimator
Scope:	Approx. 415,000 cy of earthwork and sitework for new hospital
Owner:	City of Clarkton
Job Name:	Clarkton Treatment Plant Improvements
Address:	Clarkton, MO
Contact Name:	
Telephone Number:	
Location:	Clarkton, MO
Contract Amount:	$2,453,880.00
Started:	February 2012
Complete:	February 2013
Owners Representation:	Ty Milner, Schultz & Summers
Bidders Representation:	Rodger Williams, Estimator
Scope:	Treatment Plant & Line Work
Owner:	City of Arlington
Address:	9180 Crestwyn Hills, Memphis, TN 38125
Contact Name:	
Telephone Number:	(901) 748-1811
Job Name:	Clear Creek Interceptor Sewer
Location:	Arlington, TN
Contract Amount:	$5,597,704.00
Started:	Nov-12
Complete:	Nov-13
Owners Representation	Fisher & Arnold Inc., Via Architect
Bidders Representation	Wallace Thomas
Funding Agency	
Scope:	19,000 LF of 42" Hobas Sewer Lines

Owner:	City of Corinth, MS
Job Name:	Corinth Raw Water Lines
Location:	Corinth, MS
Contract Amount:	$7,485,139.78
Started:	April 2011
Complete:	November 2011
Owners Representation:	Cook Coggin Engineers, Brett Brooks
Bidders Representation:	Wallace Thomas, Estimator, VP
Scope:	50,000LF of 36" DI Pipe
Owner:	City of Corinth, MS
Job Name:	Corinth Transmission & Dist. Lines
Location:	Corinth, MS
Contract Amount:	$9,495,514.00
Started:	March 2010
Complete:	November 2010
Owners Representation:	Cook Coggin Engineers, Brett Brooks
Bidders Representation:	Wallace Thomas, Estimator, VP
Funding Agency:	ARRA
Scope:	65,000' - 36" Water Transmission Lines

KAJACS EXECUTIVE MANAGEMENT

AND SUPERINTENDENT EXPERIENCE

FOR THE

FAYETTEVILLE MORINGSIDE WATER PROJECT

12/19/19

MICHAEL F. PERSONS

14104 Oak Ln, Poplar Bluff MO 63901
573-785-1745 - mpersons@kajacs.com

PROFESSIONAL SUMMARY

Many years of field experience on top of 26 years' experience running a successful construction company.

SKILLS

- Project building and managing
- Managing employees
- Cost analysis and reports
- Financial analysis
- Company organization
- Overseeing and organizing day to day operations

WORK HISTORY

2017- Current **CEO**
KAJACS Contractors, Inc

1994-2017 **President**
KAJACS Contractors, Inc

6/1993-11/1993 **Boring Contractor**
Self employed

1986-1993 **Project Manager**
Robertson, Inc

1974-1986 **Project Manager**
Brauson Contractors

EDUCATION

1974 **Poplar Bluff Senior High School** - Poplar Bluff, MO

REFERENCES

- John Berglin, Horner & Shifrin- 573-778-6393
- William Cobb, P.E., Smith & Company- 573-727-4663
- Larry Wells, Pike Creek Sewer District, 573-718-7772

ARON M. PERSONS

5 Loria Ct., Little Rock, AR 72212
501-772-7149 - apersons@kajacs.com

PROFESSIONAL SUMMARY

As a President, my goal is to be an efficient, effective, and organizational leader to whom I'm affiliated with.

SKILLS

- Project building and managing
- Managing employees
- Cost analysis and reports
- Financial analysis
- Company organization
- Overseeing and organizing day to day operations

WORK HISTORY

2017-Current **President**
KAJACS Contractors, Inc

2010-2017 **Vice President**
KAJACS Contractors, Inc

2004-2010 **Laborer**
KAJACS Contractors Inc

EDUCATION

1999-2004 **Bachelor of Science in Civil Engineering**
University of Science & Technology- Rolla, MO

1995-1998 **Poplar Bluff Senior High School** - Poplar Bluff, MO

AFFILIATIONS

- ASCE- American Society of Civil Engineers
- AGC- Associated General Contractors of America

REFERENCES

- Matt Dunn, Crist Engineers, Inc.- 501-831-5071
- Mike Marlar, Marlar + Halff Engineering- 501-753-1987
- Brett Peters, Hawkins Weir Engineers, Inc.- 479-651-3366
- Adam Triche, McClelland Consulting Engineers, Inc.- 225-266-6546

RODGER G. WILLIAMS, II

Poplar Bluff, MO 63901
(573) 718-8182 - rwilliams@kajacs.com

PROFESSIONAL SUMMARY

Eight years of professional experience in civil engineering design and nine years of construction management and project estimating. Broad range of project experience including: water treatment, supply, distribution, and storage design; wastewater collection, pumping, and treatment design; wastewater disinfection; site development and planning; traffic design including, streets, roads, and bridges; preliminary engineering reports for various projects; construction inspection of various projects; airport ramp, runway and taxiway and fuel facilities. Experienced in project and construction management, contract administration, and cost control on projects with engineering and construction costs over $9 million. Experienced in MDNR, NPDES, 404 and other permitting.

SKILLS

- Estimating
- Project management
- Supervision
- Wastewater treatment
- Storage design
- Site development and Planning
- Preliminary engineering reports
- Construction inspection
- MDNR, NPDES, 404

WORK HISTORY

2010 to Current

Vice President; Project Manager / Estimator
KAJACS Contractors, Inc – Poplar Bluff, Missouri

- Construction project management and project estimating.

2002 to 2010

Project Manager / Design Engineer
S.H. Smith & Company – Poplar Bluff, Missouri

- Responsible for client contact and supervision of project engineers in the design of municipal water and wastewater treatment facilities, commercial and residential developments and airport improvements.

Summer 2001

Laboratory Technician/Inspector
Associated Engineering And Testing

1998-2000

Laboratory Technician
S.H. Smith & Company

EDUCATION

B.S: Civil Engineering
Arkansas State University - Jonesboro, Arkansas

Twin Rivers High School - Broseley, Missouri

CERTIFICATIONS

- **Registered Professional Engineer**: Missouri (2007002855)
- **OSHA 10 and 30 hour certified**
- **Contractor's License Qualifying agent in AR, AL, MS, LA & TN**
- Competent Person Certification
- ACI Certified Concrete Field Testing Technician
- Nuclear Gauge Safety Training Course

AFFILIATIONS

- American Society of Civil Engineers (ASCE): Associate Member
- National Society of Professional Engineers (NSPE): Member
- Missouri Society of Professional Engineers (MSPE): Member

REFERENCES

- Brett Brooks, P.E., Engineering Solutions, Inc.- 662-840-9063
- Stephen Hicks, P.E., SH Smith & Company Engineers- 573-785-9621
- John Selig, P.E., Civil Engineering Associates, LLC- 870-972-5316

MICHAEL TITSWORTH

3505 Forge Drive, Benton, AR 72015
501/249/0665 - mtitsworth@kajacs.com

PROFESSIONAL SUMMARY

Project Manager/Superintendent with 25 years of experience in the underground utility installation industry. Aiming to utilize drive, determination and character to effectively impact this company. Maintaining safe productive projects that will leave a lasting relationship with all Clients.

SKILLS

- Proficient in all aspects of underground utilities, from inception to closeout.
- Estimation-take-offs, production, equipment.
- Project Management-cost tracking, billing, client communication.
- Project Superintendence-production procedures, milestones.
- Company and Project Safety-safety training, reporting.
- Computer-Excel, Microsoft-Project, Word.
- Class A CDL-experienced in heavy haul equipment transport.
- Finish Equipment Operator

WORK HISTORY

2018 to Current	**Project Manager/Estimator** **KAJACS Contractors Inc**
2015-2018	**Owner/Vice President** **Online Construction Inc**
2012-2015	**Utility Division Manager** **Redstone Construction Inc**
1996-2012	**Superintendent** **Diamond Construction Company, Inc**
1993-1993	**Foreman/Heavy Equipment Operator** **Sanders Excavation Inc**

EDUCATION

Cedarville High School- Cedarville, AR

Army National Guard- 1992-1995

CERTIFICATIONS

- OSHA
- Competent Person
- Confined Space

REFERENCES

- Mark Ragland, Engineering, Central Arkansas Water- 501-680-0170
- Chris Green, Engineering, Central Arkansas Water- 501-912-6687
- Vern Stubbs, Engineering, Little Rock Wastewater- 501-425-0377
- James Dyer, Sales, Ferguson Water Works- 501-322-0071
- Chuck Solomon, Sales Engineer, American Cast Iron Pipe- 316-250-4537
- Pat Dry, Sales, Forterra Pipe and Precast- 501-765-1411

MYLYNN GARGAC

Route 61, Box 3559, Naylor MO 63953
573-772-2009 – mylynn@kajacs.com

PROFESSIONAL SUMMARY

More than 23 years' experience in all phases of office management, including but not limited to bookkeeping, billing, supervision of personnel, overseeing daily operations, coding, weekly/monthly reporting of company financial status, and customer relations.

SKILLS

- Quickbooks
- Entering and reporting data into various programs
- Report Writing, data analysis, communication
- Ordering and purchasing company materials and supplies
- Daily monitoring of bank accounts
- Interactions with vendors, CPA, payroll specialist, and auditors
- Implementing new billing procedures
- Supervision of personnel

WORK HISTORY

2015 to Current
Corporate Secretary/Office Manager
KAJACS Contractors, Inc.

1996-2015
Chief Financial Officer/ Office Manager
Ozark Medical Management Company (formerly Home Medical Supply)

1993-1996
Customer Services
Walmart- Poplar Bluff, MO

EDUCATION

1996- Present **Numerous medical/business continuing education classes.**

1993-1998 **Three Rivers Community College**- Poplar Bluff, MO

1992 **Neelyville High School** - Neelyville, MO

REFERENCES

- Victoria Fister, CPA- 615-686-0087
- Sandy Redfearn, Minister- 573-429-0005
- Debbie Shelton, First Midwest Bank- 573-718-6846

KARA WRIGHT

499 County Rd 221, Qulin, MO 63962
573-429-8010 - kwright@kajacs.com

Professional Summary

Enthusiastic and dedicated employee with high integrity, strong work ethic and great leadership skills. Experience in various business programs, accounting, writing reports, analyzing data, and communication with customers.

Skills

- Microsoft Word, Excel, Adobe programs
- Cognos query software
- Report Writing, data analysis, communication
- Desire to learn, self-motivation, ability to adapt
- Adobe
- Customer service
- Data analysis
- Internal Audit

Work History

2017 to Current **Payroll/Human Resources**
KAJACS Contractors, Inc

2014 to 2017 **Internal Audit Team Member**
First Midwest Bank/Midwest Bancorporation

01/2014 to 07/2014 **Customer Service Representative**
First Midwest Bank

2013 to 2018 **Group Exercise Instructor**
Ozark Fitness

2010 to 2013 **Group Exercise Instructor**
UREC Facility At UofA

2010 to 2013 **Teller**
First Midwest Bank of Poplar Bluff

05/2010 to 06/2010 **Teacher Aide**
Poplar Bluff Schools

Education

12/2016 **Master of Business Administration: General Management**
Southeast Missouri State University - Cape Girardeau, MO

12/2013 **Bachelor of Science: Business Administration, Accounting**
University of Arkansas - Fayetteville, AR

- Pi Beta Phi Fraternity 2010-2013
- Gamma Chi Counselor
- Leadership Walton
- Gamma Beta Phi Academic Fraternity 2011-2013
- Campus Wide Scholarship 2012

05/2010 **Poplar Bluff Senior High School** - Poplar Bluff, MO

- Perfect Attendance K-12
- 29th of 398 Students in Class

REFERENCES

- Allison Bell, Teacher- 573-785-3037
- Casey R. Fant, Assistant Director of Fitness/Wellness- 479-575-3542
- Melissa Vail, Audit Team Manager/Officer at First Midwest Bank- 573-785-1745

12/12/19

Kajacs Contractors Incorporated

Superintendent Experience

- Chris Willis-Superintendent-25 Years with Company, Water, Sewer, Plant Work.
- Curt Caringer-Superintendent-18 Years with Company, Water, Sewer, Plant Work.
- Charles Parish-Superintendent-17 Years with Company, Water, Sewer, Plant Work.
- Josh Wells-Superintendent-16 Years with Company, Water, Sewer, Plant Work.
- Bucky Albright-Superintendent-13 Years with Company, Water, Sewer, Plant Work.
- Matt Allison-Superintendent-13 Years with Company, Water, Sewer, Plant Work.
- Steve Lapar-Superintendent-13 Years with Company, Water, Sewer, Plant Work.
- Gerald Yeley-Superintendent-11 Years with Company, Water, Sewer.
- Shane Bishop-Superintendent-9 Years with Company, Water, Sewer.
- Josh Henry-Superintendent-2 Years with Company, Water, Sewer.

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

Kajacs has presented a list of projects completed in the past with these forces.

Michael Titsworth

Project Manager

McCLELLAND CONSULTING ENGINEERS, INC.

ADDENDUM NO. 1
December 3, 2019
Morningside 24" Water Main Relocation
Water & Sewer Operations
City of Fayetteville, Arkansas
MCE Project # 17-2162

To All Plan Holders of Record:

The Contract Documents for this Project are amended as follows:

CLARIFICATIONS:

1. Encasement pipe shall be min. 36" diameter, as noted on the Plan Drawings. This is project specific and in leu of the standard encasement detail callout.
2. Two geotechnical reports are included for reference; FY172161 – Morningside Road – Geotech Report and 19-3834 – Additional Exploration – Highway 16 Utility Relocations.
3. Delete encasement end seals as called for on the Drawing Detail and in the Specifications. Construct link-seal type end seals, including multiple layers, as required, to provide watertight seal between encasement pipe and carrier pipe.
4. Abandonment of existing waterlines under roadways shall include Cut & Cap on both sides of the roadway, at edge of right-of-way, and filling of abandoned pipeline with flowable fill material to eliminate any voids under the roadway.
5. Contractor shall demolish and dispose of existing trees, vegetation, fencing, and other items that are within the work zone in accordance with all applicable federal, state and local rules and regulations and as required to perform the work.
6. Existing barbed wire fence shall not be replaced.
7. Storm boxes will be junction boxes only. Construct standard ring and lid. No grate inlet required.
8. Contractor shall salvage and deliver to Owner's facilities existing storm pipe after removal.
9. Contractor shall construct new storm sewer as shown.
10. See Specification Section 00 14 13 – BIDDER's QUALIFICATION STATEMENT for minimum requirements.
11. Construct valve markers at all valve locations in accordance with Drawings and Specification requirements.
12. Contractor shall provide and pay for all costs associated with materials and acceptance testing, including costs for retesting and additional engineer services related to replacement of defective work.

13. Fayetteville GIS mapping and original construction as-builts show the existing 24" water main at the south tap location is ductile iron pipe and the existing 30" water main at the north tap location is 30" cast iron pipe.
14. Working pressure for the existing water main is approximately 150 psi.

SPECIFICATIONS:

1. Delete and Replace Section 00 14 13 – Bidder's Qualifications Statement with attached document.
2. Add Section 01 41 01 – Environmental Compliance to the Project Manual
    a. Update Table of Contents to conform.
3. Add Section 01 41 02 – Stormwater Pollution Prevention Plan – Morningside Drive 24" Water Main Relocation Small Site
    b. Update Table of Contents to conform.
4. Add Specification Section 01 41 03 – Endangered Species Act & Bald & Golden Eagle Protection Act to the Project Manual. Update Table of Contents to conform.
5. Section 00 72 13 – GENERAL CONDITIONS
    c. Article 13
        i. Part 13.03 TESTS AND INSEPCTIONS:
            1. Part B: Delete "Owner" and replace with "Contractor", delete "except". Note shall read, "Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents."
                a. Part 1-3: Delete.

DRAWINGS:

1. Drawing Sheet 8.4 – Details-4
    a. Detail: STEEL ENCASEMENT, revise the following:
        i. Delete Note: BOTH ENDS OF CASING TO BE SEALED WITH RUBBER END SEALS. (SEE NOTE 3).
        ii. Add note: *CONSTRUCT PERMANENT HYDROSTATIC SEAL AT BOTH ENDS OF CASING. SEAL WITH MODULAR WALL PENETRATION ELASTOMER END SEAL SYSTEM (SEE NOTE 3) TYP.
        iii. Revise Note 3 to read: PROVIDE END SEAL BY GPT MODEL LINK-SEAL, AS MANUFACTURED BY GPT HOUSTON MFG.CO.
2. Drawing Sheet 7.4 – WATER MAIN P&P STA 15+00 THRU 20+00
    a. PLAN VIEW
        i. Delete "GRATE INLET" from two storm box callout notes. Notes shall read, "CONSTRUCT 4' TRAFFIC RATED PRECAST CONCRETE STORM JUNCTION BOX W/STANDARD RING & LID".

Except as amended by this addendum, the requirements of the Project as set forth in the original bid documents shall remain in effect.

This addendum must be acknowledged in the space provided on the Bid Form.

Zane Lewis, P.E.

Date: 12/3/19

Bidder's Company Name: Kajacs Contractors Inc.

Acknowledged By:

Date: 12/3/19

END OF ADDENDUM NO. 1

Bid 19-54, Addendum 1

Date: Thursday December 05, 2019

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 19-54, Construction – Morningside Waterline Relocate

CITY OF FAYETTEVILLE ARKANSAS

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

1. Attached is the Engineers Addendum 1.

2. The City held a non-mandatory pre-bid meeting on Tuesday November 26, 2019 at 2:00 PM at City Hall room 326. The sign-in sheet is attached.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain · Fayetteville, AR 72701

SECTION 00 14 13 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Bid Number 19 – 54, Construction – Morningside Drive 24" Water Main Relocation

City of Fayetteville, Arkansas

Date: _____

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company: _____

Name: _____

Address: _____

Principal Office: _____

Corporation, LLC, partnership, individual, joint venture, other: _____

Arkansas State General Contractor's License Number: _____

(Type or legibly print)

For a Bidder (Contractor) to be considered as qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least five (5) years active experience under the current Contractor name in the installation of the product(s) bid, including installation and relocation of water distribution and sanitary sewer systems and associated site work.

The Contactor must also provide documentation with the bid to document:

Contractor's successful experience with the following: (1) constructing no less than 50,000 feet of 24" or larger diameter water main; (2) constructing no fewer than 50 water connections to 18" or larger diameter water mains.

The Contractor shall have executed work for municipalities operating water distribution facilities with a minimum of three (3) projects equaling or exceeding one million dollars ($1,000,000) for installation of the product(s) bid. Work for developers and commercial site work will not be considered as permissible work experience.

Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for _____ years and has performed work of the nature and magnitude of this Contract for _____ years. Bidder has been in business under its present name for _____ years.
2. The Contactor must also provide documentation with the bid to document the Contractor's successful experience with the following:
   a. The Contactor must also provide documentation with the bid to document the Contractor's successful completion of five (5) term service or maintenance contracts similar in scope to this City of Fayetteville bid with a minimum duration of one year. The Contactor must also provide documentation with the bid to document the Contractor's successful experience with the following: (1) constructing no less than 50,000 feet of 24" or larger diameter water main; (2) constructing no fewer than 50 water connections to 18" or larger diameter water mains.
3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
5. Has Bidder ever failed to complete any project? If so, state when, where, and why.

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

9. Bidder's Workmen's Compensation Experience Modifier Factor is:

_____

FINANCIAL STATEMENT (IF REQUESTED)

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

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

f. Name of firm preparing financial statement and date thereof:

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

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

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

MATERIALS STATEMENT (MANDATORY)

A. Bidder shall provide documentation attached to the Bid to verify compliance with Specifications, as required.

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

Date: _____, 2019

(OFFICIAL SEAL)

Name of Organization:

_____

By _____

(Type or legibly print)

By _____

(Signature) SEAL

Title _____

(Type or legibly print)

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

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00 14 13
BIDDER'S QUALIFICATION STATEMENT

SECTION 014101 – ENVIRONMENTAL COMPLIANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. Stormwater Pollution Prevention Plan (SWPPP) for Construction Activity for Small Construction Sites, Morningside 24" Water Main Relocation, Fayetteville, AR.

C. Arkansas Department of Environmental Quality (ADEQ) Stormwater Permit for Construction Activities
   1. ARR150000, dated November 1, 2016
   2. Project Permit # ARR15xxxx (if required)

D. ADEQ water quality certification letter for United States Army Corps of Engineers (USACE) Nationwide Permits, 2017.

E. ADEQ Short Term Activity Authorization (STAA) Request
   1. NOT REQUIRED

F. Code of Federal Regulations (CFR) Title 40
   1. Part 112 – Oil Pollution Prevention
   2. Part 302 – Designation, Reportable Quantities, and Notification

G. Construction Site Best Management Practices Field Manual and Troubleshooting Guide, State of California Department of Transportation, Latest Edition.

H. Stormwater Best Management Practice Handbook Portal: Construction, California Stormwater Quality Association.

I. Erosion and Sediment Control Design and Construction Manual, Arkansas Highway and Transportation Department (AHTD), 2009.

J. City of Fayetteville, Arkansas Drainage Criteria manual, Latest Edition.

K. US Fish and Wildlife Service (USFWS), Endangered Species Act and Gold and Bald Eagle Protection Act.

L. Any other applicable Federal, State or local regulation, ordinance, or other existing requirement of environmental compliance associated with construction activities.

M. Environmental Protection Agency (EPA), Clean Water Act, Section 404, 1972.

N. US Army Corps of Engineers (USACOE) 404 Permit
   1. Nationwide Permit, **NOT** required.

1.2 SUMMARY

A. This Section includes:
   1. Environmental compliance.
   2. Environmental requirements.
   3. Recording keeping.
   4. Sediment and erosion control.
   5. Final stabilization.

1.3 DEFINITIONS

A. Best Management Practices (BMP): Schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water of the State. Includes treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. Can be structural including rip-rap check dams and sedimentation basins, or non-structural including material storage practices.

B. Operator: For the purposes of environmental compliance the Operator shall be the General Contractor. The Contractor shall be in responsible charge of the limits of construction for the entire duration of construction.

C. Owner: City of Fayetteville, Arkansas.

D. Final Stabilization: Native perennial vegetative cover with a density of 80% of the native background vegetation cover for the area is established for all non-impervious areas.

1.4 SUBMITTALS

A. Product Data: For the following:
   1. Silt Fence
   2. Wattles
   3. Topsoil
   4. Rip-Rap
   5. Grass seed
   6. Tree preservation materials
   7. Other Manufactured BMP's

8. Dewatering filter sock

B. Sediment Control Plan Revisions as necessary to include changes, revision, or modifications to the following:
   1. Structural erosion and sediment controls.
   2. Surface disturbance.
   3. Concrete Wash-out area.
   4. Materials stockpile areas.
   5. Staging areas.
   6. Contractor field office location.
   7. Employee restroom location.
   8. Chemical storage location.
   9. Offsite spoils disposal or materials storage areas to be permitted as a part of this project.

C. Dewatering Sediment Control Plan: Plans showing location and controls for site excavation dewatering sediment control systems.

D. Designation of Contractor's Responsible Party
   1. Responsible for Permit compliance, daily maintenance and weekly inspection reports.

E. Designation of Contractor's Spill Coordinator.
   1. Responsible for daily maintenance and record keeping for fuel and chemical storage
      a. Chemical Inventory Log, with Materials Safety Data Sheets (MSDS)
         i. Oil/fuel Inventory Log
         ii. Waste Disposal Log
         iii. Spill Log

F. Weekly site inspection reports.

G. Location for onsite storage of SWPPP and inspection reports.

H. BMP Contractor experience list and reference contact information.

I. Certified Arborist credentials, as required.

1.5 QUALITY ASSURANCE

A. The Contractor and any Subcontractor performing the installation or maintenance of the BMP system shall participate in an Environmental Compliance pre-construction conference.
   1. The Contractor shall designate a single point of contact staff member as the Responsible Party for completion and submittal of the inspection reports.

The Contractor shall submit to the Engineer any changes to the Responsible Party.

B. The Contractor shall exhibit experience in the installation and maintenance of structural BMP's and will have completed a minimum of 5 BMP installations of similar size and scope to this project within the last 5 years.
   1. Experience shall be verified with a project listing and reference contact information.

C. The Contractor shall designate a single point of a contact staff member as the Spill Coordinator for completion of oil storage inventories and maintenance of material safety data sheets (MSDS) for all materials stored onsite.
   1. Oil storage record keeping requirements shall be as noted in the CFR.

D. The Contractor shall provide a Certified Arborist for all trimming to existing trees that are to remain as a part of the project.

E. Contractor shall warranty the work for Environmental Compliance.

1.6 PROJECT CONDITIONS

A. The project is linear along one or both sides of Morningside Drive between AR Hwy 16 (15th Street) and Huntsville Road, as shown in the Contract Drawing Location and Vicinity Maps. Contractor shall protect the minor creek crossings and existing storm drainage infrastructure from pollution by sediment or chemical pollutant.

B. Portions of the project site **ARE NOT** located within the Federal Emergency Management Agency (FEMA) regulatory Flood Way or 1% Annual Flood Hazard Chance areas. All construction storage, staging, laydown, sediment basins, and other permanent and semi-permanent installations utilized to support the construction activities shall be located and protected to minimize damage and impacts from flood waters. As practicable, the Contractor shall store materials and equipment at a location outside of the FEMA 100-year floodplain boundary.
   1. Protect the site and all construction from impact from flood waters.

C. The projects sites are located in a region of the United States and Arkansas where karst geology has created sub-surface voids that may be encountered on any project. There **ARE NOT** known sub-surface voids at or nearby the proposed locations for this project. If sub-surface voids are encountered as a part of the construction work on this project, work shall immediately stop and written notice shall be provided to the Engineer identifying and the conditions encountered.

D. The projects sites are located in a region of the Unites States and Arkansas where endangered species or endangered species habitat may occur at or nearby the proposed locations for the work. If endangered species or endangered species habitat is encountered as a part of the construction work on this project, work shall immediately stop and written notice shall be provided to the Engineer identifying the conditions encountered.

1. Endangered species shall be protected if encountered by this project.
2. The project area is within the USFWS Northern Long Eared Bat Consultation Area.

a. Tree removal shall not occur between April 1 and October 31.
b. No burning shall be allowed between April 1 and October 31.

3. Contractor shall comply with all project requirements of USFWS, USACOE, ADEQ, ANRC, and EPA.
4. Additional requirements, to comply with all applicable local, state, and federal regulations will be required for the mitigation of endangered species or endangered species habitat encountered during work on this project.

E. The projects sites are located in a region of the Unites States and Arkansas where cultural or historic sites may occur at or nearby the proposed locations for this project. There **ARE NOT** known cultural or historic sites at the work areas. If cultural or historic sites are encountered as a part of the construction work on this project, work shall immediately stop and written notice shall be provided to the Engineer identifying the conditions encountered.

1. Cultural and historic remains, artifacts, and sites shall be protected if encountered by this project.

F. Notice of Intent (NOI): a NOI **IS NOT** required. The Contractor shall ~~sign the NOI and~~ maintain daily compliance with all stormwater permit requirements.

G. ADEQ Short Term Activity Authorization (STAA) Permit: Contractor shall maintain daily compliance with all STAA permit requirements, as required.

H. USACOE Section 404 Permit: Contractor shall maintain daily compliance with all 404 permit requirements, as required.

I. The existing City of Fayetteville water transmission and distribution facilities are active facilities operated by the City of Fayetteville that will remain in service during some or all times for the duration of the construction project. The Contractor shall coordinate with the Owner for access in and out of the construction areas and to maintain access at all times to the in-service equipment and facilities.

J. Information provided for existing utility locations and sizes is based on a recent field marking of the approximate utility locations that was then surveyed to be included in the Drawings. Contractor shall field verify all locations, depths, and sizes of existing utilities prior to any BMP construction or surface disturbance.

K. Protect existing utilities, buildings, and infrastructure to remain.

1.7 PROJECT ENVIRONMENTAL COMPLIANCE

A. Contractor shall maintain project environmental compliance as set forth in these Specifications and as required by all applicable Local, State and Federal regulations.

B. Project Environmental Permits
1. ADEQ General Construction Stormwater Permit – ARR150000.
2. ADEQ STAA Permit No. – **NOT REQUIRED**
3. USACOE 404 Permit No. – **NOT REQUIRED**

1.8 PROJECT ENVIRONMENTAL REQUIREMENTS

A. Contractor shall field verify locations of existing utilities.

B. The Contractor shall protect Water of the State and Waters of the US from contamination by sediment or pollutants from this project.
1. The SWPPP and Sediment Control Plan Drawing represent a minimum starting point for mitigation of potential erosion caused by the proposed construction activities. The Contractor shall modify, revise, add or remove additional BMP's as necessary to maintain compliance with water quality standards and the ADEQ stormwater discharge permit.
2. Contractor shall select, install, implement, and maintain BMP's at the construction site that minimize or eliminate pollutants in stormwater discharges, as necessary to maintain compliance with all applicable water quality standard.
3. All structural BMP's shall be constructed in accordance with the Drawings, Specifications and the Springdale, Arkansas Drainage Criteria Manual.

C. The Contractor shall not contaminate the air quality of the project site by smoke or other air borne pollutants from this project.
1. No burning shall be permitted as a part of this project.
2. Aerosols shall comply with all applicable local, state and federal regulations.

D. Contractor shall maintain adequate restroom facilities for staffing levels that are clean and routinely maintained.

1. Restroom facilities shall be maintained by a certified waste hauler and shall be kept clean and stocked with supplies.
2. Restroom facilities shall be located to be reasonably accessible to all staff.
3. Restroom facilities shall not be located next to chemical storage or waste disposal areas.

E. Contractor shall maintain a chemical storage area with onsite chemical inventory in accordance with the CFR.

F. Contractor shall maintain a concrete wash out area for disposal of concrete wastes.

G. Contractor shall maintain onsite disposal facilities for all construction refuse. All waste shall be disposed of in accordance with all applicable Local, State and Federal requirements.

H. Contractor shall maintain a stabilized construction entrance and shall prevent and/or clean up offsite tracking of water, dirt, rock, or any construction debris.
1. Provide wheel washing station and water source for washing muddy tires prior to driving on paved roadways.
2. Provide a street sweeper as required for cleaning roadways of construction mud, dirt or dust.

I. Contractor shall maintain adequate stabilized onsite parking for all staff.

J. Contractor shall post the ADEQ Notice of Coverage (NOC) at the construction site in a prominent location for public viewing.

K. Contractor shall maintain a minimum of two (2) complete and up to date copies of the SWPPP.
1. SWPPP shall be continuously updated with the most current information including;
   a. Size, type, and location of structural BMP's.
   b. Date and description of changes.
2. Contractor shall maintain one (1) copy of the SWPPP in a weather proof container at the construction site in a prominent location for public viewing.
3. Contractor shall maintain one (1) copy of the SWPPP in a secured location onsite.

L. Contractor shall include Environmental Compliance as an agenda item at each Progress Meeting.
1. Submit one (1) copy of all new site inspection reports and other SWPPP updates to the Engineer at the project progress meetings.

M. Contractor shall minimize the total area of disturbance at any one time to the minimum required for ongoing construction activities.
   1. Areas that will not be utilized for construction for a period of fourteen (14) days or longer shall be temporarily or permanently stabilized.
   2. The Contractor shall update the SWPPP as required for any increase in total project area or total disturbed area.
   3. Contractor shall comply with any new requirements of any updated ADEQ construction permits due to increase in disturbed area.

N. Contractor shall utilize water trucks and other means, as necessary, for control of onsite dust generation.

O. Contractor shall comply with any tree protection or preservation requirements.
   1. Tree removal is allowed between November1 and March 31.
   2. Notify Engineer in writing prior to any tree trimming or removal.

P. Contractor shall filter all runoff prior to discharge off site.
   1. Construct and maintain Sediment Basin for filtering discharge of surface waters from contributing areas 10 acres and larger.

Q. Contractor shall filter all excavation waters prior to discharge off site. Filter waters to remove suspended solids and other nutrients as required or directed by the regulatory agency.
   1. Engineered Sediment Basin sized for actual flows.
   2. Manufactured filter bag or filter device, as approved by Engineer.

PART 2 – PRODUCTS

2.1 SILT FENCE

A. Silt fence shall conform with the requirements of AHTD Standard Specifications for Highway Construction, Latest Edition.
   1. Geotextile Type 3 or Type 4.

B. Silt Fence Fabric: Fabric shall be a woven 100% polypropylene geotextile fabric specifically designed for use as silt fence.
   1. Grab Tensile Strength Minimum, ASTM D46320: 200 lbs.
   2. Grab Tensile Elongation Maximum, ASTM D4632: 24%
   3. Trapezoid Tear Strength Minimum, ASTM D4533: 75 lbs.
   4. CBR Puncture Strength Minimum, ASTM D6241: 650 lbs.
   5. Percent Open Area Minimum, COE-02215: 10%
   6. Permittivity Minimum, ASTM D4491 2.1 sec^-1
   7. Flow Rate Minimum, ASTM D4491 145 gal/min/ft^2
   8. Products:

a.Mirafi FW402, as manufactured by TenCate, Pendergrass, Georgia.
b.Or equal.

C. Silt fence shall be reinforced with maximum 4"x4" wire fabric, 14 gauge where required and/or as shown on plans.

D. Silt fence shall be anchored with 1/33 lb/LF steel.
1. Minimum post length shall be 4-feet.
2. Maximum post spacing shall be 6-feet.

2.2 PERMANENT EROSION CONTROL MATTING

A. Machine woven coconut bristle coir mat made from twisted coir twines, 100% biodegradable, with manufacturer rated field longevity of 4-6 years minimum. Matting shall have open weave to allow for seeding over the installed mat. Mating shall conform to the following specifications.
B. Weight Minimum, ASTM D3776: 29 oz/SY
C. Tensile Strength Minimum, ASTM D4595: 900 lbs.
D. Elongation Maximum, ASTM D4595 24%
E. Open area Minimum, Caculated: 38%
F. Thickness Minimum, ASTM D1777: 0.35 inch
G. Minimum twin count/foot: 39x18
H. Products:
1. BioD-Mat 90, as manufactured by Rolanka Internation, Inc. of Stockbride, GA.
2. Or equal.

2.3 TEMPORARY EROSION CONTROL MATTING

A. Contractor shall submit for review and approval by Engineer.

2.4 PERMANENT EROSION CONTROL WATTLE

A. Densely packed coconut coir bristle in a cylindrical shaped knotted outer netting, 100% biodegradable, with manufacturer rated field longevity of the outer netting of minimum 2 years. The filler mattress coir fiber will not reduce in volume, but become a part of the soil with time. Wattle shall conform to the following specifications.
B. Outer netting: 2"x2" knotted, manufactured from minimum 90 lbs strength machine spun bristle coir twines.
C. Inner filling: 100% coconut fiber (mattress coir)
D. Density Minimum: 9lbs/ft3
E. Unit Weight Minimum: 7lbs/ft
F. Manufactured Length Minimum: 10ft

G. Manufactured Diameter Minimum: 12"

H. Products:

1. BioD-Roll 30H, as manufactured by Rolanka Internation, Inc. of Stockbridge, GA.
2. Or equal.

2.5 TEMPORATY EROSION CONTROL WATTLE

A. Densely packed all natural wood fiber in a tubular shaped woven outer netting, 100 biodegradable, with manufacturer rated field longevity of the outer netting of minimum 1 year. The filler wood fiber will not reduce in volume, but become a composted soil material capable of being raked into the surrounding vegetative cover.

B. Outer netting- woven biodegradable mesh maximum opening size ¼"

C. Inner filling – 100% insert seed free wood fiber

D. Dry Density – Min. 7lb/ft

E. Wet Density – Min. 15lb/ft

F. Manufactured Length Minimum: 10ft

G. Manufactured Diameter Minimum: 12"

H. Products:

1. Silt Sock 12", as manufactured by Flextran Environmental Services of Brnason, MO.
2. Or equal.

2.6 PERMANENT EROSION CONTROL BLOCK

A. Densely pack coconut coir bristle in a rectangular shape with woven bristle coir fabric attached to the outer layer on three sides. 100% biodegradable. Both ends of the woven fabric are loos and allow for installation of the block. The filler mattress coir fiber shall not reduce in volume, but become a part of the soil with time. Block shall conform to the following specifications.

B. Outer fabric: woven fabric from twisted bristle coir twines.

C. Tensile Strength Minimum: 1,100 lbs/ft

D. Inner filling: 100% coconut fiber (mattress coir)

E. Minimum Unite Weight: 7.7 lbs/ft

F. Minimum Block Height: 16"

G. Minimum Block thickness: 9"

H. Minimum Block Length: 10ft

I. Minimum Fabric Length Top: 48"

J. Minimum Fabric Length Bottom: 75"

K. Minimum Fabric Length at female end: 6"

L. Products:

1. BioD-Block 16-400, as manufactured by Rolanka Internation, Inc. of Stockbridge, GA.
2. Or equal.

2.7 SEDIMENT BASIN

A. Excavation Dewatering Basins shall be sized and constructed in accordance with requirements of the California Stormwater Quality Association, Stormwater Best Management Practice Handbook Portal: Construction

1. $A=\frac{1.2Q}{V}$
   a. A= Minimum Surface Area (ft^2)
   b. Q= Maximum Pumping Rate (ft^3/s)
   c. V= Settling Velocity (0.00028 ft/s)

B. Stormwater Runoff Basins shall be sized and constructed in accordance with requirements of the AHTD Erosion and Sediment Control Design and Construction Manual.

1. General Basin Sizing
   a. Sediment (Wet) Storage Volume = 900 ft^3/Acre
   b. Detention (Dry) Storage Volume = 3,600 ft^3/Acre
2. Site Specific Basin Sizing
   a. $A=\frac{1.2Q}{V}$
      1. A= Minimum Surface Area (ft^2)
      2. Q= Peak Runoff Flow Rate (ft^3/s)
      3. V= Settling Velocity (0.00028 ft/s)
      4. Q= CiA
      5. C=Site Runoff Coefficient
      6. I= Rainfall Intensity (in/hr)
      7. A=Drainage Area (Acres)

C. Sediment Basins shall include inlet energy dissipation, stilling areas, sediment storage volume and detention storage volume, containment berms as needed, overflow with erosion protection, outlet structure, discharge piping, and discharge erosion control and energy dissipation. See Drawings for further requirements.

D. Straw bales are not allowed for use as any part of a sediment basin.

2.8 DEWATERING FILTER BAG

A. Ultra-Dewatering Bag 9727-O/S Oil & Sediment Model, as manufactured by Ultratech International, Jacksonville, Florida.

2.8 VELOCITY DISSIPATION DEVICES

VELOCITY DISSIPATION DEVICES

A. Velocity dissipation devices shall comply with Caltrans Storm Water Quality Handbooks, Construction site Best management Practices Manual, Section 3 – Outlet Protection/velocity Dissipation Devices SS-10.

B. Rip-Rap – Minimum 12" nominal diameter.

C. Straw bales are not allowed for use as energy dissipation devices.

2.9 CHECKDAMS

A. Rip-Rap – See Specification Section 02300 – EARTHWORK

B. Manufactured – 10" Triangular Silt Dike, as manufactured by Triangular Silt Dike Co., Inc. of Luther, Oklahoma.

C. Straw bales are not allowed for use as checkdams.

2.10 STABILIZED CONSTRUCTION ENTRANCE

A. Geotextile roadway reinforcement matting: See Specification Section 02300 earthwork.

B. Rip-Rap: 3" diameter crushed washed limestone.

2.11 TEMPORARY STABILIZATION

A. Mulch
   1. Peat Mulch: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water absorbing capacity of 1100 to2000 percent.
   2. Compost Mulch: Well-composted, stable and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 deciSiemens/m.

B. Grass seed – Perennial native grass seem mix.

2.12 FINAL STABILIZATION

A. 6" Select Topsoil: ASTM D5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
   1. Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
   2. Supplement with imported or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining

sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

B. Grass: Bermuda hydro-seed or 2" solid sod.

C. Hydro-seed: Mulch, tackifier, fertilizer and water slurry mixture sprayed by equipment onto prepared soil bed creating a dense continuous mat of materials to fix grass seed in place and allow for rapid germination and establishment into soil.

1. Mulch – Composed of cellulose or wood fiber products with no growth or germination inhibiting substances. Mulch shall be manufactured so that when thoroughly mixed with seed, fertilizer, tackifier an water in the proportions specified will form a homogeneous slurry which can be sprayed to form a porous mat on top of prepared soil.
   i. Max 15% water by weight.
   ii. Temporary green dye.
2. Organic Stabilizer/Tackifier – Organic psilium-based powder
   i. Packed in clearly marked containers stating contents of each package.
   ii. Auxiliary Soil Chemical certified by California Department of Food and Agriculure.
3. Fertilizer- Starter fertilizer derived from urea formaldehyde (N-P-K 1-24-24) and conform to the requirements of the California Food and Agriculture Code.
4. Equipment – Commercial type Hydro-Seeder with built-in agitation system operation capacity to agitate, suspend and homogeneously mix slurry.
   i. Minimum tank capacity 1,500 gallons.
   ii. Distribution lines shall be large enough and pump shall generate adequate pressure at the nozzle to prevent clogging and provide even distribution of slurry on surfaces.

2.13 CONCRETE WASH-OUT

A. A concrete wash-out shall be a water tight holding tank or basin, constructed of any material, and lined with min. 20 mil plastic sheeting to contain concrete wastes.

2.14 SWPPP POSTING

A. A plastic or otherwise waterproof traditional mailbox, or other such device, shall be constructed onsite for use as the permanent site location for storage of the SWPPP and sediment control Drawings. Mailbox shall have letters "SWPPP" on two sides.

PART 3 – EXECUTION

3.1 PREPARATION

A. Contractor shall field verify location, depth, and size of existing utilities prior to construction of BMP's or surface disturbance.
B. Revise SWPPP as required to meet site conditions and maintain compliance with all applicable Permits.
C. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by construction of BMP's.
D. Existing vegetated areas will be utilized as buffer zones to filter sheet flow runoff from adjacent construction activities, see Sediment Control Plan Drawings. The Contractor shall prevent disturbance to vegetated buffer zones.
    1. If a vegetated zone becomes over loaded with sediment or is otherwise disturbed by construction activities an alternative BMP shall be required. Adjacent vegetated areas that are disturbed shall be restored to their pre-construction conditions.
E. Existing topsoil may be collected and stockpiled onsite for use in final stabilization. Contractor shall protect stockpiled topsoil with temporary vegetation and mulch.
F. Contractor shall construct a dedicated SWPPP mail box at location approved by the Engineer. Contractor shall maintain a current copy of the project SWPPP and sediment control Drawings in the mail box at all times.

3.2 BMP'S GENERAL

A. Construct stabilized construction entrance, employee parking, materials storage and field office areas first.
B. Construct sediment traps and velocity dissipation devices first, followed by perimeter silt fence and check dams.
C. Limit the extent of disturbance to minimum required at any time for ongoing construction activities.
D. Perimeter controls shall remain installed and maintained until final stabilization of the portion of the site upslope from the control.
E. Flow diversion shall be constructed on the upslope side of the limits of construction to prevent runoff from entering the construction areas.
F. Accumulated sediment shall be periodically removed from all BMP's to maintain performance.
G. Damaged BMP's shall be repaired immediately to maintain full site stormwater runoff control.
H. Distrubed areas that are no longer needed as construction areas shall be temporarily or permanently stabilized according to these specifications.
I. Seidment traps, energy dissipation devices, and check dams shall be used in areas that receive concentrated flows.
    1. Silt fence shall not be used to control concentrated flows.

3.3 STABILIZED CONSTRUCTION ENRANCE

A. Construct a driveway entrance for construction traffic that eliminates or minimizes off-site tracking of mud, dirt, debris, and other sediment.
B. Construct stabilized entrance in accordance with Specification Section 02300-Earthwork.
C. Stabilized construction entrance shall be maintained free of accumulated mud and dirt. Contractor shall excavate and replace roadway material as required.
D. Contractor shall maintain sufficient equipment and manpower to quickly and effectively clean up off-site tracking of construction sediments.

3.4 STABILIZED EMPLOYEE PARKING, MATERIALS STORAGE, FIELD OFFICE

A. Construct a parking and material storage area suitable for project construction traffic that eliminates or minimizes off-site tracking of mud, dirt debris, and other sediment.
B. Construct stabilized areas in accordance with Specification Section 02300 – Earthwork.
C. Stabilized areas shall be maintained free of accumulated mud and dirt. Contractor shall excavate and replace material as required.
D. Contractor shall maintain sufficient equipment and manpower to quickly and effectively clean up off-site tracking of construction sediments.

3.5 CONCRETE WASH-OUT

A. Concrete wash-out shall be located at the stabilized construction material laydown area.
B. The concrete wash-out shall be maintained such that no spills of concrete waste occur.
C. Concrete wash-out shall be periodically emptied of accumulated concrete waste to prevent spillage due to accumulated material or storm waters.

3.6 WASTE, FUEL AND CHEMICAL STORAGE AREAS

A. The waste, fuel and chemical storage area shall be located at the stabilized construction material laydown area.
B. The Contractor shall maintain waste and chemical storage area free of trash and debris in accordance with all applicable laws, ordinances, regulations, and best management practices.
C. The Contractor shall report to the Engineer and Owner in writing any chemical spills or release of hazardous materials that occurs onsite, as required by CFR.
D. The Contractor shall post appropriate signage and warning for waste and chemical storage areas.

E. Secondary containment shall be provided, as required, for bulk fuel or chemical storage.
F. In the event of a spill the Contractor shall immediately take all measures necessary to contain and clean up the spill. At a minimum all soil material that is contaminated shall be excavated and disposed of in accordance with all applicable environmental regulations. Removed soil shall be replaced with uncontaminated material, as approved by Engineer.

3.7 SEDIMENT BASIN

A. Sediment Basins shall be required for concentrated discharges that drain a total of 10 acres or more.
B. Sediment Basins shall be maintained free of accumulated material after each storm event of 1-inch or more rainfall depth, or after 1/3 of the capacity of the trap has been filled.
C. Sediment Basins may be utilized for the filtering of water from dewatering activities associated with project excavation.
D. Temporary sediment basins shall be removed during final grading and surface stabilization, prior to final acceptance.

3.8 ENERGY DISSIPATION DEVICE

A. Energy dissipation devices shall be constructed at all concentrated discharge locations.

3.9 CHECK DAMS

A. Check dams shall be anchored into the ground a minimum of 6-inches.
B. Check dams shall impound water upstream of the dam location and shall direct a concentrated discharge from the middle point.
    1. Construct such that the center point elevation is the low point, and is a minimum of 1-foot below the elevation of the two ends of the check dam.

3.10 SILT FENCE

A. Silt fence shall be constructed parallel with the contours and shall include "wings".
    1. Silt fence wings shall be 10-foot long sections of the continuous silt fence constructed at a 45- degree angle pointing up-slope at each end of each run of silt fence.
B. Silt fence utilized as a perimeter control where the boundary line is perpendicular to the contour shall be constructed with multiple levels, each level parallel to the contours.
C. Silt fence shall be trenched into the subgrade soil a minimum of 6-inches.

D. Silt fence support posts shall be anchored a minimum of 18- inches into subgrade soils.
E. Silt fence shall be stretched and securely fastened to the support posts with wire fasteners, staples, or clips.
F. Silt fence fabric shall be on the upslope side of support posts.
G. Silt fence shall be constructed at the bottom of each slope and at the boundary of the limits construction.
H. Construct silt fence to eliminate concentrated flows.
I. Silt fence shall be replaced, as required by the Engineer, after a maximum service life of 6 months.

3.11 EROSION CONTROL MATERIALS GENERAL

A. Place permanent erosion control materials on finished grades free of mud, frost, snow, or uce.
B. On prepared finished grades, place permanent erosion control materials under topsoil.
C. Place materials starting at the top of slope working down, or the upstream end of flow areas working downstream.
    1. Key in upper edge of materials into soil a minimum of 6"x6" continuous. Anchor at intervals as recommended by the manufacturer.
        a. Anchor with 2"x2" square, 12" long wooden anchor stakes with nail or hook to catch material.
D. Place permanent erosion control matting first, then wattles, then blocks.
E. Place materials continuous across flow lines, stagger joints and overlap as recommended by material manufacturer.
F. Permanent Erosion Control Matting
    1. Remove loose rocks, roots and other obstructions. Apply soil amendments and seed mix as required, see Landscape Specifications.
    2. Key in upper edge of material and unroll downstream laying matting loosely over the ground.
    3. Push matting into soils to ensure good continuous matting to soil contact.
    4. Construct permanent erosion control matting a minimum of 2ft past top of bank or top of slope.
    5. Anchor matting with minimum 8" long steel stakes, or minimum 12" long wooden stakes at spacing intervals as recommended by manufacturer for slope and application.
    6. Place anchors in a staggered pattern.
    7. Overlap edges of adjacent mats a minimum 12 inches. Anchor overlapping seam with a two rows of anchors spaced 6-inches apart.

8. Complete matting installation by burying the end of the mat in a ky slot; minimum 6"x6", anchor with 12" long wooden stakes.

G. Permanent Erosion Control Wattle
   1. Construct permanent erosion control wattles as continuous barriers at tops and toes of slopes.
   2. Construct permanent erosion control wattles at each outlet or inlet and at 30ft intervals along concentrated flow areas.
      a. Wattles in flow areas shall extent up side slopes to a point where flow must overtop wattle to pass it.
   3. Construct wattle on top of erosion control matting, as shown.
   4. Anchor wattles every 3ft with minimum 24" long wooden wedges with a nail on the top to secure wattle to the ground.

H. Permanent Erosion Control Block
   1. Lay blocks on top of erosion control matting, as shown.
   2. Anchor with minimum 8" long steel stakes or 12" long wooden stakes at spacing intervals as recommended by manufacturer.

3.12 STREAM CROSSING BMP'S

A. Contractor shall notify Owner and Engineer in writing 114 days prior to any proposed work within stream banks.

B. All work within waters of the US shall be in accordance with the requirements of the applicable permit and governing agency.

C. Contractor shall construct a stabilized pipeline boring pit at each ide of each stream crossing for the construction of the underground bore. Bore pits shall be sufficient distance away from stream top of bank to protect the pit and equipment during high stream flows.

D. Contractor shall construct a means of filtering excavation dewatering liquids.
   1. Sediment basins or manufactured filter socks may be used for filtering dewatering liquids.

E. Contractor shall construct a temporary rip-rap check dam at each bore pit as shown in Drawings.

F. Contractor shall construct a temporary rip-rap dam for isolation of work areas within the stream banks.

G. Contractor shall construct temporary diversion dams for diversion of stream flow around construction activities required.
   1. Contractor shall provide any pumping required to maintain the work area free of waters including any pumping required to maintain diversion of stream flows.

3.13 HYDRO-SEED

A. Hydro-seed areas in accordance with Section 02920 "Cleanup".
B. All slurry preparation shall be performed onsite.
C. Slurry preparation: Add water, mulch, fertilizer, binder and other ingredients to the tank simultaneously to provide a homogeneous mixture. Add seed last and discharge within 2 hours.
    1. Loads held over 2 hours shall be recharged with ½ the seed rate before application.
    2. Agitate full slurry mixture 3-5 minutes prior to discharge.
    3. Loads held over 8 hours shall be disposed of off site.
D. Apply hydro-seed slurry in a sweeping motion to create a uniform application and mat at the specified rates.
E. Re-treat areas disturbed by ongoing activities through project warranty period.
F. Remove overspray from non-soil surfaces with soap and water and cleaning agent as required to clean surface.

3.14 TEMPORARY STABILIZATION

A. Disturbed areas that are not known to be a part of active construction for 14 days or longer on the Contractor's Construction Schedule shall be temporarily stabilized.
B. Mulch: Hand spread a minimum thickness of 12-inches of mulch over area.
C. Grass seed: Lightly mulch and over seed area to be temporarily stabilized with approved grass seed matching existing conditions or property owner requests.

3.15 FINAL STABILIZATION

A. Complete all grading and disturbance activities.
B. Spread 6" of topsoil. Minimally compact.
C. Spread 4" of mulch in non-grass areas. Hand rake mulch into topsoil to create uniform thickness.
D. Hydro-seed or solid sod. Match existing conditions or property owner request.
E. Final stabilization shall be determined by the Engineer. Final stabilization is required prior to Final Acceptance of the project.
F. Contractor shall maintain responsibility for watering and maintaining permanent vegetative cover for a period of one (1) month after Final Acceptance of the project.
G. After Final Stabilization has been achieved, the Contractor shall remove all BMP's from the site and repair any areas that are disturbed during the removal.

3.16 FIELD QUALITY CONTROL

A. The Responsible Party shall perform a site walk through weekly and perform inspections of all structural BMP's.

B. Site inspection reports shall be provided in writing to Owner and Engineer at monthly progress meetings.

3.17 PROTECTION

A. Contractor shall protect BMP's and repair or replace them as necessary during the entire duration of construction activities.
B. Contractor shall protect all onsite chemical, oil, and fuel storage.

3.18 WARRANTY

A. The Contractor shall warranty the work for environmental compliance for a period of a time as required to achieve final stabilization.
B. In the event of an environmental regulatory non-compliance incident(s) that results in a fine or penalty assessed against the Owner, the Contractor shall be liable for payment of said fines or penalties.
   a. The Contractor shall provide the Engineer and Owner with all pertinent information required for any non-compliance event.
C. Contractor shall maintain responsibility for watering and maintaining permanent vegetative cover for a period of one (1) month after Final Acceptance of the project, or until final stabilization is achieved, whichever occurs later.

END OF SECTION

SECTION 01 41 02 - Stormwater Pollution Prevention Plan (SWPPP) for Construction Activity for Small Construction Sites - Morningside Drive 24" Water Main Relocation

National Pollutant Discharge Elimination System (NPDES)
General Permit # ARR150000

Prepared for:
City of Fayetteville Water & Sewer Operations
2435 S Industrial Drive
Fayetteville, AR 72701

Date:
November, 2019

Prepared by:
Zane Lewis, P.E., LEED AP BD+C
McClelland Consulting Engineers
1810 N College Ave
Fayetteville, Arkansas 72701

Project Name and Location: Morningside Drive 24" Water Main Relocation, Crossing and adjacent to Morningside Drive from south of Hwy 16 (15th St) to Huntsville Ave.

Property Parcel Number (*Optional*): _____

Operator Name and Address: City of Fayetteville Water and Sewer Operations, 2435 S Industrial Dr., Fayetteville, AR 72701

A. Site Description

a. Project description, intended use after NOI is filed: The project will consist of new water pipelines to replace aging infrastructure that has had increased maintenance and repair costs and relocating the new pipeline out of the way of future roadway widening.

b. Sequence of major activities which disturb soils: The linear site will be prepared for the work by installation of erosion and sediment control BMP's. Specific work areas will be cleared and grubbed within the limits of construction, followed by earthwork and grading to prepare the site for equipment access. Then construction will begin on the pipelines including trenching, installation of the pipe and bedding materials, backfill of the trench, compaction and final grading. Work will progress according to the Contractor's schedule. Upon completion of the work and final stabilization of all disturbed areas BMP's will be removed.

c. Total Area: 3.5 Disturbed Area: 3.0

B. Responsible Parties

Be sure to assign all SWPPP related activities to an individual or position; even if the specific individual is not yet known (i.e. contractor has not been chosen).

Individual/Company	Phone Number	Service Provided for SWPPP (i.e., Inspector, SWPPP revisions, Stabilization Activities, BMP Maintenance, etc.)
Fay Water & Sewer	(479) 575-8386	Owner/Operator
Zane Lewis, P.E. McClelland Consulting Engineers	(479) 443-2377	Consultant, Initial SWPPP
Contractor TBD	TBD	Inspector, SWPPP revisions, Stabilization and repair activities, BMP maintenance

C. Receiving Waters

a. The following waterbody (or waterbodies) receives stormwater from this construction site: Town Branch Creek, thence to the West Fork White River, thence to White River

b. Is the project located within the jurisdiction of an MS4? ☒Yes ☐No
   i. If yes, Name of MS4: City of Fayetteville
c. Ultimate Receiving Water:

☐Red River	☒White River
☐Ouachita River	☐St. Francis River
☐Arkansas River	☐Mississippi River

D. Site Map Requirements (Attach Site Map):
   a. Pre-construction topographic view;
   b. Direction of stormwater flow (i.e., use arrows to show which direction stormwater will flow) and approximate slopes anticipated after grading activities;
   c. Delineate on the site map areas of soil disturbance and areas that will not be disturbed under the coverage of this permit;
   d. Location of major structural and nonstructural controls identified in the plan;
   e. Location of main construction entrance and exit;
   f. Location where stabilization practices are expected to occur;
   g. Locations of off-site materials, waste, borrow area, or equipment storage area;
   h. Location of areas used for concrete wash-out;
   i. Location of all surface water bodies (including wetlands) with associated natural buffer boundary lines. Identify floodplain and floodway boundaries, if available;
   j. Locations where stormwater is discharged to a surface water and/or municipal separate storm sewer system if applicable,
   k. Locations where stormwater is discharged off-site (should be continuously updated);
   l. Areas where final stabilization has been accomplished and no further construction phase permit requirements apply;
   m. A legend that identifies any erosion and sediment control measure symbols/labels used in the site map and/or detail sheet; and
   n. Locations of any storm drain inlets on the site and in the immediate vicinity of the site.

E. Stormwater Controls
   a. Initial Site Stabilization, Erosion and Sediment Controls, and Best Management Practices:
      i. Initial Site Stabilization: The limits of clearing will be clearly marked. A minimum amount of vegetation will be removed to clear the limit of work and install silt fencing, wattle, inlet protection, etc. material as shown on the Erosion

and Sediment Control Drawings. Tree protection fencing will be installed around trees that are to be preserved within the disturbed areas.

ii. Erosion and Sediment Controls: Vegetative buffers will be maintained as allowed. Silt fence and wattle for areas that sheet flow, rock check dams where flows are concentrated, wattles for protection along fill slopes, and inlet protection for new and existing structures. Final stabilization shall include vegetative stabilization including compost, top soil or planning mix, seeding and mulching, hydro-seeding, or hydro-mulching disturbed areas.

iii. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the operator will replace or modify the control for site situations: ☒Yes ☐No

If No, explain: _____

iv. Off-site accumulations of sediment will be removed at a frequency sufficient to minimize off-site impacts: ☒Yes ☐No

If No, explain: _____

v. Sediment will be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50%: ☒Yes ☐No

If No, explain: _____

vi. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges: ☒Yes ☐No

If No, explain: _____

vii. Off-site material storage areas used solely by the permitted project are being covered by this SWPPP: ☐Yes ☒No

If Yes, explain additional BMPs implemented at off-site material storage area: _____

b. Stabilization Practices

i. Description and Schedule: All areas disturbed by project work shall be permanently stabilized. Disturbed areas that have not received permanent vegetative stabilization within 14 days shall be temporarily stabilized. Temporary stabilization may include covering, mulch, erosion matting, and/or temporary seeding. Permanent stabilization shall include compost or top soil, mulch, and/or seed and will provide min. 80% coverage of pre-construction vegetative cover. Construction will be sequenced to minimize disturbed areas being exposed to erosive forces.

ii. Are buffer areas required? ☒Yes ☐No
If Yes, are buffer areas being used? ☒Yes ☐No

If Yes, describe natural buffer areas: Existing vegetation between the work zone and stream crossings and other sensitive areas shall be maintained, protected and replaced as allowable where the work does not encroach on top of stream bank.

If No, explain why not: _____

iii. A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included with the plan.
☒Yes ☐No
If No, explain: _____

iv. Deadlines for stabilization:
1. Stabilization procedures will be initiated 14 days after construction activity temporarily ceases on a portion of the site.
2. Stabilization procedures will be initiated immediately in portions of the site where construction activities have permanently ceased.

c. Structural Practices
i. Describe any structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site: Wattles installed perpendicular to fill slopes. Rock check dams installed in stream will slow concentrated waters and allow any sediment to settle out prior to continued flow downstream. Silt fence will be installed at the downhill toe of slopes at streams and existing drainage ways. Inlet protection will be used around all existing and new inlet structures. Rock check dams will be used at the base of discharge pipes to slow the water and decrease erosion potential. Rock check dams will also be used in areas where flow in concentrated during construction. Concrete washout areas will be provided for cleaning of ready-mix trucks. Stabilized construction entrances and wheel wash stations as needed, will be provided at entrances to public roads where wheel tracking may occur. Erosion control matting shall be constructed at locations that are steeply graded or where other stabilization practices have not achieved min. permanent ground cover.

ii. Describe Velocity Dissipation Devices: Rock check dams at the end of discharge pipes and at regular intervals where water is concentrated and wattles perpendicular to slopes at large fill areas.

iii. Sediment Basins:

Are 10 or more acres draining to a common point? ☒Yes ☐No

Is a sediment basin included in the project? ☒Yes ☐No

If Yes, what is the designed capacity for the storage?

☐3600 cubic feet per acre = : _____

or

☐10 year, 24 hour storm = :_____

☐ Other criteria were used to design basin: _____

_____

If No, explain why no sedimentation basin was included and describe required natural buffer areas and other controls implemented instead: Project is linear and will not include areas of concentrated flow occurring from project disturbed areas.

_____

F. Other Controls

a. Solid materials, including building materials, shall be prevented from being discharged to Waters of the State: ☒Yes ☐No

b. Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of:

☒A stabilized construction entrance and exit

☒Vehicle tire washing, as required.

☐Other controls, describe: _____

_____

c. Temporary Sanitary Facilities: Maintained restrooms will be provided on site by the Contractor for all workers, as required by specifications and state and local laws.

_____

d. Concrete Waste Area Provided:

☒Yes

☐No. Concrete is used on the site, but no concrete washout is provided.

Explain why: _____

_____

☐N/A, no concrete will be used with this project

e. Fuel Storage Areas, Hazardous Waste Storage, and Truck Wash Areas: Fuel storage and hazardous waste shall on be stored on site. Truck wash areas are provided at concrete waste area locations.

G. Non-Stormwater Discharges

a. The following allowable non-stormwater discharges comingled with stormwater are present or anticipated at the site:

☐Fire-fighting activities;

☒ Fire hydrant flushings;
☒ Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2;
☒ Potable water sources including uncontaminated waterline flushings;
☐ Landscape Irrigation;
☐ Routine external building wash down which does not use detergents or other chemicals;
☒ Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents or other chemicals are not used;
☒ Uncontaminated air conditioning, compressor condensate (See Part I.B.13.C of the permit);
☒ Uncontaminated springs, excavation dewatering and groundwater (See Part I.B.13.C of the permit);
☒ Foundation or footing drains where flows are not contaminated with process materials such as solvents (See Part I.B.13.C of the permit);

b. Describe any controls associated with non-stormwater discharges present at the site: Vehicle, equipment, and concrete wash stations shall be provided to control wash water. A filtering system or settling basin shall be provided for water from excavations prior to discharge off site.

H. Permanent Controls for Post-Construction Stormwater Management:

Describe measures installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed: The site will be permanently stabilized with vegetation and mulch and seed to control erosion. Rock check dams are provided at concentrated flow areas to control sediment from entering the drainage system. Erosion control matting shall be used on steep slopes and where other stabilization measures have not resulted in minimum vegetative cover.

I. Applicable State or Local Programs: The SWPPP will be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site. ☒ Yes ☐ No

J. Inspections

a. Inspection frequency:

☒ Every 7 calendar days

or

☐ At least once every 14 calendar days and within 24 hours of the end of a storm even 0.25 inches or greater (a rain gauge must be maintained on-site)

b. Inspections:

Completed inspection forms will be kept with the SWPPP.

☒ ADEQ's inspection form will be used (See Appendix B)

or

☐ A form other than ADEQ's inspection form will be used and is attached (See inspection form requirements Part II.A.4.L.2)

c. Inspection records will be retained as part of the SWPPP for at least 3 years from the date of termination.

d. It is understood that the following sections describe waivers of site inspection requirements. All applicable documentation requirements will be followed in accordance with the referenced sections.

i. Winter Conditions (Part II.A.4.L.4)

ii. Adverse Weather Conditions (Part II.A.4.L.5)

K. Maintenance:

The following procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition will be followed: Weekly site inspections and repair to any structural BMP that has been damaged or is observed to have failed. Removal of sediment from upstream side of check dams, silt fence and inlet protections. Watering of seed and plantings to promote root growth. Erosion control matting where needed.

Any necessary repairs will be completed, when practicable, before the next storm event, but not to exceed a period of 3 business days of discovery, or as otherwise directed by state or local officials.

L. Employee Training:

The following is a description of the training plan for personnel (including contractors and subcontractors) on this project: Contractor shall provide properly trained staff for installing or maintaining the requirements of the SWPPP, sediment and erosion control requirements and permit details. Training may be provided by MCE at the Contractors request and shall include General Contractor, Superintendent, any sub-contractors performing installation or maintenance of the erosion and sediment controls, or weekly inspections and reporting.

**Note, Formal training classes given by Universities or other third-party organizations are not required, but recommended for qualified trainers; the permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.

Certification

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: _____

Title: _____ Date: _____

ARR150000 Inspection Form

Appendix B

Inspector Name: _____ Date of Inspection: _____

Inspector Title: _____

Date of Rainfall: _____ Duration of Rainfall: _____

Days Since Last Rain Event: _____ days Rainfall Since Last Rain Event: _____ inches

Description of any Discharges During Inspection: _____

Location of Discharges of Sediment/Other Pollutant (specify pollutant & location): _____

_____

Locations in Need of Additional BMPs: _____

Information on Location of Construction Activities

Location	Activity Begin Date	Activity Occuring Now (y/n)?	Activity Ceased Date	Stabilization Initiated Date	Stabilization Complete Date

Information on BMPs in Need of Maintenance

Location	In Working Order?	Maintenance Scheduled Date	Maintenance Completed Date	Maintenance to be Performed By

Changes required to the SWPPP: _____ Reasons for changes: _____

_____ _____

_____ _____

SWPPP changes completed (date): _____

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: _____ Date: _____

Title: _____

BMP Consideration Checklist

Appendix C

The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP should be checked as "Not Used" with a brief statement describing why it is not being used.

Note: Appendix C and D do not have to be submitted with the SWPPP. These attachments are for use during the development of the SWPPP.

EROSION CONTROL BMPs				
BMP	**BMP Considered for project**	**BMP Used**	**BMP Not Used**	**If not used, state reason**
EC-1 Scheduling	☐	☐	☐	
EC-2 Preservation of Existing Vegetation	☐	☐	☐	
EC-3 Hydraulic Mulch	☐	☐	☐	
EC-4 Hydroseeding	☐	☐	☐	
EC-5 Soil Binders	☐	☐	☐	
EC-6 Straw Mulch	☐	☐	☐	
EC-7 Geotextiles & Mats	☐	☐	☐	
EC-8 Wood Mulching	☐	☐	☐	
EC-9 Earth Dikes & Drainage Swales	☐	☐	☐	
EC-10 Velocity Dissipation Devices	☐	☐	☐	
EC-11 Slope Drains	☐	☐	☐	
EC-12 Stream bank Stabilization	☐	☐	☐	
SEDIMENT CONTROL BMPs				
BMP	**BMP Considered for project**	**BMP Used**	**BMP Not Used**	**If not used, state reason**
SE-1 Silt Fence	☐	☐	☐	
SE-2 Sediment Basin	☐	☐	☐	
SE-3 Sediment Trap	☐	☐	☐	
SE-4 Check Dam	☐	☐	☐	
SE-5 Fiber Rolls	☐	☐	☐	
SE-6 Gravel Bag Berm	☐	☐	☐	
SE-7 Street Sweeping and Vacuuming	☐	☐	☐	
SE-8 Sand Bag Barrier	☐	☐	☐	
SE-9 Straw Bale Barrier	☐	☐	☐	
SE-10 Storm Drain Inlet Protection	☐	☐	☐	
SE-11 Chemical Treatment	☐	☐	☐	
WIND EROSION CONTROL BMPs				
BMP	**BMP Considered for project**	**BMP Used**	**BMP Not Used**	**If not used, state reason**
WE-1 Wind Erosion Control	☐	☐	☐	

BMP Consideration Checklist

Appendix C

TRACKING CONTROL BMPs				
BMP	**BMP Considered for project**	**BMP Used**	**BMP Not Used**	**If not used, state reason**
TR-1 Stabilized Construction Entrance/Exit	☐	☐	☐	
TR-2 Stabilized Construction Roadway	☐	☐	☐	
TR-3 Entrance/Outlet Tire Wash	☐	☐	☐	
NON-STORM WATER MANAGEMENT BMPs				
BMP	**BMP Considered for project**	**BMP Used**	**BMP Not Used**	**If not used, state reason**
NS-1 Water Conservation Practices	☐	☐	☐	
NS-2 Dewatering Operations	☐	☐	☐	
NS-3 Paving and Grinding Operations	☐	☐	☐	
NS-4 Temporary Stream Crossing	☐	☐	☐	
NS-5 Clear Water Diversion	☐	☐	☐	
NS-6 Illicit Connection/ Discharge	☐	☐	☐	
NS-7 Potable Water/Irrigation	☐	☐	☐	
NS-8 Vehicle and Equipment Cleaning	☐	☐	☐	
NS-9 Vehicle and Equipment Fueling	☐	☐	☐	
NS-10 Vehicle and Equipment Maintenance	☐	☐	☐	
NS-11 Pile Driving Operations	☐	☐	☐	
NS-12 Concrete Curing	☐	☐	☐	
NS-13 Concrete Finishing	☐	☐	☐	
NS-14 Material and Equipment Use Over Water	☐	☐	☐	
NS-15 Demolition Adjacent to Water	☐	☐	☐	
NS-16 Temporary Batch Plants	☐	☐	☐	
WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs				
BMP	**BMP Considered for project**	**BMP Used**	**BMP Not Used**	**If not used, state reason**
WM-1 Material Delivery and Storage	☐	☐	☐	
WM-2 Material Use	☐	☐	☐	
WM-3 Stockpile Management	☐	☐	☐	
WM-4 Spill Prevention and Control	☐	☐	☐	
WM-5 Solid Waste Management	☐	☐	☐	
WM-6 Hazardous Waste Management	☐	☐	☐	
WM-7 Contaminated Soil Management	☐	☐	☐	
WM-8 Concrete Waste Management	☐	☐	☐	
WM-9 Sanitary/Septic Waste Management	☐	☐	☐	
WM-10 Liquid Waste Management	☐	☐	☐	

SWPPP Completion Checklist

Yes = Complete
No = Incomplete/Deficient
N/A = Not applicable to project

Yes	No	N/A		Permit Section Citation
			A. A site description, including:	
			1. Project description, intended use after NOT	Part II.A.4.A.1
			2. Sequence of major activities	Part II.A.4.A.2
			3. Total & disturbed acreage	Part II.A.4.A.3
			4. Pre- and post-construction runoff coefficient OR soil/discharge data	Part II.A.4.A.4
			B. Responsible Parties: All parties dealing with the SWPPP and the areas they are responsible for on-site.	Part II.A.4.B
			C. Receiving Water.	Part II.A.4.C
			-MS4 Name	Part II.A.4.C
			-Ultimate Receiving Water	Part II.A.4.C
			D. Documentation of permit eligibility related to Impaired Water Bodies and Total Maximum Daily Loads (TMDL	
			1. Identify pollutant on 303(d) list or TMDL	Part II.A.4.D.1
			2. Is construction activity or the specific site listed as cause?	Part II.A.4.D.2
			3. Measures taken to reduce pollutants from the site.	Part II.A.4.D.3
			E. Attainment of Water Quality Standards After Authorization.	Part II.A.4.E
			F. Site Map --- See End of Evaluation Form	Part II.A.4.F
			G. Description of Controls:	
			1. Erosion and sediment controls, including:	
			a. Initial site stabilization	Part II.A.4.G.1.a
			b. Erosion and sediment controls	Part II.A.4.G.1.b
			c. Replacement of inadequate controls	Part II.A.4.G.1.c
			d. Removal of off-site accumulations	Part II.A.4.G.1.d
			e. Maintenance of sediment traps/basins @ 50% capacity	Part II.A.4.G.1.e
			f. Litter, construction debris and chemicals properly handled	Part II.A.4.G.1.f
			g. Off-site storage areas and controls	Part II.A.4.G.1.g
			2. Stabilization practices:	
			a. Description and schedule for stabilization	Part II.A.4.G.2.a
			b. Description of buffer areas	Part II.A.4.G.2.b
			c. Records of stabilization	Part II.A.4.G.2.c
			d. Deadlines for stabilization	Part II.A.4.G.2.d
			3. Structural Practices:	
			-Describe structural practices to divert flows, store flows, or otherwise limit runoff	Part II.A.4.G.3
			a. Sediment basins	Part II.A.4.G.3.a.1
			-Are more than 10 acres draining to a common point? If so, are sediment basins included?	Part II.A.4.G.3.a.1
			-Sediment basin dimensions and capacity description and calculations	Part II.A.4.G.3.a.1
			-If a basin wasn't practicable, are other controls sufficient?	Part II.A.4.G.3.a.1
			b. Velocity dissipation devices concentrated flow from 2 or more acres	Part II.A.4.G.3.b
			H. Other controls including:	
			1. Solid waste control measures	Part II.A.4.H.1
			2. Vehicle off-site tracking controls	Part II.A.4.H.2
			3. Compliance with sanitary waste disposal	Part II.A.4.H.4
			4. Does the site have a concrete washout area controls?	Part II.A.4.H.5
			5. Does the site have fuel storage areas, hazardous waste storage and/or truck wash areas controls?	Part II.A.4.H.6

SWPPP Completion Checklist

Yes	No	N/A		Permit Section Citation
			I. Identification of allowable non-storm water discharges	Part II.A.4.I
			-Appropriate controls for dewatering, if present	Part I.B.12.C
			J. Post construction stormwater management.	Part II.A.4.J
			K. State or local requirements incorporated into the plan.	Part II.A.4.K
			L. Inspections	
			1. Inspection frequency listed?	Part II.A.4.L.1
			2. Inspection form	Part II.A.4.L.2
			Ours.	
			If not ours, does it contain the following items:	
			a. Inspector name and title	Part II.A.4.L.2.a
			b. Date of inspection.	Part II.A.4.L.2.b
			c. Amount of rainfall and days since last rain event (14 day only)	Part II.A.4.L.2.c
			d. Approx beginning and duration of storm event	Part II.A.4.L.2.d
			e. Description of any discharges during inspection	Part II.A.4.L.2.e
			f. Locations of discharges of sediment/other pollutants	Part II.A.4.L.2.f
			g. BMPs in need of maintenance	Part II.A.4.L.2.g
			h. BMPs in working order, if maintenance needed (scheduled and completed)	Part II.A.4.L.2.h
			i. Locations that are in need of additional controls	Part II.A.4.L.2.i
			j. Location and dates when major construction activities begin, occur or cease	Part II.A.4.L.2.j
			k. Signature of responsible/cognizant official	Part II.A.4.L.2.k
			3. Inspection Records	Part II.A.4.L.3
			4. Winter Conditions	Part II.A.4.L.4
			5. Adverse Weather Conditions	Part II.A.4.L.5
			M. Maintenance Procedures	Part II.A.4.M
			N. Employee Training	Part II.A.4.N
			Signed Plan Certification	Part II.A.5. and Part II.B.10
			F. Site Map showing:	
			1. Pre-construction topographic view	Part II.A.4.F.1
			2. Drainage flow	Part II.A.4.F.2
			3. Approximate slopes after grading activities	Part II.A.4.F.2
			4. Areas of soil disturbance and areas not disturbed	Part II.A.4.F.3
			5. Location of major structural and non-structural controls.	Part II.A.4.F.4
			6. Location of main construction entrance and exit.	Part II.A.4.F.5
			7. Areas where stabilization practices are expected to occur.	Part II.A.4.F.6
			8. Locations of off-site materials, waste, borrow area or storage area.	Part II.A.4.F.7
			9. Locations of areas used for concrete wash-out.	Part II.A.4.F.8
			10. Locations of surface waters on site.	Part II.A.4.F.9
			11. Locations where water is discharged to a surface water or MS4.	Part II.A.4.F.10
			12. Storm water discharge locations.	Part II.A.4.F.11
			13. Areas where final stabilization has been accomplished.	Part II.A.4.F.12
			14. Legend for symbols/labels used	Part II.A.4.F.13
			15. Location of storm drain inlets on site or in immediate vicinity	Part II.A.4.F.14

SECTION 01 41 03 – ENDANGERED SPECIES ACT & BALD & GOLDEN EAGLE PROTECTION ACT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

B. US Endangered Species Act (ESA) - 1973

C. US Bald and Golden Eagle Protection Act - 16 U.S.C. 668-668c, 1940.

D. Section 02770 – ENVIRONMENTAL COMPLIANCE

E. Arkansas Department of Environmental Quality (ADEQ) General Stormwater Permit for Construction Activities (AR150000) November 1, 2011.

F. Any other applicable Federal, State or local regulation, ordinance, or other existing requirement of environmental compliance associated with construction activities.

1.2 SUMMARY

A. This Section includes the following:
   1. Protection of endangered species and Bald and Golden Eagles.

1.3 DEFINITIONS

A. Endangered Species: Species included on federal list maintained by the US Fish and Wildlife Service

1.4 PROJECT CONDITIONS

A. The project occurs within City of Fayetteville, AR limits, in the southern part of town near Town Branch Creek.

B. There are **NOT** known endangered species within the project work area.

C. Portions of the work area occur within areas of concern for endangered bats.

D. If the Contractor encounters threatened or endangered species during work, work shall be stopped and the Owner, Engineer and Environmental Professional shall be notified.

Work shall not be resumed while threatened or endangered species are present unless approved by USFWS.

1.5 PROJECT REQUIREMENTS

A. Contractor shall comply with all requirements of the US Endangered Species Act and Bald and Golden Eagle Protection Act.

B. Contractor shall comply with limitations on clearing and tree removal, work within waters of the US and other requirements due to project conditions or as Specified.

C. If a conflict exists between these Specifications and any referenced standard the more stringent requirements shall govern.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 014103

AUTHORIZATION TO DISCHARGE STORMWATER UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM AND THE ARKANSAS WATER AND AIR POLLUTION CONTROL ACT

In accordance with the provisions of the Arkansas Water and Air Pollution Control Act (Ark. Code Ann. 8-4-101 et seq.), and the Clean Water Act (33 U.S.C. 1251 et seq.), an

Operator of Facilities with Stormwater Discharges Associated with Construction Activity

is authorized to discharge to all receiving waters except as stated in Part I.B.11 (Exclusions).

For facilities that are eligible for coverage under this General Permit (GP), the Department sends a cover letter (Notice of Coverage with tracking permit number which starts with ARR15) and a copy of the permit to the facility. The cover letter includes the Department's determination that a facility is covered under the GP and may specify alternate requirements outlined in the permit.

Effective Date: November 1, 2016

Expiration Date: October 31, 2021

Caleb J. Osborne
Associate Director, Office of Water Quality
Arkansas Department of Environmental Quality

5/4/16
Issue Date

PART I
PERMIT REQUIREMENTS

Information in **Part I** is organized as follows:

Section A: Definitions with Included Commentary
Section B: Coverage Under this Permit:

1. Permitted Area
2. Eligibility
3. Responsibilities of the Operator
4. Where to Submit
5. Requirements for Qualifying Local Program (QLP)
6. Requirements for Coverage
7. Notice of Intent (NOI) Requirements
8. Posting Notice of Coverage (NOC)
9. Applicable Federal, State or Local Requirements
10. Allowable Non-Stormwater Discharges
11. Limitations on Coverage (Exclusions)
12. Short Term Activity Authorization (STAA)
13. Effluent Limitation Guidelines (ELG)
14. Natural Buffer Zones
15. Waivers from Permit Coverage
16. Notice of Termination (NOT)
17. Responsibilities of the Operator of a Larger Common Plan of Development for a Subdivision
18. Change in Operator
19. Late Notifications
20. Failure to Notify
21. Maintenance
22. Releases in Excess of Reportable Quantities
23. Attainment of Water Quality Standards
24. Requiring an Individual Permit

SECTION A: DEFINITIONS WITH INCLUDED COMMENTARY

1. "**ADEQ**" or "**Department**" is referencing the Arkansas Department of Environmental Quality. The Department is the governing authority for the National Pollutant Discharge Elimination System program in the state of Arkansas.

2. "**Arkansas Pollution Control and Ecology Commission**" shall be referred to as APCEC throughout this permit.

3. "**Automatic Coverage**" is for those sites that are defined as a small construction site.

4. "**Best Management Practices (BMPs)**" schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to Waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. According to the EPA BMP manual, the use of hay-bales in concentrated flow areas is not recommended as a best management practice.

5. "**Cognizant Official**" a duly authorized representative, as defined in Part II.B.9.B.

6. "**Commencement of Construction**" the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction-related activities.

7. "**Contaminated**" means a substance the entry of which into the MS4, Waters of the State, or Waters of the United States may cause or contribute to a violation of Arkansas water quality standards.

8. "**Control Measure**" as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to Waters of the State.

9. "**Construction Site**" an area upon which one or more land disturbing construction activities occur that in total will disturb one acre or more of land, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan such that the total disturbed area is one acre or more.

10. "**CWA**" the Clean Water Act or the Federal Water Pollution Control Act.

11. "**Dedicated Portable Asphalt Plant**" a portable asphalt plant that is located on or contiguous to a construction site that provides asphalt only to the construction site on which the plant is located or adjacent to. The term does not include facilities that are subject to the asphalt emulsion effluent guideline limitations at 40 CFR Part 443.

12. "**Dedicated Portable Concrete Plant**" a portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site on which the plant is located on or adjacent to.

13. "**Detention Basin**" a detention basin is an area where excess stormwater is stored or held temporarily and then slowly drains when water levels in the receiving channel recede. In essence, the water in a detention basin is temporarily detained until additional room becomes available in the receiving channel.

14. "**Director**" the Director, Arkansas Department of Environmental Quality, or a designated representative.

15. "**Discharge**" when used without qualification means the "discharge of a pollutant".

16. "**Discharge of Stormwater Associated with Construction Activity**" as used in this permit, refers to a discharge of pollutants in stormwater runoff from areas where soil disturbing activities (e.g., clearing, grading, or excavation), construction materials or equipment storage or maintenance (e.g., fill piles, borrow area, concrete truck washout, fueling), or other industrial stormwater directly related to the construction process (e.g., concrete or asphalt batch plants) are located.

17. "**Discharge-Related Activities**" as used in this permit, include: activities that cause, contribute to, or result in stormwater point source pollutant discharges, including but not limited to: excavation, site development, grading and other surface disturbance activities; management of solid waste and debris; and measures to control stormwater including the construction and operation of BMPs to control, reduce or prevent stormwater pollution.

18. "**Disturbed area**" the total area of the site where any construction activity is expected to disturb the ground surface. This includes any activity that could increase the rate of erosion, including, but not limited to, clearing, grubbing, grading, excavation, demolition activities, haul roads, and areas used for staging. Also included are stockpiles of topsoil, fill material and any other stockpiles with a potential to create additional runoff.

19. "**Drainageway**" an open linear depression, whether constructed or natural, that functions for the collection and drainage of surface water.

20. "**Duly Authorized Representative**" a representative of the Responsible Official meeting the requirements specified in Part II.B.9.B.

21. "**Eligible**" qualified for authorization to discharge stormwater under this general permit.

22. "**Erosion**" the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

23. "**ERW**" Extraordinary Resource Water, in accordance with Regulation 2.

24. "**ESW**" Ecologically Sensitive Waterbodies, in accordance with Regulation 2.

25. "**Facility**" or "**Activity**" any NPDES "point source" or any other facility or activity (including land or appurtenances thereto) that is subject to regulation under the NPDES program.

26. "**Final Stabilization**":

A. All soil disturbing activities at the site have been completed and either of the two following criteria are met:

   1) A uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 80% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
   2) Equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

B. When background native vegetation will cover less than 100% of the ground (e.g., arid areas, beaches), the 80% coverage criteria is adjusted as follows: if the native vegetation covers 50% of the ground, 80% of 50% (0.80 x 0.50 = 0.40) would require 40% total cover for final stabilization. On a beach with no natural vegetation, no stabilization is required.

C. For individual lots in residential construction, final stabilization means that either:

1) The homebuilder has completed final stabilization as specified above, or
2) The homebuilder has established temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for, and benefits of, final stabilization.

D. For construction projects on land used for agricultural purposes (e.g., pipelines across crop or range land, staging areas for highway construction, etc.), final stabilization may be accomplished by returning the disturbed land to its pre-construction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to "Waters of the State", and areas which are not being returned to their pre-construction agricultural use shall meet the final stabilization criteria in A, B, or C above.

27. "**Grading Activities**" as used in this permit are those actions that disturb the surface layer of the ground to change the contouring, surface drainage pattern, or any other slope characteristics of the land without significantly adding or removing on-site rock, soil, and other materials. This can include demolition, excavation, and filling.

28. "**Infrastructure**" streets, drainage, curbs, utilities, etc.

29. "**Impaired Water**" a waterbody listed in the current, approved Arkansas 303(d) list.

30. "**Landscaping**" improving the natural beauty of a piece of land (i.e. entrance of subdivision) through plantings or altering the contours of the ground.

31. "**Large and Medium Municipal Separate Storm Sewer System**" all municipal separate storm sewer systems that are either:

A. Located in an incorporated place with a population of 100,000 or more as determined by the latest Decennial Census by the Bureau of Census: or
B. Located in the counties with unincorporated urbanized populations of 100,000 or more, except municipal, separate storm sewers that are located in the incorporated places, townships or towns within such counties; or
C. Owned or operated by a municipality other than those described in paragraphs A or B and that are designated by the Director as part of the large or medium municipal separate storm sewer system.

32. "**Large Construction Site**" construction activity including clearing, grading and excavation, **except** operations that result in the disturbance of less than five acres of total land area. Construction activity also includes the disturbance of less than five acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres. (Please see Part I.B.15 for partial waivers.)

33. "**Larger Common Plan of Development**" a contiguous (sharing a boundary or edge; adjacent; touching) area where multiple and distinct construction activities may be taking place at different times on different schedules under one plan. Such a plan might consist of many small projects (e.g. a common plan of development for a residential subdivision might lay out the streets, house lots, and areas for parks, schools and commercial development that the developer plans to build or sell to others for development). All these areas would remain part of the common plan of development or sale. The following items can be used as guidance for deciding what might or might not be considered a "Common Plan of Development or Sale." The "plan" in a common plan of development or sale is broadly defined as any announcement or piece of documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. The applicant shall still meet the definition of operator in order to be required to get permit coverage,

regardless of the acreage that is personally disturbed.

If a smaller project (i.e., less than 1 acre) is part of a large common plan of development or sale (e.g., you are building a residential home on a ½ acre lot in a 40 acre subdivision or are putting in a fast food restaurant on a ¾ acre pad that is part of a 20 acre retail center), permit coverage is required. Under 40 CFR 122.26(b)(2)(vi), smaller parts of a larger common plan of development are automatically authorized under this general permit and should follow the conditions of a site with automatic coverage set forth in this permit (see Part I.B.6.A).

34. **"Natural Buffer"** for purposes of this permit, an area of undisturbed natural cover surrounding surface waters. Natural cover includes vegetation, exposed rock, or barren ground that exists prior to commencement of construction activities at the site.

35. **"NOC"** Notice of Coverage.

36. **"NOI"** Notice of Intent to be covered by this permit.

37. **"NOT"** Notice of Termination.

38. **"NSW"** Natural and Scenic Waterways, in accordance with Regulation 2.

39. **"Operator"/ "Permittee"** for the purpose of this permit and in the context of stormwater associated with construction activity, means any person (an individual, association, partnership, corporation, municipality, state or federal agency) who has the primary management and ultimate decision-making responsibility over the operation of a facility or activity. The operator is responsible for ensuring compliance with all applicable environmental regulations and conditions.

In addition, for purposes of this permit and determining who is an operator, ''owner'' refers to the party that owns the structure being built. Ownership of the land where construction is occurring does not necessarily imply the property owner is an operator (e.g., a landowner whose property is being disturbed by construction of a gas pipeline or a landowner who allows a mining company to remove dirt, shale, clay, sand, gravel, etc. from a portion of his property). Likewise, if the erection of a structure has been contracted for, but possession of the title or lease to the land or structure is not to occur until after construction, the would-be owner may not be considered an operator (e.g., having a house built by a residential homebuilder).

40. **"Outfall"** a point source where stormwater leaves the construction site.

41. **"Owner"** the owner or operator of any "facility or activity" subject to regulation under the NPDES program. In addition, for purposes of this permit and determining who is an operator, ''owner'' refers to the party that owns the structure being built. Ownership of the land where construction is occurring does not necessarily imply the property owner is an operator (e.g., a landowner whose property is being disturbed by construction of a gas pipeline). Likewise, if the erection of a structure has been contracted for, but possession of the title or lease to the land or structure is not to occur until after construction, the would-be owner may not be considered an operator (e.g. having a house built by a residential homebuilder).

42. **"Physically Interconnected"** means that one municipal separate storm sewer system is connected to a second municipal separate storm sewer system in such a way that it allows for direct discharges into the second system.

43. **"Point Source"** any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

44. "**Qualified Local Program**" is a municipal program for stormwater discharges associated with construction sites that has been formally approved by the Department.

45. "**Qualified personnel**" a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.

46. "**Regulated Small Municipal Separate Storm Sewer System**" all municipal separate storm sewer systems that are either:

A. Located within the boundaries of an "urbanized area" with a population of 50,000 or more as determined by the latest Decennial Census by the Bureau of Census; or
B. Owned or operated by a municipality other than those described in paragraph A and that serve a jurisdiction with a population of at least 10,000 and a population density of at least 1,000 people per square mile; or
C. Owned or operated by a municipality other than those described in paragraphs A and B and that contributes substantially to the pollutant loadings of a "physically interconnected" municipal separate storm sewer system.

47. "**Retention Basin**" a basin that is designed to hold the stormwater from a rain event and allow the water to infiltrate through the bottom of the basin. A retention basin also stores stormwater, but the storage of the stormwater would be on a more permanent basis. In fact, water often remains in a retention basin indefinitely, with the exception of the volume lost to evaporation and the volume absorbed into the soils. This differs greatly from a detention basin, which typically drains after the peak of the storm flow has passed, sometimes while it is still raining.

48. "**Runoff Coefficient**" the fraction of total rainfall that will appear at the conveyance as runoff.

49. "**Sediment**" material that settles to the bottom of a liquid.

50. "**Sediment Basin**" a basin that is designed to maintain a 10 year-24 hour storm event for a minimum of 24-hours in order to allow sediment to settle out of the water.

51. "**Small Construction Site**" construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance.

52. "**Stormwater**" stormwater runoff from rainfall, snow melt runoff, and surface runoff and drainage.

53. "**Stormwater Associated with Construction Activity**" the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to construction activity.

54. "**Stormwater Pollution Prevention Plan (SWPPP or SWP3)**" a plan that includes site map(s), an identification of construction/contractor, activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants (BMPs).

55. "**Temporary Sediment Controls**" controls that are installed to control sediment runoff from the site. These could be silt fencing, rock check dams, etc.

56. "**Total Maximum Daily Load**" **or** "**TMDL**" the sum of the individual wasteload allocations (WLAs) for point sources and load allocations (LAs) for non-point sources and natural background. If the receiving water has only one point source discharger, the TMDL is the sum of that point source WLA plus the LAs for any non-point sources of pollution and natural background sources, tributaries, or adjacent segments. TMDLs can be expressed in terms of mass per time, toxicity, or other appropriate measure.

57. "**Uncontaminated**" cannot exceed the water quality standards as set forth in APCEC Regulation 2.

58. "**Urbanized Area**" the areas of urban population density delineated by the Bureau of the Census for statistical purposes and generally consisting of the land area comprising one or more central place(s) and the adjacent densely settled surrounding area that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile as determined by the latest Decennial Census by the Bureau of Census.

59. "**Waters of the State**" Waters of the State means all streams, lakes, marshes, ponds, watercourses, waterways, wells, springs, irrigation systems, drainage systems, and all other bodies or accumulations of water, surface and underground, natural or artificial, public or private, which are contained within, flow through, or border upon this state or any portion of the state.

SECTION B: COVERAGE UNDER THIS PERMIT

Introduction

This Construction General Permit (CGP) authorizes stormwater discharges from large and small construction activities that result in a total land disturbance of equal to or greater than one acre. This GP also authorizes discharges from construction activities that result in a total land disturbance of less than five acres where the construction activity is included in a larger common plan, where those discharges enter surface Waters of the State or a Municipal Separate Storm Sewer System (MS4) leading to surface Waters of the State subject to the conditions set forth in this permit. This permit also authorizes stormwater discharges from any other construction activity designated by ADEQ where ADEQ makes that designation based on the potential for contribution to an excursion of a water quality standard or for significant contribution of pollutants to Waters of the State. This permit replaces the permit issued in 2011. The goal of this permit is to minimize the discharge of stormwater pollutants from construction activity. The Operator should make sure to read and understand the conditions of the permit. A copy of the General Stormwater Construction Permit is available on the ADEQ web site at https://www.adeq.state.ar.us/water/permits/npdes/stormwater/ . You may also obtain a hard copy by contacting the ADEQ's General Permits Section at (501) 682-0623.

1. **Permitted Area.** If a large or small construction activity is located within the State of Arkansas, the operator may be eligible to obtain coverage under this permit.

2. **Eligibility.** Permit eligibility is limited to discharges from "large" and "small" construction activity, or as otherwise designated by ADEQ. This general permit contains eligibility restrictions, as well as permit conditions and requirements. Operators may have to take certain actions to be eligible for coverage under this permit. In such cases, operators shall continue to satisfy those eligibility provisions to maintain permit authorization. If operators do not meet the requirements that are a pre-condition to eligibility, then resulting discharges constitute unpermitted discharges. By contrast, if operators are eligible for coverage under this permit and do not comply with the requirements of the general permit, they may be in violation of the general permit for otherwise eligible discharges.

   A. This general permit authorizes discharges from construction activities as defined in 40 CFR 122.26(a), 40 CFR 122.26(b)(14)(x), 40 CFR 122.26(b)(15)(i) and 40 CFR Part 450.

   B. This permit also authorizes stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, materials storage areas, excavated material disposal areas, borrow areas) provided:

      1) The support activity is directly related to a specific construction site that is required to have NPDES permit coverage for discharges of stormwater associated with the construction activity;
      2) The support activity is not a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the construction activity at the last construction project it supports;
      3) Pollutant discharges from support activity areas are minimized in compliance with conditions of this permit; and
      4) Discharges from the support activity areas shall be identified in a Stormwater Pollution Prevention Plan (SWPPP) stating appropriate controls and measures for the area.

   C. Other activities may be considered for this permit at the discretion of the Director as defined in 40 CFR 122.26(b)(15)(ii).

3. **Responsibilities of the Operator.** Permittees with operational control are responsible for compliance with all applicable

terms and conditions of this permit as it relates to their activities on the construction site, including protection of endangered species and implementation of BMPs and other controls required by the SWPPP. Receipt of this general permit does not relieve any operator of the responsibility to comply with any other applicable federal, state or local statute, ordinance or regulation.

4. **Where to Submit.** The operator shall submit a complete and signed Notice of Intent (NOI), Stormwater Pollution Prevention Plan (SWPPP), and application fee to the Department at the following address:

   Arkansas Department of Environmental Quality
   Discharge Permits Section
   5301 Northshore Drive
   North Little Rock, AR 72118-5317

   Or by electronic mail (Complete documents (NOI and SWPPP) must be submitted in PDF format) to:

   Water-permit-application@adeq.state.ar.us ;

   Or through the ADEQ ePortal site which can be found at the following link:

   https://eportal.adeq.state.ar.us/

   NOTE: Notice of Coverage (NOC) will **NOT** be issued until payment has been received by ADEQ.

5. **Requirements for Qualifying Local Program (QLP).** The Department reviews and approves the QLPs to ensure that they meet or supersede both state and federal requirements outlined in this permit and 40 CFR 122.44(s). ADEQ will review the QLP at least every 5 years for recertification. If the Department approves a QLP, then the QLP requirements shall at the minimum meet the Department's requirements. This would include all templates and forms. This permit may be modified to add new QLPs or modify existing QLPs at the Department's discretion. All public notice and other applicable costs incurred by the modification of the permit for the addition or modification of a QLP will be paid by the QLP.

   If a small construction site is within the jurisdiction of a QLP, the operator of the small construction site is authorized to discharge stormwater associated with construction activity under QLP permit requirements only.

   At the time of issuance of this permit, only the City of Hot Springs is meeting the ADEQ minimum requirements.

6. **Requirements for Coverage.**

   A. *Small Construction Sites.* An operator of a small construction site will be considered to have automatic coverage under this general permit and may discharge without submitting to the Department a Notice of Intent (NOI), Stormwater Pollution Prevention Plan (SWPPP) or fee if the following conditions are met:

      1) A completed Notice of Coverage (NOC) must be posted at the site prior to commencing construction;
      2) A Stormwater Pollution Prevention Plan must be prepared in accordance with good engineering practice as described in Reg.6.203(B), and a copy must be maintained at the construction site;
      3) All permit conditions set forth in this general permit must be followed; and
      4) The operator is responsible for ensuring that the site is in compliance with any changes or updates of this general permit, by either contacting ADEQ or reviewing the ADEQ website:

https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

B. *Large Construction Sites*. An operator of a large construction site discharging under this general permit shall submit the following items at least 10 business days prior to the commencement of construction:

1) An NOI in accordance with the requirements of Part I.B.7 of this permit.
2) A complete SWPPP in accordance with the requirements of Part II.A of this permit.
3) An initial permit fee shall accompany the NOI under the provisions of APCEC Regulation No. 9. Subsequent annual fees will be billed by the Department until the operator has requested a termination of coverage by submitting a Notice of Termination (NOT). Failure to remit the required initial permit fee shall be grounds for the Director to deny coverage under this general permit. Failure to remit the required annual fees shall be grounds for the Director to revoke coverage under this permit.

C. Modification of Permit Coverage to Include Additional Acreage. Any request to increase the total acreage of a construction site shall be accompanied by a $200 permit modification fee and an updated SWPPP. Any request to only increase the disturbed acreage without changing the total acreage shall be accompanied by an updated SWPPP. A $200 permit modification fee is not required with an increase in disturbed acreage. The Additional Acreage Request Form can be found at the following link:

https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

7. Notice of Intent (NOI) Requirements.

A. *NOI Form*. Large construction site operators who intend to seek coverage for a stormwater discharge under this general permit shall submit a complete and accurate ADEQ NOI form to the Department (through hard copy, electronic mail at Water-permit-application@adeq.state.ar.us , or the ADEQ ePortal system at https://eportal.adeq.state.ar.us/) at least 10 business days prior to the date coverage under this permit is desired. The NOI form **must** be the current version obtained from the stormwater webpage indicated above in Part I.B.

If the NOI is deemed incomplete, the Department will notify the applicant with regard to the deficiencies by a letter, email, or phone within ten (10) business days of the receipt of the NOI. If the operator does not receive a notification of deficiencies from ADEQ's receipt of the NOI, the NOI is deemed complete. If the applicant does not provide the Department with the requested deficiencies within the deadline set by the Department, then the Department will return the NOI, fee and SWPPP back to the applicant.

B. *Contents of the NOI*. The NOI form contains, at a minimum, the following information:

1) Operator (Permittee) information (name, address, telephone and fax numbers, E-mail address)
2) Whether the operator is a federal, state, private, public, corporation, or other entity
3) Application Type: New or renewal
4) Invoice mailing information (name, address, and telephone and fax numbers)
5) Project Construction site information (name, county, address, contact person, directions to the site, latitude and longitude for the entrance of the site or the endpoints for linear project (in degrees, minutes, and seconds), estimated construction start date and completion date through site final stabilization, estimate of the total project acreage and the acreage to be disturbed by the operator submitting the NOI, type of the project (subdivision, school, etc), whether the project is part of a larger common plan of development.)

6) Discharge information (name of the receiving stream, ultimate receiving stream, name of municipal storm sewer system)
7) List of current permits
8) The Certification statement and signature of a qualified signatory person in accordance with 40 CFR 122.22, as adopted by reference in APCEC Regulation No. 6
9) The certification of the facility corporation
10) Other information (location of the SWPPP)
11) And the SIC Code.

C. *Notice of Coverage (NOC).* Unless notified by the Director to the contrary, dischargers who submit a complete NOI and SWPPP in accordance with the requirements of this permit are authorized to discharge stormwater from construction sites under the terms and conditions of this permit 10 business days after the date the NOI is deemed complete (which may not be the original submission date if revisions or additions were necessary) by ADEQ. If the NOC has not been received by the permittee 10 business days after the date the NOI is deemed complete by ADEQ, the NOI should be posted until the NOC is received. Upon review of the NOI and other available information, the Director may deny coverage under this permit and require submittal of an application for an individual NPDES permit.

8. Posting Notice of Coverage (NOC).

A. *Automatic Coverage Sites.* The NOC for small sites, as defined in Part I.A.51, can be obtained from the Water Division's Stormwater webpage at:

https://www.adeq.state.ar.us/water/permits/npdes/stormwater/ .

The NOC must be posted at the site prior to commencing construction. In addition, a copy of the SWPPP must be available at the construction site in accordance with Part II.A.2.B and D prior to commencing construction.

B. *Large Sites: NOC Posting for Large Construction Sites.* The posting for large construction sites shall be obtained from the Department only after the permittee has submitted the required NOI, permit fee and complete SWPPP to the Department for the coverage.

C. *Linear Projects.* If the construction project is a linear construction project (e.g., pipeline, highway, etc.), the notice shall be placed in a publicly accessible location near where construction is actively underway and moved as necessary.

Please note, this permit does not provide the public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that the permittee allow members of the public access to a construction site.

9. Applicable Federal, State or Local Requirements. The operator shall ensure that the stormwater controls implemented at the site are consistent with all applicable federal, state, or local requirements. Additionally, an operator who is operating under approved local erosion and sediment plans, grading plans, local stormwater permits, or stormwater management plans shall submit signed copies of the Notice of Intent (NOI) to the local agency (or authority) upon the local agency's request.

10. Allowable Non-Stormwater Discharges.

A. The following non-stormwater discharges as part of the construction permit activity may be authorized by this permit through appropriate controls. Non-stormwater discharges shall be addressed in the stormwater pollution prevention plan and measures to minimize or eliminate non-stormwater discharge should be taken if reasonably possible.
1) Fire fighting activities;
2) Fire hydrant flushings;

3) Water used to wash vehicles (where detergents or other chemicals are not used) or to control dust in accordance with Part II.A.4.H.2;
4) Potable water sources including uncontaminated waterline flushings;
5) Landscape Irrigation;
6) Routine external building wash down which does not use detergents or other chemicals;
7) Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents or other chemicals are not used;
8) Uncontaminated air conditioning compressor condensate (See Part I.B.13.C of this permit);
9) Uncontaminated springs, excavation dewatering and groundwater (See Part I.B.13.C of this permit);
10) Foundation or footing drains where flows are not contaminated with process materials such as solvents (See Part I.B.13.C of this permit).

11. **Limitations on Coverage (Exclusions).** The following stormwater discharges associated with construction activity are not covered by this permit:

A. *Post Construction Discharge*. Stormwater discharges associated with construction activities that originate from the site after construction activities have been completed, the site has undergone final stabilization, and the permit has been terminated.

B. *Discharges Mixed with Non-Stormwater*. Stormwater discharges that are mixed with sources of non stormwater other than those identified in Part I.B.10.

C. *Discharges Covered by another Permit*. Stormwater discharges associated with construction activity that are covered under an individual or an alternative general permit may be authorized by this permit after an existing permit expires, provided the expired permit did not establish numeric effluent limitations for such discharges.

D. *Discharges into Receiving Waters with an Approved TMDL*. Discharges from a site into receiving waters for which there is an established total maximum daily load (TMDL) allocation (https://www.adeq.state.ar.us/water/planning/integrated/tmdl/) are not eligible for coverage under this permit unless the permittee develops and certifies a stormwater pollution prevention plan (SWPPP) that is consistent with the assumptions and requirements in the approved TMDL. To be eligible for coverage under this general permit, operators shall incorporate into their SWPPP any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. If a specific numeric allocation has been established that would apply to the project's discharges, the operator shall incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation. If a numeric limit has been assigned to the facility, quarterly monitoring shall be submitted to the Department demonstrating compliance with the assigned Waste Load Allocation established in the TMDL. Please note that the Department will be reviewing this information. If it is determined that the project will discharge into a receiving stream with a TMDL, then the Department may require additional BMPs.

E. *Discharges into Impaired Receiving Waters (303(d) List)*. If stormwater discharges from a site enter a receiving water listed as impaired under Section 303(d) of the Clean Water Act (https://www.adeq.state.ar.us/water/planning/integrated/), the permittee shall incorporate into the SWPPP any additional BMPs needed to sufficiently protect water quality. Please note that the Department will be reviewing this information. If it is determined that the project will discharge to an impaired water body, then the Department may require additional BMPs.

F. Discharges into an Extraordinary Resource Water (ERW), Natural and Scenic Waterway (NSW), or Ecologically Sensitive Waterbody (ESW). Discharges from a construction site located within the watershed of any water body or

waterway designated as an Outstanding Resource Water as defined in the APC&EC Regulation No. 2.203, including ERWs, NSWs, or ESWs are not eligible for coverage under this permit unless the permittee develops and certifies a SWPPP that includes additional BMPs needed to prevent to the maximum extent possible exposure to stormwater of pollutants that could potentially impact water quality. For the purposes of this permit, the watershed of an Outstanding Resource Water will be identified by the United States Geological Survey's twelve (12) digit Hydrological Unit Code (HUC). Please note that the Department will be reviewing this information. If the site will discharge to an ERW, NSW, or ESW, then the Department may determine that additional requirements are necessary.

12. **Short Term Activity Authorization (STAA).** Any work being conducted in Waters of the State will require a Short Term Activity Authorization (STAA) from ADEQ in accordance with Regulation 2.305. An STAA is necessary for any in-stream activity that has the potential to exceed the water quality standards, including, but not limited to: gravel removal, bridge or crossing repair/maintenance, bank stabilization, debris removal, culvert replacement, flood control projects, and stream relocation. Any work being conducted in Waters of the United States may require a Section 404 permit from the U.S. Army Corps of Engineers. This permit does not authorize any activity under an STAA or Section 404 permit. The necessary forms to apply for coverage under an STAA can be found at the following link:

https://www.adeq.state.ar.us/water/planning/instream/

The SWPPP shall be updated to include a copy of the Short Term Activity Authorization letter upon receipt. Re-submittal of the SWPPP is not required unless specifically requested by the Department.

13. **Effluent Limitation Guidelines (ELG).** All permittees shall comply with the following effluent limits:

A. *Erosion and Sediment Controls.* Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls shall be designed, installed and maintained to:

1) Control stormwater volume and velocity to minimize soil erosion in order to minimize pollutant discharges;
2) Control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points;
3) Minimize the amount of soil exposed during construction activity;
4) Minimize the disturbance of steep slopes;
5) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls shall address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
6) Provide and maintain natural buffers around Waters of the State, direct stormwater to vegetated areas and maximize stormwater infiltration to reduce pollutant discharges, unless infeasible;
7) Minimize soil compaction. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted; and
8) Unless infeasible, preserve topsoil. Preserving topsoil is not required where the intended function of a specific area of the site dictates that the topsoil be disturbed or removed.

B. *Soil Stabilization.* Stabilization of disturbed areas must, at a minimum, be initiated immediately (unless weather conditions do not allow immediate initiation) whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permitting authority. Stabilization must be completed within a period of time determined by the

permitting authority. In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed.

C. *Dewatering*. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. There shall be no turbid discharges to Waters of the State resulting from dewatering activities. If trench or ground waters contain sediment, it shall pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag, or comparable practice. Ground water dewatering which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care shall be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.

D. *Pollution Prevention Measures*. Design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures shall be designed, installed, implemented and maintained to:

1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters shall be treated in a sediment basin or BMP control that provides equivalent or better treatment prior to discharge;
2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use); and
3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.

E. *Prohibited discharges*. The following discharges are prohibited:

1) Wastewater from washout of concrete, unless managed by an appropriate control;
2) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
3) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
4) Soaps or solvents used in vehicle and equipment washing.

F. *Surface Outlets*. When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible.

14. Natural Buffer Zones. A natural buffer zone as stated below shall be maintained at all times. Exceptions from this requirement for areas such as water crossings, limited water access, and restoration of the buffer are allowed if the permittee fully documents in the SWPPP the circumstances and reasons for the buffer zone encroachment. Additionally, this requirement is not intended to interfere with any other ordinance, rule or regulation, statute or other provision of law.

A. For construction projects where clearing and grading activities will occur, the SWPPP shall provide at least twenty-five (25) feet of natural buffer zone, as measured horizontally from the top of the bank to the disturbed area, from any Waters of the State.

B. The Department may also require up to fifty (50) feet of natural buffer zone, as measured from the top of the bank to the disturbed area, from established TMDL water bodies, streams listed on the 303(d) list, an Extraordinary Resource

Water (ERW), Ecologically Sensitive Waterbody (ESW), Natural and Scenic Waterway (NSW), or any other uses at the discretion of the Director.

C. Linear projects will be evaluated individually by the Department to determine natural buffer zone setbacks.

15. **Waivers from Permit Coverage.** The Director may waive the otherwise applicable requirements of this general permit for stormwater discharges from construction activities under the terms and conditions described in this section.

A. *Waiver Applicability and Coverage*. Based upon 40 CFR 122.26.b.15.i.A, operators of small construction activities may apply for and receive a waiver from the requirements to obtain this permit.

B. *No Stormwater Leaving the Site*. If all of the stormwater from the construction activity is captured on-site under any size storm event and allowed to evaporate, soak into the ground on-site, or is used for irrigation, a permit is not needed.

C. *TMDL Waivers*. This waiver is available for sites with automatic coverage if the ADEQ has established or approved a TMDL that addresses the pollutant(s) of concern and has determined that controls on stormwater discharges from small construction activity are not needed to protect water quality. The pollutant(s) of concern include sediment (such as total suspended solids, turbidity or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. Information on TMDLs that have been established or approved by ADEQ is available from ADEQ online at

https://www.adeq.state.ar.us/water/planning/integrated/tmdl/.

16. **Notice of Termination (NOT).** When all construction activities that disturbed soil are complete, the site has reached final stabilization (100% stabilization with 80% density, or as defined in Part I.A.26.B for sites where background native vegetation will cover less than 100% of the ground), all stormwater discharges from construction activities authorized by this permit are eliminated and all temporary sediment controls are removed and properly disposed, the operator of the facility may submit a complete Notice of Termination (NOT) to the Director. Along with the NOT, pictures that represent the entire site should be submitted for review. Final stabilization is not required if the land is returned to its pre-construction agriculture use. Operators of small construction sites are not required to submit NOTs for their construction sites. However, final stabilization is required on all sites. If a Notice of Termination is not submitted when the project is completed, the operator will be responsible for annual fees.

17. **Responsibilities of the Operator of a Larger Common Plan of Development for a Subdivision.**

A. The operator is ultimately responsible for the runoff from the perimeter of the entire development. Regardless of the reason for the runoff, the operator is responsible for ensuring sufficient overall controls of the development.

B. The operator shall not terminate the permit coverage until the following conditions have been met:

1) After all construction including landscaping and lot development has been completed; and
2) All lots are sold and developed.

The following exceptions to this requirement can apply:

a. less than 100% sold and developed at the discretion of the Director, or
b. Separation of the larger common plan if twenty-four (24) months have passed with no construction activity, or
c. All lots are developed and there are no temporary common controls for subdivision outfalls, i.e. sediment

basins, large sediment traps, check dams, etc.

3) If lots are sold and then re-sold to a third party, permit coverage should be obtained by each of the operators while they have ownership of the lots. The second owner is responsible for obtaining the same certification from the third owner, i.e. the certification shall pass from owner to owner.

C. The operator shall not terminate permit coverage until the operators of all of the individual lots within the larger common plan are notified of their permitting requirements under this general permit. In this case, the signed certification statements from each operator of individual lots shall be maintained in the stormwater pollution prevention plan for the large common plan. A copy of the signed certifications shall be submitted to ADEQ with the NOT. The certification shall be as follows:

"I, _____, operator of an individual lot #_____, block #_____ of _____ subdivision, certify under penalty of law that I was notified by the operator of the larger common plan of the stormwater permitting requirements for my construction site(s). I understand prior to commencement of any construction activity I have to prepare and comply with a SWPPP and post the Construction Site Notice. I understand that prior to the sale of this lot to another party; I must notify the new owner of ADEQ requirements and obtain this certification from the new owner."

Signature _____

D. The following examples are provided as clarification:

1) If a small portion of the original common plan of development remains undeveloped and there has been a period of time (i.e., more than 24 months) where there are no ongoing construction activities (i.e., all areas are either undisturbed or have been finally stabilized), operators may re-evaluate the original project based on the acreage remaining from the original "common plan." If less than five but more than one acre remains to build out the original "common plan", coverage under the large permit may not be required. However, operators will need to comply with the terms and conditions for Small Construction Sites in the Construction General Permit. If less than one acre remains of the original common plan, the individual project may be treated as a part of a less than one acre development and no permit would be required.
2) If operators have a long-range master plan of development where some portions of the master plan are conceptual rather than a specific plan of future development and the future construction activities would, if they occur at all, happen over an extended period of time (i.e., more than 24 months), operators may consider the "conceptual" phases of development to be separate "common plans" provided the periods of construction for the physically interconnected phases will not overlap.
3) Where discrete construction projects within a larger common plan of development or sale are located ¼ mile or more apart and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale provided any interconnecting road, pipeline or utility project that is part of the same "common plan" is not concurrently being disturbed. For example, an interconnecting access road or pipeline were under construction at the same time, they would generally be considered as a part of a single "common plan" for permitting purposes.
4) If the operator sells all the lots in the subdivision to one or more multi-lot homebuilder(s), provisions shall be made to obtain stormwater permit coverage by one of the following options:
   a. The permit may be transferred from the first "operator" to the new/second "operator".
   b. A new, separate permit may be obtained by the second "operator".
      NOTE: If a new permit is to be obtained, then it shall be obtained before the first/original permit is terminated.
5) If the operator retains ownership of any lots in the subdivision, the operator shall maintain permit coverage for those lots under the original permit. The operator shall modify the Stormwater Pollution Prevention Plan (SWPPP)

by stating which lots are owned and marking the lots on the site map. If there are one (1) or two (2) lots remaining and the total acreage is less than five (5) acres, the original permit could be terminated and those lots could be covered as a small site.

18. **Change in Operator.** For stormwater discharges from large construction sites where the operator changes, including instances where an operator is added after the initial NOI has been submitted, the new operator shall ensure that a permit transfer form is received by the Department at least two (2) weeks prior to the operator beginning work at the site.

19. **Late Notifications.** A discharger is not precluded from submitting an NOI in accordance with the requirements of this part after the dates provided in Part I.B.7 of this permit. In such instances, the Director may bring an enforcement action for failure to submit an NOI in a timely manner or for any unauthorized discharges of stormwater associated with construction activity that have occurred on or after the dates specified in this permit.

20. **Failure to Notify.** The operator of a construction site who fails to notify the Director of their intent to be covered under this permit, and who potentially discharges pollutants (sediment, debris, etc.) to Waters of the State without an NPDES permit, is in violation of the Arkansas Water and Air Pollution Control Act.

21. **Maintenance.** Determination of the acreage of disturbance does not typically include disturbance for routine maintenance activities on existing roads where the line and grade of the road is not being altered, nor does it include the paving of existing roads. Maintenance activities (returning to original conditions) are not regulated under this permit unless one or more acres of underlying or surrounding soil are cleared, graded, or excavated as part of the operation.

22. **Releases in Excess of Reportable Quantities.**

    A. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility shall be prevented or minimized in accordance with the applicable stormwater pollution prevention plan for the facility. This permit does not relieve the operator of the reporting requirements of 40 CFR Parts 110, 117 and 302. Where a release containing a hazardous substance or oil in an amount equal to or in excess of a reporting quantity established under either 40 CFR 110, 40 CFR 117, or 40 CFR 302, occurs during a 24-hour period, the following action shall be taken:

        1) Any person in charge of the facility is required to notify the National Response Center (NRC) (800-424-8802) in accordance with the requirements of 40 CFR 110, 40 CFR 117, or 40 CFR 302 as soon as he/she has knowledge of the discharge;
        2) The operator shall submit within five (5) calendar days of knowledge of the release a written description of the release (including the type and estimate of the amount of material released), the date that such release occurred, and the circumstances leading to the release, and steps to be taken in accordance with Part II.B.13 of this permit to the ADEQ.
        3) The Stormwater Pollution Prevention Plan (SWPPP) described in Part II.A of this permit shall be modified within fourteen (14) calendar days of knowledge of the release to:

            a. Provide a description of the release and the circumstances leading to the release; and
            b. The date of the release;

        4) Additionally, the SWPPP shall be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan shall be modified where appropriate.

    B. *Spills*. This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

23. Attainment of Water Quality Standards.

The operator shall select, install, implement and maintain control measures at the construction site that minimize the discharge of pollutants for which a stream is impaired at the discretion of the Director as necessary to protect water quality. In general, except in situations explained in below, the stormwater controls developed, implemented, and updated to be considered stringent enough to ensure that discharges do not cause or contribute to an excursion above any applicable water quality standard.

At any time after authorization, the ADEQ may determine that the stormwater discharges may cause, have reasonable potential to cause, or contribute to an excursion above any applicable water quality standard. If such a determination is made, ADEQ will require the permittee to:

A. Develop a supplemental BMP action plan describing SWPPP modifications to address adequately the identified water quality concerns and submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or

B. Cease discharges of pollutants from construction activity and submit an individual permit application.

All written responses required under this part shall include a signed certification consistent with Part II.B.9.

24. Requiring an Individual Permit

The Director may require any person eligible for coverage under the general permit to apply for and obtain an individual permit. In addition, any interested person(s) may submit an application for an individual permit. The Director may consider the issuance of individual permits according to the criteria in 40 CFR 122.28(b)(3).

Coverage of the facility under this general permit is automatically terminated when: (1) the operator fails to submit the required individual NPDES permit application within the defined time frame; or (2) the individual NPDES permit is issued by ADEQ and effective.

Any operator covered under this general permit may request to be excluded from the coverage of this permit by applying for an APC&EC Regulation 6 individual permit. The operator shall submit an application for an individual permit with the reasons supporting the application to ADEQ. If a final, individual NPDES permit is issued to an operator otherwise subject to this general permit, the applicability of this general permit to the facility is automatically terminated on the effective date of the individual NPDES permit. Otherwise, the applicability of this general permit to the facility remains in full force and effect.

PART II
STANDARD CONDITIONS

Information in **Part II** is organized as follows:

Section A: Stormwater Pollution Prevention Plans (SWPPP):

1. Deadlines for Plan Preparation and Compliance
2. Signature, SWPPP, Inspection Reports, and Notice of Coverage (NOC)
3. Keeping SWPPP Current
4. Contents of the Stormwater Pollution Prevention Plan
5. Plan Certification

Section B: Standard Permit Conditions:

1. Retention of Records
2. Duty to Comply
3. Penalties for Violations of Permit Conditions
4. Continuance of the General Permit
5. Need to Halt or Reduce Activity Not a Defense
6. Duty to Mitigate
7. Duty to Provide Information
8. Other Information
9. Signatory Requirements
10. Certification
11. Penalties for Falsification of Reports
12. Penalties for Tampering
13. Oil and Hazardous Substance Liability
14. Property Rights
15. Severability
16. Transfers
17. Proper Operation and Maintenance
18. Inspection and Entry
19. Permit Actions
20. Re-Opener Clause
21. Local Requirements
22. Applicable Federal, State Requirements

SECTION A: STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

The operator shall prepare a Stormwater Pollution Prevention Plan (the plan/SWPPP) before permit coverage. At least one SWPPP shall be developed for each construction project or site covered by this permit. The SWPPP shall follow the order outlined in Part II.A.4 & 5 below. This basic ADEQ format is available through the Department's website https://www.adeq.state.ar.us/water/permits/npdes/stormwater/ . Other formats may be used at the discretion of the Director **if** the format has been approved by the Department prior to use. The operator shall implement the SWPPP as written from initial commencement of construction activity until final stabilization is complete, with changes being made as deemed necessary by the permittee, local, state or federal officials. The plan shall be prepared in accordance with good engineering practices, by qualified personnel and shall:

- Identify potential sources of pollution which may reasonably be expected to affect the quality of stormwater discharges from the construction;
- Identify, describe and ensure the implementation of Best Management Practices (BMPs), with emphasis on initial site stabilization, which are to be used to reduce pollutants in stormwater discharges from the construction site;
- Be site specific to what is taking place on a particular construction site;
- Ensure compliance with the terms and conditions of this permit; and
- Identify the responsible party for on-site SWPPP implementation.

1. Deadlines for Plan Preparation and Compliance.

A. *Automatic Coverage Sites.*

The plan shall be completed prior to the commencement of construction activities and updated as appropriate. Submittal of the NOI, permit fee and SWPPP is not required. All conditions set forth in Part II.A must be followed, and the NOC must be posted at the site prior to commencing construction. In addition, a copy of the SWPPP must be available at the construction site in accordance with Part II.2.B and D prior to commencing construction.

B. *Large Construction Sites.*

The plan shall be completed and submitted for review, along with an NOI and initial permit fee 14 business days prior to the commencement of construction activities. Submittals of updates to the plan during the construction process are required only if requested by the Director.

C. *Existing Permittees.*

Existing permittees that were permitted prior to the issuance of this renewal permit are required to update their plan as appropriate to come into compliance with the requirements contained in Part II.A.4 by the effective date of this permit.

2. Signature, Stormwater Pollution Prevention Plan (SWPPP), Inspection Reports and Notice of Coverage (NOC).

A. The SWPPP and inspection reports shall be signed by the operator (or cognizant official) in accordance with Part II.B.9 and be retained at the construction site during normal business hours (8:00 A.M. – 5:00 P.M.).

B. The operator shall make SWPPP and inspection reports available, upon request, to the Director, the EPA, or a State or local agency reviewing sediment and erosion plans, grading plans, or stormwater management plans, or, in the case of a stormwater discharge associated with construction activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system.

C. The Director, or authorized representative, may notify the operator at any time that the plan does not meet one or more of the minimum requirements of this Part. Within seven (7) business days of such notification from the Director (or as otherwise provided by the Director) or authorized representative, the operator shall make the required changes to the

plan and submit to the Director a written certification that the requested changes have been made. The Department may request re-submittal of the SWPPP to confirm that all deficiencies have been adequately addressed. The Department may also take appropriate enforcement action for the period of time the operator was operating under SWPPP that did not meet the minimum requirements of this permit.

D. The operator shall post the NOC near the main entrance of the construction site and visible to the public. The NOC will indicate the location of the SWPPP. If the SWPPP location is changed from the initial location, the NOC shall be updated to reflect the correct location of the SWPPP.

3. **Keeping SWPPP Current.** The operator shall amend the SWPPP within seven (7) business days or whenever there is a change in design, construction, operation, or maintenance at the construction site which has or could have a significant effect on the potential for the discharge of pollutants to the Waters of the State that has not been previously addressed in the SWPPP. The SWPPP should also be modified if a determination has been made through inspections, monitoring (if required), ***or*** investigation by the operator, local, state, or federal officials that the discharges are causing or contributing to water quality violation or the plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified in stormwater discharges from the construction site.

4. **Contents of the Stormwater Pollution Prevention Plan (SWPPP).** The SWPPP shall include the following items:

A. *Site Description*. SWPPP shall provide a description of the following:

1) A description of the nature of the construction activity and its intended use after the Notice of Intent (NOI) is filed (i.e., residential subdivision, shopping mall, etc.);
2) A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. grubbing, excavation, grading, infrastructure installation, etc.);
3) Estimates of the total area of the site (including off-site borrow and fill areas) and the total area of the site that is expected to be disturbed by excavation, grading or other activities; and
4) An estimate of the runoff coefficient of the site for pre- and post-construction activities and existing data describing the soil or the quality of any discharge from the site.

B. *Responsible Parties*. The SWPPP shall identify (as soon as this information is known) all parties (i.e., General Contractors, Landscapers, Project Designers, and Inspectors) responsible for particular services they provide to the operator to comply with the requirements of the SWPPP for the project site, and areas over which each party has control. If these parties change over the life of the permit, or new parties are added, the SWPPP should be updated to reflect these changes.

C. *Receiving Waters*. The SWPPP shall include a clear description of the nearest receiving water(s), or if the discharge is to a municipal separate storm sewer, the name of the operator of the municipal system, and the ultimate receiving water(s).

D. *Documentation of Permit Eligibility Related to the 303(d) list and Total Maximum Daily Loads (TMDL)*. The SWPPP should include information on whether or not the stormwater discharges from the site enter a water body that is on the most recent 303(d) list or with an approved TMDL. If the stormwater discharge does enter a water body that is on the most recent 303(d) list or with an approved TMDL, then the SWPPP should address the following items:

1) Identification of the pollutants that the 303(d) list or TMDL addresses, specifically whether the 303(d) list or TMDL addresses sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation);
2) Identification of whether the operator's discharge is identified, either specifically or generally, on the 303(d) list or any associated assumptions and allocations identified in the TMDL for the discharge; and
3) Measures taken by the operator to ensure that its discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL.

If the Department determines during the review process that the proposed project will be discharging to a receiving water that is on the most recent 303(d) list or with an approved TMDL, then the Department will notify the applicant to include additional Best Management Practices in the SWPPP.

E. *Attainment of Water Quality Standards After Authorization*.

1) The permittee shall select, install, implement, and maintain BMPs at the construction site that minimize pollutants in the discharge as necessary to meet applicable water quality standards. In general, except in situations explained below, the SWPPP shall be developed, implemented, and updated to be considered as stringent as necessary to ensure that the discharges do not cause or contribute to an excursion above any applicable water quality standard.

2) At any time after authorization, the Department may determine that the stormwater discharges may cause, have reasonable potential to cause, or contribute to an excursion above any applicable water quality standard. If such a determination is made, the Department will require the permittee to:

   a. Develop a supplemental BMP action plan describing SWPPP modifications to adequately address the identified water quality concerns and submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or

   b. Cease discharges of pollutants from construction activity and submit an individual permit application.

3) All written responses required under this part shall include a signed certification (Part II.B.9)

F. *Site Map*. The SWPPP shall contain a legible site map (or multiple maps, if necessary) complete to scale, showing the entire site, that identifies, at a minimum, the following:

1) Pre-construction topographic view;
2) Direction of stormwater flow (i.e., use arrows to show which direction stormwater will flow) and approximate slopes anticipated after grading activities;
3) Delineate on the site map areas of soil disturbance and areas that will not be disturbed under the coverage of this permit;
4) Location of major structural and nonstructural controls identified in the plan;
5) Location of main construction entrance and exit;
6) Location where stabilization practices are expected to occur;
7) Locations of off-site materials, waste, borrow area, or equipment storage area;
8) Location of areas used for concrete wash-out;
9) Location of all Waters of the State with associated natural buffer boundary lines. Identify floodplain and floodway boundaries, if available;
10) Locations where stormwater is discharged to Waters of the State or a municipal separate storm sewer system if applicable,
11) Locations where stormwater is discharged off-site (should be continuously updated);
12) Areas where final stabilization has been accomplished and no further construction phase permit requirements apply;
13) A legend that clearly specifies any erosion and sediment control measure symbols/labels used in the site map and/or detail sheet; and
14) Locations of any storm drain inlets on the site and in the immediate vicinity of the site.

G. *Stormwater Controls*. Each plan shall include a description of appropriate controls and measures that will be implemented at the construction site. The plan will clearly describe for each activity identified in the project description control measures associated with the activity and the schedule during the construction process that the measures will be implemented. Perimeter controls for the site shall be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls shall be actively maintained until final stabilization of those portions of the site upward of the

perimeter control. Temporary controls shall be removed after final stabilization and properly disposed. The description and implementation of controls shall address the following minimum components:

1) Initial Site Stabilization, Erosion, and Sediment Controls and Best Management Practices. Design, install, implement and maintain effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum the following controls and Best Management Practices (BMPs) shall be designed, installed, implemented and maintained. Therefore, the SWPPP shall address, at a minimum, the following:

   a. For larger common plans, only streets, drainage, utility areas, areas needed for initial construction of streets (e.g., borrow pits, parking areas, etc.) and areas needed for stormwater structures may be disturbed initially. Upon stabilization of the initial areas, additional areas may be disturbed.
   b. The construction-phase erosion (such as site stabilization) and sediment controls (such as check dams) should be designed to retain sediment on-site to the extent practicable.
   c. All control measures shall be properly selected, installed, and maintained in accordance with the manufacturer's specifications, good engineering, and construction practices. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the permittee shall replace or modify the control for site situations.
   d. If sediment escapes the construction site, off-site accumulations of sediment shall be removed at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment in a street could be washed into storm sewers by the next rain or pose a safety hazard to users of public streets). This permit does not give the authority to trespass onto other property; therefore this condition should be carried out along with the permission of neighboring land owners to remove sediment.
   e. Sediment shall be removed from sediment traps (if used, please specify what type) or sedimentation ponds when design capacity has been reduced by 50%.
   f. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls picked up daily).
   g. Off-site material storage areas (also including overburden and stockpiles of dirt, borrow areas, etc.) used solely by the permitted project are considered a part of the project and shall be addressed in the SWPPP.

2) Stabilization practices. The SWPPP shall include, at a minimum, the following information:

   a. Description and Schedule: A description of initial, interim, and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where attainable and that disturbed areas are stabilized. Stabilization practices may include: mulching, temporary seeding, permanent seeding, geotextiles, sod stabilization, natural buffer strips, protection of trees, and preservation of mature vegetation and other appropriate measures.

   b. Description of natural buffer areas: The Department requires that a natural buffer zone be established between the top of stream bank and the disturbed area. The SWPPP shall contain a description of how the site will maintain natural buffer zones. For construction projects where clearing and grading activities will occur, SWPPP shall provide at least twenty-five (25) feet of natural buffer zone from any named or unnamed streams, creeks, rivers, lakes or other water bodies. The plan shall also provide at least fifty (50) feet of natural buffer zone from established TMDL water bodies, streams listed on the 303(d) list, an Extraordinary Resource Water (ERW), Ecologically Sensitive Waterbody (ESW), Natural and Scenic Waterway (NSW), or other uses at the discretion of the Director. If the site will be disturbed within the recommended buffer zone, then the buffer zone area shall be stabilized as soon as possible. Exceptions from this requirement for areas such as water crossings, limited water access, and restoration of the buffer are allowed if the permittee fully documents in the SWPPP the circumstances and reasons for the buffer zone encroachment. Additionally, this requirement is not intended to interfere with any other ordinance, rule or regulation, statute or other provision of law. Please note that above-grade clearing that does not disturb the soil in the buffer zone area does not have to comply with buffer zone requirements.

   c. Records of Stabilization: A record of the dates when grading activities occur, when construction activities

temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included in the plan.

d. Deadlines for Stabilization After Construction Activity Temporarily Ceases: Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased, but in no case more than fourteen (14) days after the construction activity in that portion of the site has temporarily ceased, except:

(1) Where the initiation of stabilization measures by the fourteenth (14^{th}) day after construction activity temporarily ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

(2) In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures shall be employed as specified by the permitting authority.

e. Deadline for Stabilization After Construction Activity Permanently Ceases: Stabilization measures shall be initiated immediately in portions of the site where construction activities have permanently ceased, except:

(1) Where the initiation of stabilization measures immediately after construction activity permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

(2) In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures shall be employed as specified by the permitting authority.

3) Structural Practices. A description of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the Clean Water Act. Such practices may include but are not limited to:

- silt fences (installed and maintained)
- earthen dikes to prevent run-on
- drainage swales to prevent run-on
- check dams
- subsurface drains
- pipe slope drains
- storm drain inlet protection
- rock outlet protection
- sediment traps
- reinforced soil retaining systems
- gabions
- temporary or permanent sediment basins.

A combination of erosion and sediment control measures is encouraged to achieve maximum pollutant removal. Adequate spillway cross-sectional area and re-enforcement shall be provided for check dams, sediment traps, and sediment basins.

a. Sediment Basins:

(1) For common drainage locations that serve an area with ten (10) or more acres (including run-on from other areas) draining to a common point, a temporary or permanent sediment basin that provides storage based on either the smaller of 3600 cubic feet per acre, or a size based on the runoff volume of a 10 year, 24 hour storm, shall be provided where attainable (so as not to adversely impact water quality) until final stabilization of the site. In determining whether installing a sediment basin is attainable, the operator may

consider factors such as site soils, slope, available area on site, etc. Proper hydraulic design of the outlet is critical to achieving the desired performance of the basin. The outlet should be designed to drain the basin within twenty-four (24) to seventy-two (72) hours. (A rule of thumb is one square foot per acre for a spillway design.) The 24-hour limit is specified to provide adequate settling time; the seventy-two (72) hour limit is specified to mitigate vector control concerns. If a pipe outlet design is chosen for the outfall, then an emergency spillway is required. If "non-attainability" is claimed, then an explanation of non-attainability shall be included in the SWPPP. Where a sediment basin is not attainable, smaller sediment basins or sediment traps shall be used. Where a sediment basin is un-attainable, natural buffer strips or other suitable controls which are effective are required for all side slopes and down slope boundaries of the construction area. The plans for removal of the sediment basin should also be included with the description of the basin in the SWPPP.

(2) For drainage locations serving an area less than ten (10) acres, sediment traps, silt fences, or equivalent sediment controls are required for all side slope and down slope boundaries of the construction area unless a sediment basin providing storage based on either the smaller of 3600 cubic feet per acre, or a size based on the run off volume of a 10 year, 24 hour storm is provided. (A rule of thumb is one square foot per acre for a spillway.) However, in order to protect the Waters of the State, the Director, at their discretion, may require a sediment basin for any drainage areas draining to a common point.

b. Velocity Dissipation Devices:

Velocity dissipation devices shall be placed at discharge locations, within concentrated flow areas serving two or more acres, and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (i.e., no significant changes in the hydrological regime of the receiving water). Please note that the use of hay-bales is not recommended in areas of concentrated flow.

H. *Other Controls*.

1) No solid materials, including building materials, shall be discharged to Waters of the State or offsite.
2) Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of a stabilized construction entrance and exit or vehicle tire washing.
3) For lots that are less than one (1) acre in size an alternative method may be used in addition to a stabilized construction entrance. An example of an alternative method could be daily street sweeping. This could allow for the shortening of the construction entrance.
4) The plan shall ensure and demonstrate compliance with applicable State or local waste disposal, temporary and permanent sanitary sewer or septic system regulations.
5) No liquid concrete waste shall be discharged to Waters of the State. Appropriate controls to prevent the discharge of concrete washout waters shall be implemented if concrete washout will occur on-site.
6) No contaminants from fuel storage areas, hazardous waste storage and truck wash areas shall be discharged to waters of the State or offsite. Methods for protecting these areas shall be identified and implemented. These areas should not be located near a water body, if there is a water body on or near the project.

I. *Non-stormwater discharges*. Sources of non-stormwater listed in Part I.B.10 of this permit that are combined with stormwater discharges associated with construction activity shall be identified in the plan. This list should be site specific non-stormwater discharges.

J. *Post-Construction Stormwater Management*. The operator is required to provide a description of measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 (Corps of Engineers) of the Clean Water Act. This permit only addresses the installation of stormwater management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization.

However, post-construction stormwater BMPs that discharge pollutants from a point source once construction is completed may need authorization under a separate ADEQ NPDES permit. Such practices may include but are not limited to:

- infiltration of runoff onsite
- flow attenuation by use of open vegetated swales and natural depressions
- stormwater retention structures
- stormwater detention structures (including wet ponds)
- sequential systems, which combine several practices

A goal of at least 80 % removal of total suspended solids from these flows which exceed predevelopment levels should be used in designing and installing stormwater management controls (where practicable). Where this goal is not met, the operator shall provide justification for rejecting each practice listed above based on site conditions.

K. *Applicable State or Local Programs*. The SWPPP shall be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site.

L. *Inspections*. Inspections should conducted by qualified personnel (provided by the operator). Inspections shall include all areas of the site disturbed by construction activity and areas used for storage of materials that are exposed to precipitation. Inspectors shall look for evidence of, or the potential for, pollutants entering the stormwater conveyance system. Erosion and sedimentation control measures shall be observed to ensure proper operation. Discharge locations shall be inspected to determine whether erosion control measures are effective in preventing significant impacts to Waters of the State or offsite, where accessible. Where discharge locations are inaccessible, nearby downstream locations shall be inspected to the extent that such inspections are practicable. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking. Inspections may not be required if the lot(s) within a larger common plan is/are sufficiently stabilized. In addition, inspections may not be required on a completed section of a linear project if that section has been sufficiently stabilized. Stabilized areas of the project should be indicated in the SWPPP and site map and show what date they were stabilized. The operator shall ensure that no sediment will leave the lot(s) that are stabilized. These lots shall be identified within the SWPPP and show what date they were stabilized. If the operator is unable to ensure this, then inspections shall continue.

1) Inspection Frequency. Inspections shall be conducted in accordance with one of the following schedules listed below. The schedule **must be specified** in the Stormwater Pollution Prevention Plan (SWPPP).

   a. At least once every 7 calendar days, or
   b. At least once every 14 calendar days and within 24 hours of the end of a storm event of 0.25 inches or greater (a rain gauge must be maintained on-site).

2) Inspection Form. The ADEQ inspection form should be used for all inspections. The inspection form should include any erosion/sediment controls that are being used on the site. The form is available on the Department's website www.adeq.state.ar.us. If a different form is used, it shall at a minimum contain the following information:

   a. Inspector Name and Title
   b. Date of Inspection
   c. Amount of Rainfall and Days Since Last Rain Event (only applicable to Part II.A.4.L.1.b)
   d. Approximate beginning and duration of the storm event
   e. Description of any discharges during inspection
   f. Locations of discharges of sediment/other pollutants
   g. Locations of BMPs in need of maintenance or where maintenance was performed
   h. If the BMPs are in working order and if maintenance is required (including when scheduled and completed)
   i. Locations that are in need of additional controls
   j. Location and Dates When Major Construction Activities Begin, Occur or Cease
   k. Signature of qualified signatory official, in accordance with Part II.B.9

Additional information may be added to the inspection report at the permittee's discretion.

3) Inspection Records. The report shall be retained as part of the SWPPP for at least three (3) years from the date the site is finally stabilized. The report shall be signed and have a certification statement in accordance with the requirements of this permit.

4) Winter Conditions. Inspections will not be required at construction sites where snow cover exists over the entire site for an extended period, and melting conditions do not exist. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site and this inspection waiver would not apply. Regular inspections, as required by this permit, are required at all other times as specified in this permit. If winter conditions prevent compliance with the permit, documentation of the beginning and ending date of winter conditions should be included in the SWPPP.

5) Adverse Weather Conditions. Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as is safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather conditions should be included in the SWPPP.

M. *Maintenance*. A description of procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition shall be outlined in the plan. Any repairs that are needed based on an inspection shall be completed, when practicable, before the next storm event, but not to exceed a period of three (3) business days of discovery, or as otherwise directed by state or local officials. However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form. Maintenance for manufactured controls shall be done at a minimum of the manufacturer's specifications. Maintenance for non-manufactured controls, i.e. check dams and sediment traps, shall be done upon 50% capacity.

N. *Employee Training*. The permittee/operator is responsible for training personnel who are responsible for implementing activities identified in the SWPPP on the components and goals of the SWPPP and the requirements of the general permit. This includes contractors and subcontractors. Training should be given by a knowledgeable and qualified trainer. The SWPPP shall identify periodic dates for such training and records of training shall be maintained with the SWPPP. Training records that are maintained electronically (i.e. database, etc.) do not need to be maintained with the SWPPP, but shall be accessible upon request. Formal training classes given by Universities or other third-party organizations are not required but recommended for qualified trainers; the permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.

5. Plan Certification. The SWPPP Certification shall be signed by either the operator or the cognizant official identified on the Notice of Intent. All documents required by the permit and other information requested by the Director shall be signed by operator or by a duly authorized representative of the operator (Please see Part II.B.10 below for certification).

SECTION B: STANDARD PERMIT CONDITIONS

1. **Retention of Records.**

   A. The operator shall retain records of all Stormwater Pollution Prevention Plans, all inspection reports required by this permit, and records of all data used to complete the Notice of Intent (NOI) to be covered by this permit for a period of at least three years from the date the Notice of Termination letter is signed by the Department. This period may be extended by request of the Director at any time.

   B. The operator shall retain a signed copy of the Stormwater Pollution Prevention Plan (SWPPP) and inspection reports required by this permit at the construction site from the date of project initiation to the date of final stabilization.

2. **Duty to Comply.** The operator shall comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the federal Clean Water Act and the Arkansas Water and Air Pollution Control Act and is grounds for: enforcement action; permit termination, revocation and re-issuance, or modification; or denial of a permit renewal application.

3. **Penalties for Violations of Permit Conditions.** The Arkansas Water and Air Pollution Control Act (Ark. Code Ann. 8-4-101 et seq.) provides that any person who violates any provisions of a permit issued under the Act shall be guilty of a misdemeanor and upon conviction thereof shall be subject to imprisonment for not more than one (1) year, or a criminal penalty of not more than twenty five thousand dollars ($25,000) or by both such fine and imprisonment for each day of such violation. Any person who violates any provision of a permit issued under the Act may also be subject to civil penalty in such amount as the court shall find appropriate, not to exceed ten thousand dollars ($10,000) for each day of such violation. The fact that any such violation may constitute a misdemeanor shall not be a bar to the maintenance of such civil action.

4. **Continuance of the General Permit.** Permittees wishing to continue coverage under this general permit shall submit a Renewal NOI (see Part I.B.4 for where to submit documentation) up to 180 days prior to the expiration date, but no later than 30 days prior to the expiration date. No additional fee is required to be submitted along with the Renewal NOI.

   An expired general permit continues in force and effect until a new general permit is issued. If this permit is not re-issued or replaced prior to the expiration date, it will be administratively continued in accordance with Ark. Code Ann. § 8-4-203(m) and remain in force and effect. If a permittee was granted permit coverage prior to the expiration date, the permittee will automatically remain covered by the continued permit until the earliest of:

   A. The effective date of the re-issuance or replacement of this permit and a timely submittal of a renewal NOI by the operator; or

   B. The operator's submittal of a Notice of Termination (NOT); or

   C. Issuance of an individual permit for the project's discharges (see Part I.B.24); or

   D. A formal permit decision by the ADEQ to not re-issue this general permit, at which time operators must seek coverage under an alternative permit (see Part I.B.24).

   Small site operators are responsible for ensuring that the site is in compliance with any changes or updates of this general permit by reviewing the ADEQ website at:

   https://www.adeq.state.ar.us/water/permits/npdes/stormwater/

5. **Need to Halt or Reduce Activity Not a Defense.** It shall not be a defense for an operator in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. **Duty to Mitigate.** The operator shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has reasonable likelihood of adversely affecting human health or the environment.

7. **Duty to Provide Information.** The operator shall furnish to the Director, an authorized representative of the Director, the EPA, a State or local agency reviewing sediment and erosion plans, grading plans, or stormwater management plans, or in the case of a stormwater discharge associated with industrial activity which discharges through a Municipal Separate Storm Sewer System (MS4) with an NPDES permit, to the municipal operator of the system, within a reasonable time, any information which is requested to determine compliance with this permit.

8. **Other Information.** When the operator becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Director, he or she shall promptly submit such facts or information.

9. **Signatory Requirements.** All Notices of Intent (NOIs), reports, or information submitted to the Director shall be signed and certified by the operator.

   A. All Notices of Intent shall be signed as follows:

      1) For a corporation: by a responsible corporate officer. For purposes of this section, a responsible corporate officer means:

         a. A president, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

         b. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

      2) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively;

      3) For a municipality, State, Federal or other public agency: By either a principal executive or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:

         a. The chief executive officer of the agency; or

         b. A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

   B. All reports required by the permit and other information requested by the Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

      1) The authorization is made in writing by a person described above and submitted to the Director;

      2) The authorization specifies either an individual or a person having responsibility for the overall operation of the

regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or position of equivalent responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

3) Changes to authorization. If an authorization under this Part is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the above requirements shall be submitted to the Director prior to or together with any reports, information, or applications to be signed by an authorized representative.

10. **Certification.** Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, "this document" refers to the Stormwater Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

11. **Penalties for Falsification of Reports.** The Arkansas Water and Air Pollution Control Act provides that any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained under this permit shall be subject to civil penalties specified in Part II.B.3 of this permit and/or criminal penalties under the authority of the Arkansas Water and Air Pollution Control Act (Ark. Code Ann. 8-4-101 et seq.).

12. **Penalties for Tampering.** The Arkansas Water and Air Pollution Control act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the Act shall be guilty of a misdemeanor and upon conviction thereof shall be subject to imprisonment for not more than one (1) year or a fine of not more than twenty five thousand dollars ($25,000) or by both such fine and imprisonment.

13. **Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the operator from any responsibilities, liabilities, or penalties to which the operator is or may be subject under Section 311 of the Clean Water Act or Section 106 of CERCLA.

14. **Property Rights.** The issuance of this permit does not convey any property rights of any sort or any exclusive privileges, nor does it authorize any injury to private property, any invasion of personal rights, or any infringement of Federal, State, or local laws or regulations.

15. **Severability.** The provisions of this permit are severable. If any provisions of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provisions to other circumstances and the remainder of this permit shall not be affected thereby.

16. **Transfers.** This permit is not transferable to any person except after notice to the Director. A transfer form shall be submitted to the ADEQ as required by this permit.

17. **Proper Operation and Maintenance.** The operator shall at all times:

A. Properly operate and maintain all systems of treatment and control (and related appurtenances) which are installed or used by the operator to achieve compliance with the conditions of this permit. This provision requires the operation of

backup or auxiliary facilities or similar systems which are installed by an operator only when the operation is necessary to achieve compliance with the conditions of the permit.

B. Provide an adequate operating staff which is duly qualified to carry out operation, inspection, maintenance, and testing functions required to ensure compliance with the conditions of this permit.

18. **Inspection and Entry**. The operator shall allow the Director, the EPA, or an authorized representative, or, in the case of a construction site which discharges to a municipal separate storm sewer, an authorized representative of the municipal operator of the separate sewer system receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

    A. Enter upon the operator's premises where a regulated facility or activity is located or conducted, or where records shall be kept under the conditions of this permit;
    B. Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this permit;
    C. Inspect at reasonable times any facilities or equipment, including monitoring and control equipment and practices or operations regulated or required by the permit;
    D. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the CWA, any substances or parameters at any location on the permitted property.

19. **Permit Actions**. This permit may be modified, revoked and reissued, or terminated for any cause including, but not limited to, the following;

    A. Violation of any terms or conditions of this permit;
    B. Obtaining this permit by misrepresentation or failure to fully disclose all relevant facts;
    C. A change in any conditions that requires either a temporary or permanent reduction or elimination of the authorized discharge;
    D. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by permit modification or termination; or
    E. Failure of the operator to comply with the provisions of ADEQ Regulation No. 9 (Fee Regulation). Failure to promptly remit all required fees shall be grounds for the Director to initiate action to terminate this permit under the provisions of 40 CFR 122.64 and 124.5(d), as adopted by reference in ADEQ Regulation No. 6, and the provisions of ADEQ Regulation No. 8.

20. **Re-Opener Clause**.

    A. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with industrial activity covered by this permit, the operator of such discharge may be required to obtain an individual permit or an alternative general permit in accordance with Part I.B.23 of this permit, or the permit may be modified to include different limitations and/or requirements.

    B. Permit modification or revocation will be conducted in accordance with the provisions of 40 CFR 122.62, 122.63, 122.64 and 124.5, as adopted by reference in ADEQ Regulation No. 6.

21. **Local Requirements**. All dischargers shall comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding any discharges of stormwater to storm drain systems or other water sources under their jurisdiction, including applicable requirements in municipal stormwater management programs developed to comply with the ADEQ permits. Dischargers shall comply with local stormwater management requirements, policies, or guidelines including erosion and sediment control.

22. **Applicable Federal, State Requirements**. Permittees are responsible for compliance with all applicable terms and conditions of this permit. Receipt of this permit does not relieve any operator of the responsibility to comply with any other applicable federal, state or local statute, ordinance policy, or regulation.

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

(BID)/RFP/RFQ #: 19-54

Description: Construction - Masonry & Waterline

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

Date: 11 / 26 / 2019 Time 2:00pm

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

	Name	Company	Title	Phone	Email
1	Les McGaugh	City of Fayetteville	Purch Agent	575-8220	lmcgaugh@
2	Aderris Bwashi	City of Fayetteville	Purch Agent	575-8258	abwashi@
3	Mike Tittsworth	Kajacs Contractors	Project Manager	501-249-0665	mtittsworth@kajacs.com
4	Nick Batker	MCE	Sr. Proj Mgr	479-443-2377	nbatker@mce.us.com
5	Jon Thompson	Ewing Ent	Estimator	417-659-6082	Contact@ewingcontracting.com
6	Charlie Miller	Sweetser Const.	Estimator	479-263-9909	Charlie@sweetserconstruction.com
7	Nick Goeckeis	TRI STAR CONTRACTORS	President	479-445-4971	tristarcontractors
8	Houston Bookout	Emery Sapp & Sons	Estimator	479-219-2826	Houston.bookout@emerysapp.com
9	Shawn Shrum	Hutchens Construction	Estimator	479-927-0000	sshrum@hutchensconstruction.com
10	Corey Granderson	City of Fayetteville	Utilities Engineer	479-444-3452	cgranderson@
11	LYNN HYKE	COF	construction Manager	479-601-2065	lhyke@fayetteville-ar.gov
12	PHIL CRABTREE	MISSION CONTRACTORS	Estimator	913-558-3789	crabtree.phil@gmail.com
13	Zane Lewis	MCE	Engineer	479-445-7726	zlewis@mce.us.com
14					
15					
16					
17					
18					

Opened By: Checked By:

McCLELLAND CONSULTING ENGINEERS, INC.

ADDENDUM NO. 2
December 9, 2019
Morningside 24" Water Main Relocation
Water & Sewer Operations
City of Fayetteville, Arkansas
MCE Project # 17-2162

To All Plan Holders of Record:

The Contract Documents for this Project are amended as follows:

CLARIFICATIONS:

1. Ductile iron fittings shall be compact type, in compliance with AWWA C153.

2. Tapping sleeves shall be stainless steel or cast-iron and shall be 100% domestic made in the USA. Tapping sleeves shall have mechanical joint (MJ) or flanged (FL) outlet and shall be designed for a minimum 250 psi working pressure.

3. Tapping valves shall be MJ x MJ or FL x MJ and match the outlet of the tapping sleeve. Tapping valves shall be 100% domestic made in the USA and be designed for a minimum 250 psi working pressure.

4. Solid sleeves shall be full body type, in compliance with AWWA C110.

SPECIFICATIONS:

1. Section 00 14 13 – Bidder Qualifications
    a. Delete and replace with attached document.
        i. Revise Part: EXPERIENCE STATEMENT (MANDATORY).2.a
            1. Delete: 'The Contactor must also provide documentation with the bid to document the Contractor's successful completion of five (5) term service or maintenance contracts similar in scope to this City of Fayetteville bid with a minimum duration of one year.'

2. Section 00 41 13 – Bid Form
    a. Delete and replace with attached document.
        i. Revise: Bid Items scope and or quantity including
            1. 24-Inch Class 350 Ductile Iron Water Main
            2. 24-Inch Class 350 Restrained Joint Ductile Iron Water Main
            3. 24" Line Stop
            4. 30" Line Stop
            5. Ductile Iron or Cast-Iron Water Main Fittings

6. Polyethylene Encasement for 24" DIP - Vbio

ii. Add: Bid Items including
   1. Clearing & Grubbing
   2. 24" Anchor Collar
   3. 30" Anchor Collar
   4. Encasement Tie-Down
   5. Polyethylene Encasement for 24" DIP - Sheet

iii. Rename: Bid Item 'Guard Posts' to be 'Bollards'.

3. Section 01 20 00 – Price and Payment Procedures
   a. Delete and replace with attached document.
      i. Update Pay Items.

4. Section 33 11 16 – Water Distribution Systems
   a. Delete: Part 2.7.B – 'All ductile iron fittings for PVC pipe shall be full body, 350 PSI rating and shall conform to the requirements of ANSI/AWWA C110/A21.10, latest revision, for Ductile Iron and Gray Iron Fittings.
   b. Revise: Part 2.7.D – Add, 'Solids sleeves shall conform to AWWA C110.'

DRAWINGS:

1. Sheet – C0.3 – QUANTITIES
   a. Delete and replace with attached Drawing.
      i. Updates to Bid Items and Quantities.

2. Sheet – C7.1 – WATER MAIN P&P STA 0+00 THRU STA 5+00, Profile View
   a. Delete and replace with attached Drawing.
      i. Delete note 'REINFORCED CONCRETE ANCHOR COLLAR. SEE DETAIL'. Replace with note, 'ENCASEMENT TIE-DOWN. SEE DETAIL.'
      ii. Delete note, 'BACKFILL BETWEEN ANCHOR COLLARS WITH FLOWABLE FILL'. Replace with note, 'BACKFILL ENTIRE LENGTH OF ENCASEMENT WITH FLOWABLE FILL.'

3. Sheet – C7.7 – WATER MAIN P&P STA 30+00 THRU 32+94, Plan Views
   a. Delete and replace with attached Drawing.
      i. Delete two notes '24" LINE STOP AND ANCHOR COLLAR SEE DETAILS FOR LAYOUT'. Replace with two notes, '24" REINFORCED CONCRETE ANCHOR COLLAR. SEE DETAILS FOR LAYOUT.

4. Sheet – C8.6 – DETAILS-6
   a. Delete and replace with attached Drawing.
      i. Add detail 'STEEL ENCASEMENT PIPE TIE-DOWN'.

Except as amended by this addendum, the requirements of the Project as set forth in the original bid documents shall remain in effect.

This addendum must be acknowledged in the space provided on the Bid Form.

Zane Lewis, P.E.

Date: 12/9/19

Bidder's Company Name: Kajacs Contractors Inc

Acknowledged By:

Date: 12/9/19

END OF ADDENDUM NO. 1

Bid 19-54, Addendum 2

Date: Tuesday December 10, 2019

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 19-54, Construction – Morningside Waterline Relocate

CITY OF FAYETTEVILLE ARKANSAS

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

1. The deadline to submit a bid for this project is extended. All bids shall be submitted by **Thursday, December 19, 2019 before 2:00:00 PM local time**. All bids shall be submitted to the City of Fayetteville, Purchasing Division, located in City Hall at 113 W. Mountain, Room 306, Fayetteville, AR 72701. Late submittals will not be accepted.

2. **This Addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection.**
   a. Bidders shall submit a printed physical copy of the enclosed revised bid form, this addendum, and **all other required documents**
   b. Bids shall be submitted in a sealed envelope prior to deadline according to submittal procedures outlined in the Project Manual. NO ELECTRONIC COPIES WILL BE ACCEPTED.

3. No impact fees are associated with the taps or connections on this project.

4. Attached is **Engineer's** Addendum No. 2

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED SECTIONS

A. Document 004113 – Bid Form

B. Section 007213 – General Conditions

1.2 SECTION INCLUDES

1. Schedule of Values.
2. Application for Payment.
3. Change procedures.
4. Defect assessment.
5. Unit prices.

1.3 SCHEDULE OF VALUES

A. Prepare a separate Schedule of Values for each schedule of the Work under the Agreement.

B. Upon request of Engineer, provide support documentation to support the accuracy of the Schedule of Values.

C. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

D. Lump Sum Work:

1. Reflect Schedule of Values format included in conformed Bid Form, specified allowances, alternates, and equipment selected by Owner, as applicable.
2. List bonds and insurance premiums, mobilization, demobilization, preliminary and detailed progress schedule preparation, facility startup, and contract closeout separately.
3. Break down by Division 2 through 44 with appropriate subdivision of each Specification for each Project facility. The apparent "low bidder" is required to deliver a Bid breakdown by specification within 3 working days after Bid opening.

E. An unbalanced or front-end loaded schedule will not be acceptable.

F. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.

G. Submit Schedule of Values in a portable document format (pdf) in a spreadsheet format compatible with latest version of Excel.

H. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 APPLICATION FOR PAYMENT

A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of Contractor.

B. Use detailed Application for Payment Form suitable to Engineer.

C. Provide separate form for each schedule as applicable.

D. Include accepted Schedule of Values for each schedule or portion of Work, the unit price breakdown for the Work to be paid on unit price basis, a listing of Owner-selected equipment, if applicable, and allowances, as appropriate.

E. Preparation:
   1. Round values to nearest dollar.
   2. List each Change Order executed prior to date of submission as separate line item. The totals will equal those shown on the Transmittal Summary Form for each schedule as applicable.
   3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by Engineer.
   4. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents as required by GC-6.11.B Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor's Application for Payment, either partial or final.

F. Content and Format: Use Schedule of Values for listing items in Application for Payment.

G. Submit updated construction schedule with each Application for Payment.

H. Payment Period: Submit at intervals stipulated in the Agreement.

I. Submit submittals with transmittal letter as specified in Section 01 33 00 - Submittal Procedures.

J. Submit three copies of special waivers requested by Owner.

K. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
   1. Current construction photographs specified in Section 01 33 00 - Submittal Procedures
   2. Partial release of liens from major Subcontractors and vendors.
   3. Record Documents as specified in Section 01 70 00 - Execution and Closeout Requirements, for review by Owner, which will be returned to Contractor.
   4. Affidavits attesting to off-Site stored products.
   5. Construction Progress Schedule revised and current as specified in Section 01 33 00 - Submittal Procedures.

1.5 CHANGE PROCEDURES

A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.

C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer; establish procedures for handling queries and clarifications.
   1. Use CSI Form 13.2A - Request for Interpretation for requesting interpretations.
   2. Engineer may respond with a direct answer on the Request for Interpretation form, CSI Form 13.3A Clarification Notice, EJCDC C-942 - Field Order, or CSI Form 13/6A - Change Order Request (Proposal).

D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on AIA G710 or EJCDC C-942.

E. Engineer may issue Proposal Request, AIA G709, CSI Form 13/6A, or Notice of Change including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with stipulation of overtime work required and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within 30 days.

F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract

Time with full documentation and a statement describing effect on the Work by separate or other Contractors.

G. Stipulated Sum/Price Change Order: Based on Proposal Request, AIA G709, CSI Form 13/6A, or Notice of Change and Contractor's fixed, estimated, or maximum price quotation or Contractor's request for Change Order as approved by Engineer.

H. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Construction Change Directive or Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material or Force Account Change Order.

I. Construction Change Directive or Work Directive Change: Engineer may issue directive, on AIA G714 - Construction Change Directive, AIA G714CMa - Construction Change Directive, Construction Manager-Adviser Edition, or EJCDC C-940 - Work Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

J. Time and Material and Force Account Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

K. Maintain detailed records of Work done on time and material or force account basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.

L. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.

M. Change Order Forms: AIA G701 - Change Order, AIA G701/CMa - Change Order, Construction Manager - Adviser Edition, or EJCDC C-941 - Change Order.

N. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

O. Correlation of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.

2. Promptly revise Progress Schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.
3. Promptly enter changes in Record Documents.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer.

D. Defective Work will be partially repaired according to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Engineer.

E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Engineer to assess defects and identify payment adjustments is final.

G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from transporting vehicle.
4. Products placed beyond lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.7 UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.

B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, requirements of individual Specification Section govern.

C. Take measurements and compute quantities. Engineer will verify measurements and quantities.

D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment.

1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
2. When actual Work requires 25 percent or greater change in quantity than those quantities indicated, Owner or Contractor may claim a Contract Price adjustment.

E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.

F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

G. Measurement of Quantities:
1. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measure or the International System of Units.
2. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.
3. Measurement by Volume: Measured by cubic dimension using mean length, width, and height or thickness.
4. Measurement by Area: Measured by square dimension using mean length and width or radius.
5. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
6. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

H. SCOPE OF PAYMENT
1. Payment for the work described in this Section will be included as part of the unit price or pump sum bid amounts stated in the Bid Form.
2. The Amount for Work listed in the Bid, whether lump sum or unit price, shall include all costs specified on the Bid Form, including all miscellaneous amounts (mobilization, demobilization, bonds, insurance, as built record drawings, traffic control, erosion control plans and any items not covered elsewhere) to complete the project in accordance with the Contract Documents.
    a. Unit prices for pipe shall include trenching, trace wire, pipe zone material, backfill above the pipe zone, topsoil replacement, rough and finish grading, seeding, mulching, fertilizing, watering and final clean-up.

1) Payment for pipe shall be made at 85% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 90% upon completion of testing. Payment will be increased to 98% of the unit price bid upon seeding, fertilizing and final cleanup. The remaining 2% will be released upon satisfactory establishment of a grass stand.

b. Unit prices for polyethylene encasement shall be based on the linear feet authorized and properly installed.

c. Unit prices for mechanical joint cast or ductile iron fittings shall be made at the unit price bid in the Bid Form per pound, based on the weight of the fittings installed.
   1) Weight values will be taken from the current Ductile Iron Pipe Research Association handbook for mechanical joint fittings and for AWWA C-110 fittings.
   2) If compact fittings are used, fitting weights shall be taken from the applicable tables in AWWA C-153.
   3) Glands, bolts, gaskets and polyethylene wrap for fittings shall be included in the unit price payments; however, the weight of these items will not be added to the handbook's fitting weight.
   4) All buried pipe fittings 4" and larger in size shall be cast or ductile iron, mechanical joint
   5) Pipe fittings 30-inch and larger may also be Flex-Ring, Lok-Ring or other approved equal restrained joint fittings.

d. Unit Prices for Fire Hydrant assembly shall include polyethylene wrap of all ductile iron components back to connection to Water Main.

3. The quantities listed in these documents are approximate, for information only, and should be verified by each bidder prior to bidding

4. Payments for lump sum items shall be made in proportion to the amount of Work accomplished, as determined by the Engineer, as of the period ending date of each Application for Payment.

5. Payment for unit price items shall be made as the work progresses. Said payments will be based upon the work performed and materials complete in place in accordance with the contract, plans, and specifications, approved by the Engineer, as of the period ending date of each Application for Payment.

6. It is understood and agreed that the Contractor shall not be entitled to partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

7. No partial payments shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.

8. The Contractor has sole responsibility for providing materials, equipment and work which meet the specifications. In the event inspection or testing reveals that materials/equipment furnished or work performed by the Contractor does not meet the specifications, payment for said materials/equipment/work will be withheld until compliance with the specifications is demonstrated by the Contractor.

I. SCHEDULE 1 UNIT PRICE ITEMS

1. Item No. 1.01 – Mobilization
   a. Unit of Measure: Lump Sum
   b. This item shall compensate the Contractor for materials, labor, tools and equipment necessary to fully mobilize to the project site to begin work.

2. Item No. 1.02 – Bonds and Insurance
   a. Unit of Measure: Lump Sum
   b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and maintain required bonds and insurance throughout the duration of the project.

3. Item No. 1.03 – Act 291, 1993 Trench and Excavation Safety System
   a. Unit of Measure: Lump Sum
   b. This item shall compensate the Contractor for materials, labor, tools and equipment as necessary to conform to Act 291, as appended hereto.

4. Item No. 1.04 – Erosion and Sediment Control
   a. Unit of Measure: Lump Sum
   b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide compliance with ADEQ Construction Stormwater Permit and ADEQ Short Term Activity Authorization Permit.

5. Item No. 1.05 – Clearing & Grubbing
   a. Unit of Measure: Lump Sum
   b. This item shall compensate the Contractor for materials, labor, tools and equipment to clear and grub work areas and prepare work areas for the project work, including demolition and disposal of trees, fencing, and existing vegetation and all other demolition and disposal items not covered under other pay items, in accordance with the Drawings and Specifications.

6. Item No. 1.06 – 6-Inch PVC C900 DR14 Restrained Joint Water Main
   a. Unit of Measure: Linear Foot
   b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 6-inch Water Main in accordance with the Drawings and Specifications.

7. Item No. 1.07 – 8-Inch PVC C900 DR14 Restrained Joint Water Main
   a. Unit of Measure: Linear Foot

b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch Water Main in accordance with the Drawings and Specifications.

8. Item No. 1.08 – 12-Inch PVC C900 DR14 Restrained Joint Water Main
   a. Unit of Measure: Linear Foot
   b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Water Main in accordance with the Drawings and Specifications.

9. Item No. 1.09 – 24-Inch Class 350 Ductile Iron Water Main
   a. Unit of Measure: Linear Foot
   b. This item shall compensate the Contractor for materials, labor, tools and equipment, and all other items not included in other pay items, to provide and install 24-inch Water Main in accordance with the Drawings and Specifications.

10. Item No. 1.10 – 24-Inch Class 350 Restrained Joint Ductile Iron Water Main
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment, and all other Items not Included in other pay items, to provide and install restrained joint 24-inch Water Main in accordance with the Drawings and Specifications.

11. Item No. 1.11 – Class 7 Aggregate Base Course
    a. Unit of Measure: Linear Feet
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install compacted class 7 aggregate base course in accordance with the Drawings and Specifications.

12. Item No. 1.12 – Three Way Fire Hydrant
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install fire hydrants in accordance with the Drawings and Specifications.

13. Item No. 1.13 – Abandon and Salvage Existing Fire Hydrant
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to abandon, salvage and return to Owner existing fire hydrants in accordance with the Drawings and Specifications.

14. Item No. 1.14 – 6-Inch Gate Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

15. Item No. 1.15 – 8-Inch Gate Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

16. Item No. 1.16 – 12-Inch Butterfly Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

17. Item No. 1.17 – 24-Inch Butterfly Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

18. Item No. 1.18 – Abandon Existing Valve
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to abandon existing valve in accordance with the Drawings and Specifications.

19. Item No. 1.19 – Ductile Iron or Cast-Iron Water Main Fittings
    a. Unit of Measure: Pounds
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install water main fittings in accordance with the Drawings and Specifications.

20. Item No. 1.20 – 6-Inch x 6-Inch Tapping Sleeve, 6-Inch Tapping Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install tapping sleeve and valve with box in accordance with the Drawings and Specifications.

21. Item No. 1.21 – 12-Inch x 12-Inch Tapping Sleeve, 12-Inch Tapping Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install tapping sleeve and valve with box in accordance with the Drawings and Specifications.

22. Item No. 1.22– 24-Inch x 24-Inch Tapping Sleeve, 24-Inch Tapping Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install tapping sleeve and valve with box in accordance with the Drawings and Specifications.

23. Item No. 1.23 –30-Inch x 24-Inch Tapping Sleeve, 24-Inch Tapping Valve with Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install tapping sleeve and valve with box in accordance with the Drawings and Specifications.

24. Item No. 1.24 – 24-Inch Line Stop
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install line stop in accordance with the Drawings and Specifications.

25. Item No. 1.25 – 30-Inch Line Stop
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install line stop in accordance with the Drawings and Specifications.

26. Item No. 1.26 – 12-Inch Anchor Collar
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar in accordance with the Drawings and Specifications.

27. Item No. 1.27 – 24-Inch Anchor Collar
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar in accordance with the Drawings and Specifications.

28. Item No. 1.28 – 30-Inch Anchor Collar
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar in accordance with the Drawings and Specifications.

29. Item No. 1.29 – Encasement Tie-Down
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install encasement tie-down in accordance with the Drawings and Specifications.

30. Item No. 1.30 – 36-Inch Min. Dia. Bored Steel Casing
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install bored casing in accordance with the Drawings and Specifications.

31. Item No. 1.31 – 36-Inch Min. Dia. Direct Bury Steel Casing
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install direct bury casing in accordance with the Drawings and Specifications.

32. Item No. 1.32 – Polyethylene Encasement for 24-Inch DIP - VBio
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install VBio style polyethylene encasement in accordance with the Drawings and Specifications.

33. Item No. 1.33 – Polyethylene Encasement for 24-Inch DIP - Sheet
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install sheet style polyethylene encasement in accordance with the Drawings and Specifications.

34. Item No. 1.34 – Double Cut and Cap Existing 6-Inch Water Main
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.

35. Item No. 1.35 – Double Cut and Cap Existing 8-Inch Water Main
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.

36. Item No. 1.36 – Double Cut and Cap Existing 12-Inch Water Main
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.

37. Item No. 1.37 – Double Cut and Cap Existing 24-Inch Water Main
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.

38. Item No. 1.38 – Double Cut and Cap Existing 30-Inch Water Main
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.

39. Item No. 1.39 – Flowable Fill
    a. Unit of Measure: Cubic Yard
    b. This item shall compensate the Contractor for providing and installing flowable fill in locations directed by the Owner, in accordance with the Drawings and Specifications.

40. Item No. 1.40 – Concrete Sidewalk Repair
    a. Unit of Measure: Linear Feet
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete surface restoration in accordance with the Drawings and Specifications.

41. Item No. 1.41 – Asphalt Pavement Repair
    a. Unit of Measure: Linear Feet
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install surface restoration in accordance with the Drawings and Specifications.

42. Item No. 1.42 – Fence Crossing Repair/Replace
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install sidewalk restoration in accordance with the Drawings and Specifications.

43. Item No. 1.43 – Curb and Gutter Repair
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install curb and gutter restoration in accordance with the Drawings and Specifications.

44. Item No. 1.44 – Tracer Wire Connection
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to furnish and install a tracer wire connection in accordance with the Drawings and Specification Sections.

45. Item No. 1.45 – Temporary Construction Fence
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install temporary construction fence in accordance with the Drawings and Specifications.

46. Item No. 1.46 – Pre-Construction Video
    a. Unit of Measure: Lump Sum
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide pre-construction video in accordance with the Drawings and Specifications.

47. Item No. 1.47 – Traffic Control
    a. Unit of Measure: Lump Sum
    b. This item shall compensate the Contractor for providing, installing and maintaining traffic control facilities, in accordance with the Drawings and Specifications.

48. Item No. 1.48 –Set of four (4) Bollards at Fire Hydrant
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install bollard style guard posts at fire hydrant locations in accordance with the Drawings and Specifications.

49. Item No. 1.49 –36-Inch Class III Reinforced Concrete Pipe
    a. Unit of Measure: Linear Foot
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 36-inch RCP in accordance with the Drawings and Specifications.

50. Item No. 1.50 –4'X4' Precast Concrete Storm Grate Inlet/Junction Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 4'X4' precast concrete storm grate inlet and junction box in accordance with the Drawings and Specifications.

51. Item No. 1.51 –36-Inch Class III RCP Flared End Section
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 36-inch RCP flared end section in accordance with the Drawings and Specifications.

52. Item No. 1.52 –Remove and Dispose Existing Storm Junction Box
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to remove and dispose of existing storm junction box in accordance with the Drawings and Specifications.

53. Item No. 1.53 – Remove and Salvage Existing Storm Pipe
    a. Unit of Measure: Linear Feet
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to remove and salvage existing storm pipe in accordance with the Drawings and Specifications.

54. Item No. 1.54 – Blow-Off Assembly
    a. Unit of Measure: Each
    b. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install blow-off assembly in accordance with the Drawings and Specifications.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION - Not Used.

END OF SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

SCHEDULE 1 QUANTITIES

Description	Unit	SHT C7.1	SHT C7.2	SHT C7.3	SHT C7.4	SHT C7.5	SHT C7.6	SHT C7.7	TOTAL
Mobilization	LS								1
Bonds and Insurance	LS								1
Act 291, 1993 Trench and Excavation Safety System	LS								1
Erosion and Sediment Control	LS								1
Clearing & Grubbing	LS								1
6" PVC C900 DR14 Restrained Joint Water Main	LF							46	46
8" PVC C900 DR14 Restrained Joint Water Main	LF			50				45	95
12" PVC C900 DR14 Restrained Joint Water Main	LF	48						118	166
24" Class 350 DIP Water Main	LF		150	500	500	500	415	70	2,135
24" Class 350 Restrained Joint DIP Water Main	LF	500	350				85	223	1,158
Class 7 Aggregate Base Course	LF	70	84	50	43		50	30	327
Three Way Fire Hydrant	EA	1							1
Abandon and Salvage Existing Fire Hydrant	EA	1							1
6" Gate Valve with Box	EA	1						1	2
8" Gate Valve with Box	EA			1					1
12" Butterfly Valve with Box	EA	1						2	3
24" Butterfly Valve with Box	EA	2		1				2	5
Abandon Existing Valve	EA	1			1			4	6
Ductile Iron or Cast-Iron Water Main Fittings	LBS								15,000
6"x6" Tapping Sleeve, 6" Tapping Valve w/ Box	EA			1				1	2
12"x12" Tapping Sleeve, 12" Tapping Valve w/ Box	EA	1						1	2
24"x24" Tapping Sleeve, 24" Tapping Valve w/ Box	EA	1							1
30"x24" Tapping Sleeve, 24" Tapping Valve w/ Box	EA							1	1
24" Line Stop	EA	1							1
30" Line Stop	EA							1	1
12" Anchor Collar	EA	1							1
24" Anchor Collar	EA	1						1	2
30" Anchor Collar	EA							1	1
Encasement Tie-Down	EA	2							2
36" Min. Dia. Bored Steel Casing	LF	101							101
36" Min. Dia. Direct Bury Steel Casing	LF	75	40					60	175
Polyethylene Encasement for 24" DIP - Wet	LF	500	500	500	500	500	500	300	3,300
Polyethylene Encasement for 24" DIP - Sheet	LF	500	500	500	500	500	500	300	3,300
Double Cut and Cap Existing 6" Water Main	EA			1				2	3
Double Cut and Cap Existing 8" Water Main	EA	1			1				2
Double Cut and Cap Existing 12" Water Main	EA							1	1
Double Cut and Cap Existing 24" Water Main	EA	1							1
Double Cut and Cap Existing 30" Water Main	EA							1	1
Flowable Fill	CY	20	5					7	32
Concrete Sidewalk Restoration	LF		5					6	11
Asphalt Surface Restoration	LF	70	79	50	153			76	428
Fence Crossing Repair/Replace	LF	6	6	6				12	30
Curb and Gutter Restoration	LF		10		16			10	36
Tracer Wire Connection	EA	4	3	1		1	2	9	20
Temporary Construction Fence	LF	468	133						601
Pre-Construction Video	LS								1
Traffic Control	LS								1
Set of 4 Bollards @ Fire Hydrant	EA	1							1
36" Class III RCP	LF				172				172
Traffic Rated 4' X 4' Precast Concrete Junction Box	EA				2				2
36" Class III RCP Flared End Section	EA				2				2
Remove and Dispose Existing Storm Junction Box	EA				1				1
Remove and Salvage Existing Storm Pipe	LF				180				180
Blow-off Assembly	EA							1	1

△

McCLELLAND CONSULTING ENGINEERS, INC.
1810 N COLLEGE AVE
FAYETTEVILLE, ARKANSAS 72703
PH: (479) 443-2377
HTTP://WWW.MCE-CEC.COM

MORNINGSIDE DRIVE
24" WATER MAIN RELOCATION
FAYETTEVILLE, ARKANSAS

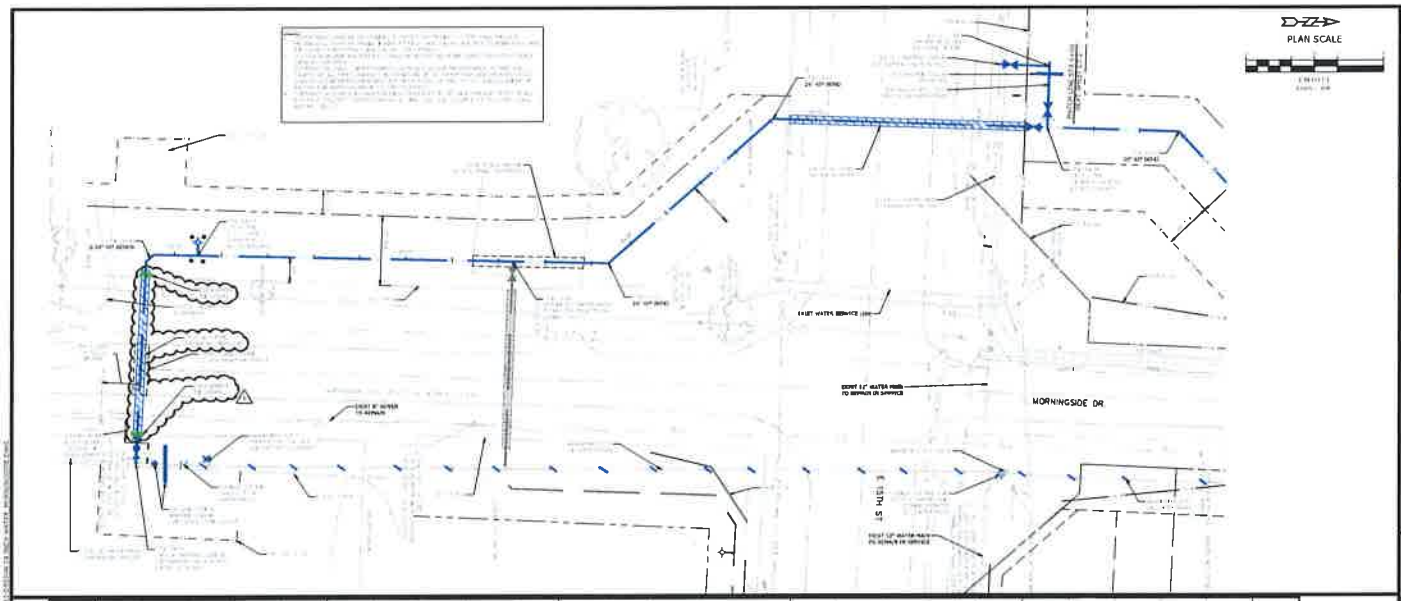
811 Know what's below. Call before you dig.

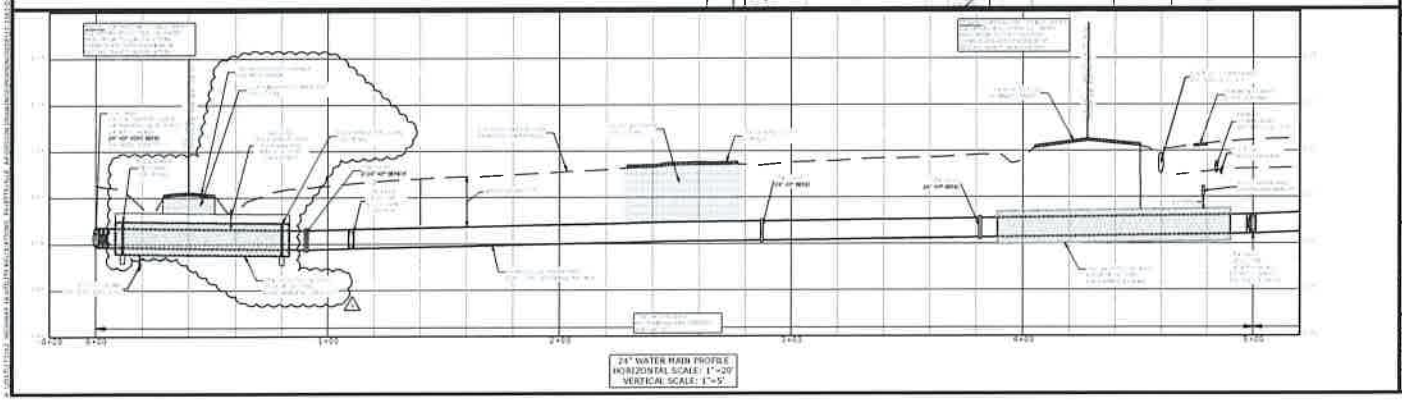
REVISIONS		
REV	DATE	DESCRIPTION

QUANTITIES

DATE: 12/9/2019
SCALE: AS NOTED
PROJECT #: 171147

C0.3





24" WATER MAIN PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'

McCLELLAND CONSULTING ENGINEERS, INC.
1830 N COLLEGE AVE
FAYETTEVILLE, ARKANSAS 72703
PH: (479) 443-2377

MORNINGSIDE DRIVE
24" WATER MAIN RELOCATION
FAYETTEVILLE, ARKANSAS

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

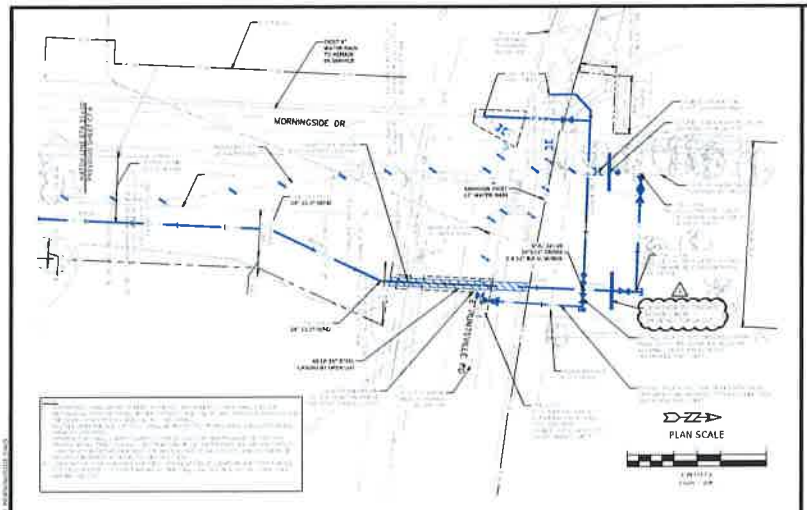
KEY/LOADING

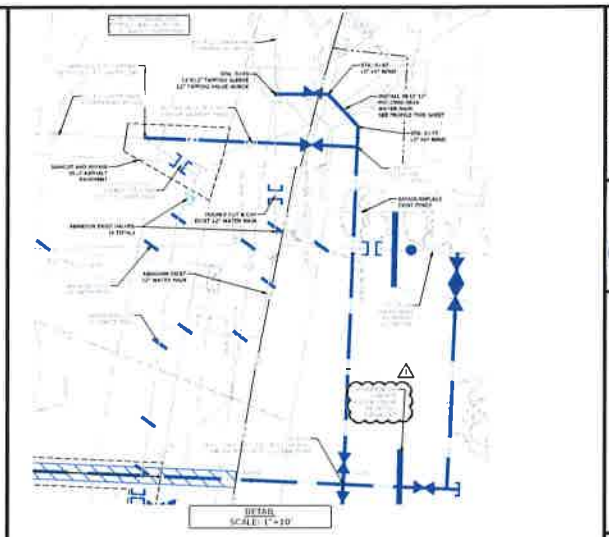
NO.	DATE	DESCRIPTION

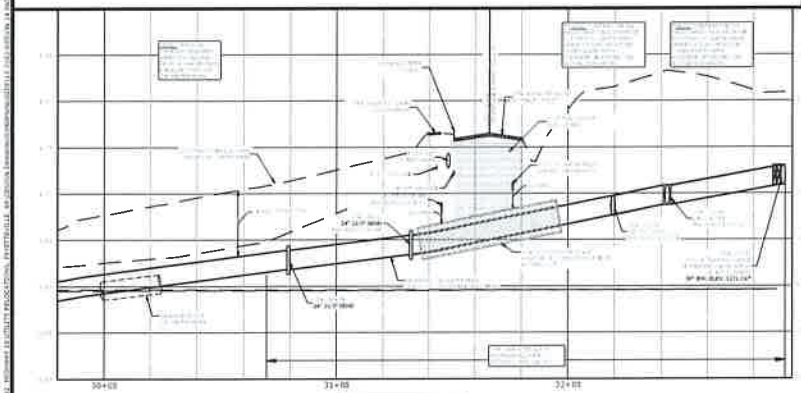
WATER MAIN
P&P STA 0+00
THRU STA 5+00

JOB	
SCALE	AS NOTED
DESIGNED	
DRAWN	
CHECKED	

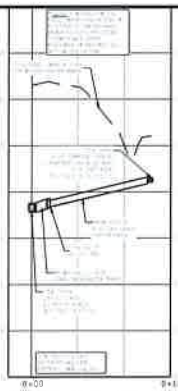
C7.1



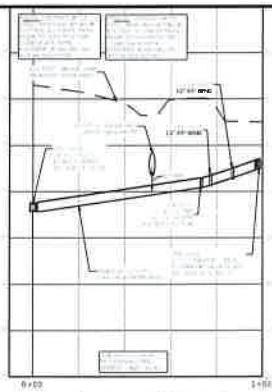




24" WATER MAIN PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



8" & 12" WATER MAIN PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



12" WATER MAIN PROFILE
HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'

McCLELLAND CONSULTING ENGINEERS, INC.
1818 N COLLEGE AVE
FAYETTEVILLE, ARKANSAS 72703
PH: (479) 443-2377

MORNINGSIDE DRIVE
24" WATER MAIN RELOCATION
FAYETTEVILLE, ARKANSAS

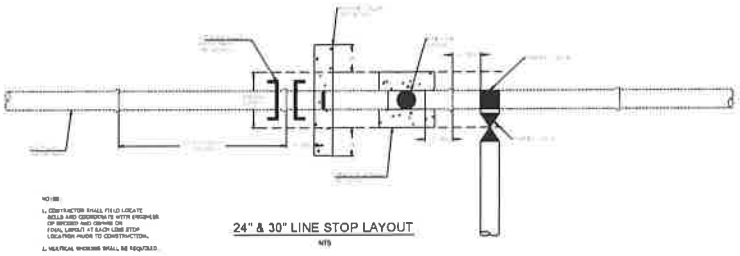
811
Know what's below.
Call before you dig.

NO.	DATE	DESCRIPTION

WATER MAIN
P&P STA
30+00 THRU
STA 32+94

DESIGNED	APP
DRAWN	ADD
CHECKED	ET342

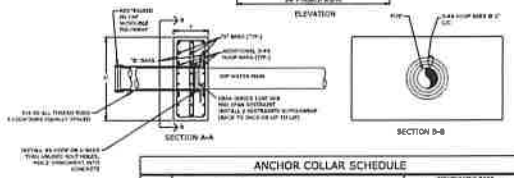
C7.7



NOTES:
1. CONTRACTOR SHALL FIELD LOCATE BELLS AND COORDINATE WITH ENGINEER OF RECORD AND OWNER ON FINAL LAYOUT AT EACH LINE STOP LOCATION PRIOR TO CONSTRUCTION.
2. MECHANICAL RESTRAINT SHALL BE REQUIRED.

24" & 30" LINE STOP LAYOUT
NTS

ELEVATION



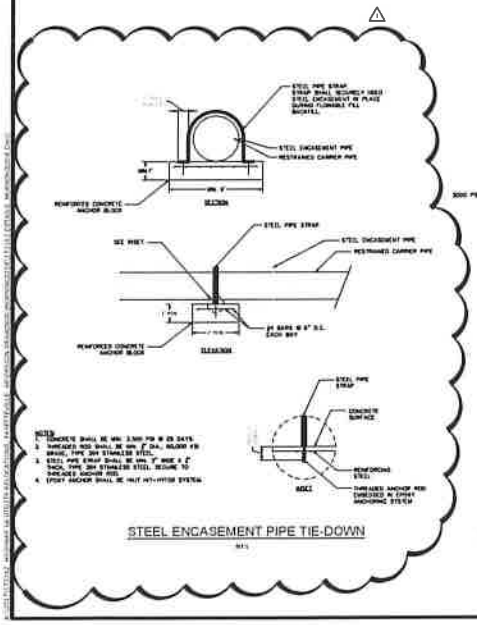
SECTION A-A

SECTION B-B

ANCHOR COLLAR SCHEDULE

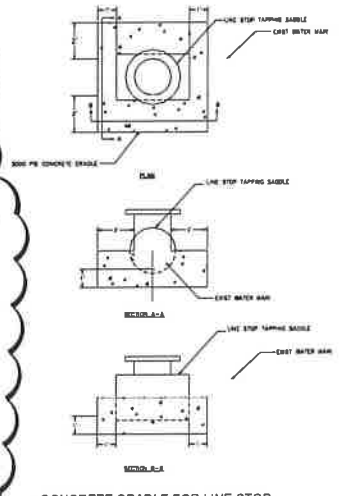
PIPE SIZE	MINIMUM DIMENSIONS				APPROXIMATE BARS			
	W	H	T	#	12" BARS # LAYERS	# EACH	18" BARS # LAYERS	# EACH
6"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3
8"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3
10"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3
12"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3
16"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3
20"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3
24"	1'-3"	1'-3"	1'-0"	4 PCS. REFERENCE CLAMPED TEE SECTION A-A	#5@12"	3	#5@12"	3

ANCHOR COLLAR
NTS

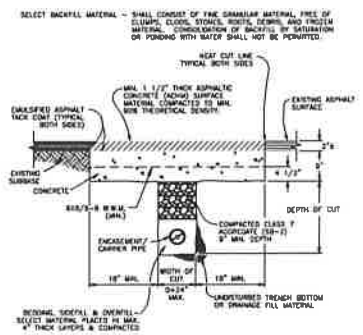


NOTES:
1. CONCRETE SHALL BE MIN. 3,500 PSI @ 28 DAYS.
2. THREADED ROD SHALL BE MIN. 1" DIA., ASTM A36 GRADE, TYPE 304 STAINLESS STEEL.
3. STEEL PIPE STRAP SHALL BE MIN. 3" WIDE x 1/4" THICK, TYPE 304 STAINLESS STEEL. SEGUNE TO THREADED ANCHOR ROD.
4. EPOXY ANCHOR SHALL BE HILTI HIT-HY200 SYSTEM.

STEEL ENCASEMENT PIPE TIE-DOWN
NTS



CONCRETE CRADLE FOR LINE STOP
NTS



ASPHALT HIGHWAY REPAIR DETAIL
NTS

McCLELLAND CONSULTING ENGINEERS, INC.
1810 N. COLLEGE AVE
FAYETTEVILLE, ARKANSAS 72703
PH: (479) 443-2377

MORNINGSIDE DRIVE
24" WATER MAIN RELOCATION
FAYETTEVILLE, ARKANSAS

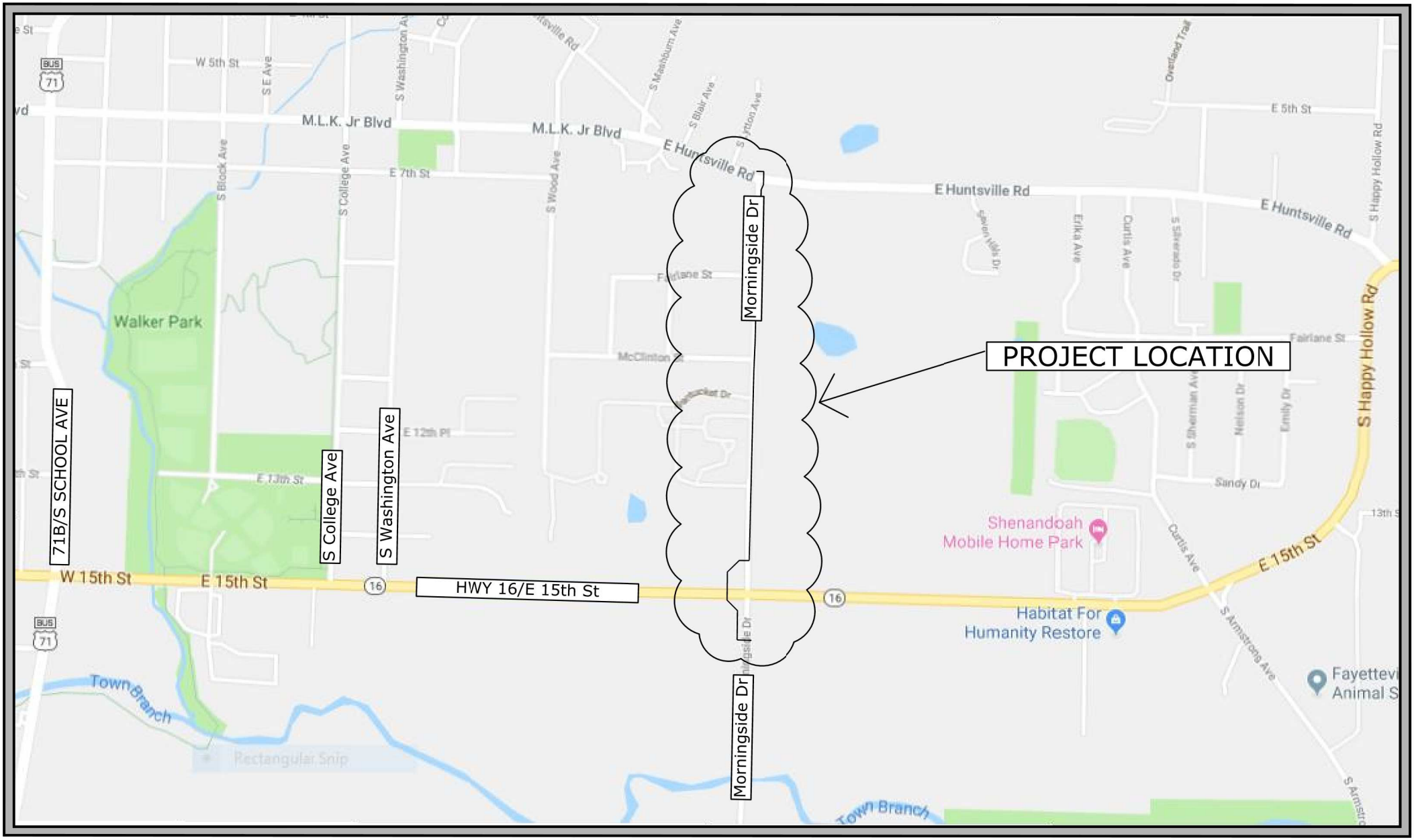
811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DETAILS-6

DRAWN BY: MB	CHECKED BY: CLF
DATE: 12/9/2019	SCALE: AS NOTED
JOB NO: 171163	

C8.6



VICINITY MAP

SCALE: N.T.S.