

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

7/2/2013

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Utilities Management
 Division

Utilities
 Department

Action Required:

a construction contract with Arco Excavation and Paving, Inc. for \$434,945.00, for removal of the former Tyson Building slab and foundation, approve a \$43,000 contingency, and approve a budget adjustment.

\$ 477,945
 Cost of this request

4470-9470-5315.00
 Account Number

02046-1301
 Project Number

\$ 797,331
 Category / Project Budget

\$ 123,493
 Funds Used to Date

\$ 673,838
 Remaining Balance

Tyson Building Demolition
 Program Category / Project Name

Building Improvements
 Program / Project Category Name

Sales Tax Capital
 Fund Name

Budgeted Item

Budget Adjustment Attached

David Jurgens
 Department Director

11 Jun 13
 Date

Previous Ordinance or Resolution # 26-13

David Kelly
 City Attorney

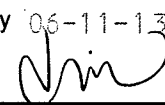
6-11-13
 Date

Original Contract Date: 2/5/2013

Original Contract Number: _____

Paul a. Baker
 Finance and Internal Services Director

6-12-2013
 Date

Received in City Clerk's Office 06-11-13 P02:07 RCVD


Don Man
 Chief of Staff

6-13-13
 Date

Received in Mayor's Office


David Jurgens
 Mayor

6/12/13
 Date

Comments:



To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

From: David Jurgens, Utilities Director 

Date: June 11, 2013

Subject: Tyson Building Slab Removal Contract with Arco Excavation and Paving, Inc. for \$434,945.00

RECOMMENDATION

City Staff recommends approving a construction contract with Arco Excavation and Paving, Inc. for \$434,945.00, for removal of the former Tyson Building slab and foundation, approve a \$43,000 contingency, and approve a budget adjustment.

BACKGROUND

The City of Fayetteville is removing the Tyson Building at 1851 East Huntsville Road, in preparation for sale and development of approximately two acres of the site to and by Kum & Go. The sale contract was executed February 5th, 2013, and contains the following statement: "The City of Fayetteville agrees to demolish or pay a reputable contractor to demolish and remove unsalvageable debris of the old Tyson Factory to include removing its foundation, footings and slab within four months of both parties' execution of this Agreement." The structure itself has been removed through GovDeals on-line auction by AR-Rahim, who paid the City a net of \$84,199.05. AR-Rahim left all masonry and concrete on site for grinding or removal by a follow-on contractor.

When the building was removed, we discovered several aspects of the original construction that were not expected and which were impossible to identify in advance without prior destructive testing. Primarily, there were large areas where insulation was sandwiched between layers of concrete floor, as well as sandwiched and attached to concrete and masonry wall material, making the insulation very difficult to remove from the concrete and masonry material. This feature caused this bid to be higher than was originally expected. The contractor is still required to meet the LEED requirement of 75% diversion from the landfill.

DISCUSSION

This contract is to remove the slab and foundation (to 30" below grade) and grind all concrete, masonry, and asphalt material, and remove all remaining debris and material from the site. The City of Fayetteville Utilities Team and/or Building Maintenance team will provide primary construction phase services, with limited technical support from Garver Engineers. The City received four bids, shown below.

Bidder	Bid
ARCO Excavation and Paving, Inc.	\$ 434,945.00
Ark Wrecking Co of Oklahoma, Inc.	\$ 692,370.60
D&R, LLC.	\$ 558,377.02
Sweetser Construction, Inc.	\$ 763,023.00
Engineer's Estimate	\$ 437,000.00

BUDGET IMPACT

Funding for this contract is coming from fund balance, per the attached budget adjustment. It will be replaced by proceeds from the land sale to Kum & Go, when received.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-33 AND AUTHORIZING A CONTRACT WITH ARCO EXCAVATION AND PAVING, INC. IN THE AMOUNT OF \$434,945.00 FOR THE DEMOLITION OF THE FOUNDATION AND CONCRETE SLAB AT THE FORMER TYSON BUILDING ON HUNTSVILLE ROAD, APPROVING A PROJECT CONTINGENCY OF \$43,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-33 and authorizes a contract with ARCO Excavation and Paving, Inc. in the amount of \$434,945.00 for the demolition of the foundation and concrete slab at the former Tyson Building on Huntsville Road, and further approves a project contingency of \$43,000.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 2nd day of July, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer


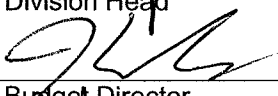


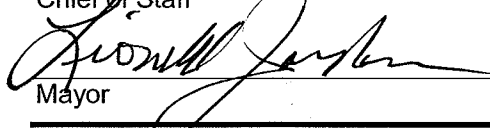
**City of Fayetteville, Arkansas
Budget Adjustment Form**

V12.0724 D. 1
Bid #13-33 ARCO
Excavation and Paving, Inc.
Page 4 of 44

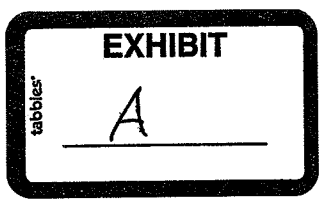
Budget Year 2013	Division: Water & Sewer Maintenance Department: Utilities Director	Request Date 6/11/2013	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA is needed in the Building Improvements-Tyson Building Demolition to cover the cost for the removal of the slab and foundation of the Tyson Building.

 Division Head	11 Jun 13 Date	Prepared By: Cheryl Partain Reference: Springer, Kevin
 Budget Director	6/11/13 Date	Budget & Research Use Only
 Department Director	11 Jun 13 Date	Type: A B C D E P
Paula A. Butler Finance Director	6-12-2013 Date	General Ledger Date
 Chief of Staff	6-13-13 Date	Posted to General Ledger
 Mayor	6/17/13 Date	Checked / Verified

		477,945	477,945	
Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Contract services	4470.9470.5315.00	477,945	-	02046 . 1301
Use of fund balance	4470.0947.4999.99		477,945	.
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City of Fayetteville
 Manufacturing Facility Slab Demolition
 BID TABULATION
 BID OPENING: June 11, 2013; 10:00 AM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		ARCO Excavation & Paving, Inc.		D & R, LLC.		Ark Wrecking Co of Oklahoma, Inc.		Sweetser Construction, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	202	Select Embankment	CY	1,000	\$10.00	\$10,000.00	\$12.95	\$12,350.00	\$15.00	\$15,000.00	\$12.00	\$12,000.00	\$9.50	\$9,500.00
2	204	4" Topsoil Placement (Yard Areas)	SY	12,972	\$2.00	\$25,944.00	\$4.50	\$58,374.00	\$4.16	\$53,963.52	\$2.85	\$36,970.20	\$2.75	\$35,673.00
3	505	Seeding and Mulching	Acre	2	\$2,553.75	\$5,107.50	\$3,750.00	\$7,500.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400.00
4	509	Erosion Control	LS	1	\$6,250.00	\$6,250.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$43,000.00	\$43,000.00
5	511	Mobilization	LS	1	\$4,089.50	\$4,089.50	\$18,750.00	\$18,750.00	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$38,000.00	\$38,000.00
6	SP-2	Existing Concrete Pavement Removal (Plan Quantity)	SY	4,811	\$6.00	\$28,866.00	\$6.75	\$32,474.25	\$9.00	\$43,299.00	\$3.70	\$17,800.70	\$12.50	\$60,137.50
7	SP-2	Existing Asphalt Pavement Removal (Plan Quantity)	SY	4,581	\$3.00	\$13,743.00	\$6.75	\$30,921.75	\$4.50	\$20,614.50	\$3.70	\$16,949.70	\$12.50	\$57,262.50
8	SP-2	Existing Foundation Pavement Removal (Plan Quantity)	SY	14,500	\$9.00	\$130,500.00	\$6.75	\$97,875.00	\$9.00	\$130,500.00	\$3.70	\$53,650.00	\$12.50	\$181,250.00
9	SP-3	Rubblizing Concrete	LS	1	\$148,600.00	\$148,600.00	\$97,500.00	\$97,500.00	\$100,000.00	\$100,000.00	\$138,000.00	\$138,000.00	\$160,000.00	\$160,000.00
10	SP-5	Remove, Dispose, and Recycle Existing Building Debris (Plan Quantity)	CY	3,200	\$20.00	\$64,000.00	\$18.50	\$59,200.00	\$50.00	\$160,000.00	\$112.50	\$360,000.00	\$54.00	\$172,800.00
TOTALS						\$437,100.00		\$434,945.00		\$558,377.02		\$692,370.60		\$763,023.00

Corrected Prices





BID: 13-33
DATE: 06/11/13
TIME: 10:00 AM
CITY OF FAYETTEVILLE

Bid 13-33, Construction - Manufacturing Facility Slab Demolition, (Formerly Tyson ^{Complex} Building)

BIDDER	TOTAL COST
1 ARCO Excavation and Paving, Inc.	\$ 434,945.00
2 Ark Wrecking Co. of Oklahoma, Inc.	\$ 692,370.60
3 D&R, LLC.	\$ 558,377.02
4 Sweetser Construction, Inc.	\$ 763,023.00

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

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

DATE



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

June 11, 2013

David Jurgens
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: **Recommendation to Award**
Manufacturing Facility Slab Demolition
(Former Tyson Complex)

Dear Mr. Jurgens:

Bids were received for "Manufacturing Facility Slab Demolition" at the City of Fayetteville, Purchasing Division, Room 306 – City Hall, 113 W. Mountain, Fayetteville, Arkansas at 10:00 a.m., Tuesday, June 11, 2013.

A total of four bids were received for this project. ARCO Excavation & Paving, Inc. of Bentonville, Arkansas submitted the low bid for the project in the amounts of \$434,945.00. A copy of the tabulation of bids received including the Engineer's estimate is attached.

We recommend that the City of Fayetteville award the construction contract for "Manufacturing Facility Slab Demolition" to the low bidder, ARCO Excavation & Paving, Inc. We believe that the award of this project to ARCO Excavation & Paving, Inc. represents the best value for the City.

Please call me if you have any questions.

Sincerely,

GARVER

A handwritten signature in black ink, appearing to read 'Dylan Cobb'.

Digitally Signed
2013-06-11 13:03-05:00

Dylan Cobb, P.E.
Project Manager

Attachments: Bid Tabulation

X:\2013\13047050 - Fayetteville Warehouse Demolition\Correspondence\Outgoing\Jurgens 2013-06-11 Recommendation to Award.doc

DOCUMENT 00400 – BID FORM

Contract Name: Manufacturing Facility Slab Demolition (Former Tyson Complex)

Bid Number BID # 13-33

BID TO:

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

BID FROM:

Bidder:

ARCO EXCAVATION & PAVING, INC.
10287 E. Hwy 72
BENTONVILLE AR.
72712

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>5/30</u>
<u>2</u>	<u>6/4</u>
<u>3</u>	<u>6/5</u>
<u> </u>	<u> </u>

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

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

D. Bidder 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.

DOCUMENT 00400 –BID FORM (continued)

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has 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.
- I. 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.
- J. 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.
- K. 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

APP. #1

DOCUMENT 00400 – BID FORM (continued)

- L. 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

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

IN NO CASE SHALL THE AMOUNT BID FOR THE ITEM OF “MOBILIZATION” EXCEED 5% OF THE TOTAL CONTRACT AMOUNT FOR ALL OTHER ITEMS LISTED IN THE BID FORM.

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID AMOUNT
1	202	Select Embankment	CY	1,000	# 12 35	# 12,350 ⁰⁰
2	204	4" Topsoil Placement (Yard Areas)	SY	12,972	# 4 50	# 58,374 ⁰⁰
3	505	Seeding and Mulching	Acre	2	# 3750 ⁰⁰	# 7500 ⁰⁰
4	509	Erosion Control	LS	1	# 20,000 ⁰⁰	# 20,000 ⁰⁰
5	511	Mobilization	LS	1	# 18,750 ⁰⁰	# 18,750 ⁰⁰
6	SP-2	Existing Concrete Pavement Removal (Plan Quantity)	SY	4,811	# 6 75	# 32,474 ²⁵
7	SP-2	Existing Asphalt Pavement Removal (Plan Quantity)	SY	4,581	# 6 75	# 30,921 ⁷⁵
8	SP-2	Existing Foundation Pavement Removal (Plan Quantity)	SY	14,500	# 6 75	# 97,875 ⁰⁰
9	SP-3	Rubblizing Concrete	LS	1	# 97,500 ⁰⁰	# 97,500 ⁰⁰
10	SP-5	Remove, Dispose, and Recycle Existing Building Debris (Plan Quantity)	CY	3,200	# 18 50	# 59,200 ⁰⁰

TOTAL AMOUNT BID \$ # 434,945⁰⁰

DOCUMENT 00400 - BID FORM (continued)

TOTAL AMOUNT BID \$ 434,945⁰⁰

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 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 certified or bank cashier's check or a Bid Bond and in the amount of TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY Dollars (\$ 21,750⁰⁰).
 - 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:

ARCO
MATHEW P. CRAWLEY
PROJECT MANAGER
Phone No. (479) 451-8000
FAX No. (479) 451-8010

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.

DOCUMENT 00400 – BID FORM (continued)

SUBMITTED on JUNE 6th, 2013.

Arkansas State Contractor License No. 0155550913.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 - BID FORM (continued)

A Corporation

Corporation Name: ARCO EXCAVATION AND PAVING INC. (SEAL)

State of Incorporation: ARKANSAS

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

GB

By: Heath Taylor

(Signature – attach evidence of authority to sign)

Name (type or printed): HEATH TAYLOR

Title: Pres.

Attest: [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 10287 E. Hwy 72

BENTONVILLE AR. 72712

Phone No.: (479) 451-8000 FAX No.: (479) 451-8010

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

SEE ATTACHED

as Principal, hereinafter called the Principal, and

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

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

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars (\$ _____), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for Manufacturing Facility Slab Demolition

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

DOCUMENT 00410 – BID BOND (continued)

Signed and sealed this _____ day of _____ 20__.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF DOCUMENT 00410

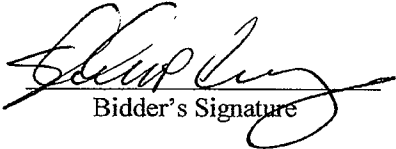
DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for MANUFACTURING FACILITY SLAB DEMOLITION (Former Tyson Complex)

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
<u>POWERIZER</u>	<u>ROLLING ROCK RECYCLING LLC.</u>	<u>25%</u>
<u>DUMPSTER</u>	<u>DEFENBAUGH INC.</u>	<u>10%</u>
<u>SUECT EMBLEMMENT</u>	<u>BIG RED DIRT FARM</u>	<u>10%</u>
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NOTE: This form must be submitted in accordance with the Instructions to Bidders.


 Bidder's Signature

END OF DOCUMENT 00430

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Arco Excavation & Paving, Inc.

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

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

City of Fayetteville, AR

as Obligee, hereinafter called the Obligee, in the sum of

*** Five Percent of the Bid Amount****, Dollars (\$*** 5 %****)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Bid 13-33, Construction-Manufacturing Facility Slab Demolition (formerly Tyson Complex)

Bid Date: 6/11/13

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

Signed and sealed this 11th day of June, 2013

[Signature] 6/10/13
Witness

Arco Excavation & Paving, Inc.

Principal

[Signature]
Title (Seal)

SIGN HERE

Granite Re, Inc.

[Signature]
Billy Eugene Bennett, Jr. Attorney in Fact (Seal)

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 19th day of July, 2012.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington
Kenneth D. Whittington, President
Kyle P. McDonald
Kyle P. McDonald, Treasurer

On this 19th day of July, 2012, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2013
Commission #: 01013257



Kristeen E. Carlson
Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 11th day of June, 20 13.



Kyle P. McDonald
Kyle P. McDonald, Secretary/Treasurer

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MANUFACTURING FACILITY SLAB DEMOLITION (Former Tyson Complex)

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between The City of Fayetteville, Arkansas and Arco Excavation & Paving, Inc.

ARTICLE 1 - WORK

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

The project includes, but not limited to, the Manufacturing Facility Slab Demolition (Former Tyson Complex), located at 1851 E. Huntsville Road in Fayetteville, AR, for existing building foundation and parking lot demolition for reuse and recycle to achieve LEED certification. The Contract consists of removing, storing on-site, rubblizing or grinding, separating reinforcing metal, documenting all material reused, recycled, and disposed for LEED certification, and other miscellaneous related items from 13,630-square yards of concrete foundation, 4,800-square yards of concrete pavement, and 4,500-square yards of asphalt pavement. The rubblized pavements will be reused as material to bring the site back to grade in addition to off-site embankment.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will consist of two construction phases with a total contract time of 60 consecutive calendar days. The work will be substantially completed after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 70 calendar days after the date when the Contract Times commence to run. The construction phases are as follows:

1. Phase 1: Shall be Substantially Completed within 30 calendar days. Phase 1 construction includes the demolition of the Manufacturing Facility Slab, rubblizing concrete, grading, topsoil, and seeding and mulching.
2. Phase 2: Shall be Substantially Completed within 30 calendar days upon substantial completion of Phase 1 or at the discretion of the Owner, the phases may overlap. Phase 2 construction includes removing, disposing, and recycling the former Tyson Complex building debris stockpiled on-site.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Arco Excavation & Paving, Inc. recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and

DOCUMENT 00500 – AGREEMENT (continued)

difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Arco Excavation & Paving, Inc. agree that as liquidated damages for delay (but not as a penalty) Arco Excavation & Paving, Inc. shall pay The City of Fayetteville Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Arco Excavation & Paving, Inc. shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Arco Excavation & Paving, Inc. shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

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

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Arco Excavation & Paving, Inc. 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 Arco Excavation & Paving, Inc. 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).
 - 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.
 - 2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Arco Excavation & Paving, Inc. to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The

DOCUMENT 00500 – AGREEMENT (continued)

City of Fayetteville may withhold, in accordance with 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, Arco
Excavation & Paving, Inc. makes the following representations:

- A. Arco Excavation & Paving, Inc. has examined and carefully studied the
Contract Documents including the Addenda and other related data identified
in the Bid Documents.
- B. Arco Excavation & Paving, Inc. has visited the Site and become familiar
with and is satisfied as to the general, local, and Site conditions that may
affect cost, progress, performance, and furnishing of the Work.
- C. Arco Excavation & Paving, Inc. 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. Arco Excavation & Paving, Inc. 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. Arco Excavation & Paving, Inc. acknowledges that

DOCUMENT 00500 – AGREEMENT (continued)

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. Arco Excavation & Paving, Inc. 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 Arco Excavation & Paving, Inc. and safety precautions and programs incident thereto.
- F. Arco Excavation & Paving, Inc. 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. Arco Excavation & Paving, Inc. 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. Arco Excavation & Paving, Inc. has correlated the information known to Arco Excavation & Paving, Inc., 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. Arco Excavation & Paving, Inc. has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Arco Excavation & Paving, Inc. has discovered in the Contract Documents and the written

DOCUMENT 00500 – AGREEMENT (continued)

resolution thereof by Engineer is acceptable to Arco Excavation & Paving, Inc.

- 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 Arco Excavation & Paving, Inc. 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. Arco Excavation & Paving, Inc. Bid.
 - c. Documentation submitted by Arco Excavation & Paving, Inc. prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

MANUFACTURING FACILITY SLAB DEMOLITION:

8. Addenda numbers one (1) 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.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Arco Excavation & Paving, Inc. 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 Arco Excavation & Paving, Inc., 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.

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Arco Excavation & Paving, Inc. have signed this Agreement in quadruplicate. One counterpart each has been delivered to Arco Excavation & Paving, Inc. and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Arco Excavation & Paving, Inc. or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARCO EXCAVATION & PAVING, INC. _____ CITY OF FAYETTEVILLE _____

By: _____

By: Lioneld Jordan

Title: _____

Title: Mayor

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

(If Arco Excavation & Paving, Inc. is a corporation,
attach evidence of authority to sign.)

END OF DOCUMENT 00500

ITEM SP-1 LEED REQUIREMENTS

SUMMARY

SP-1-1.1 This project is intended to assist the owner in achieving a minimum Silver rating for Leadership in Energy and Environmental Design, LEED™ rating from the U.S. Green Building Council. The Contractor will be responsible for documenting all recycled and/or reused waste materials.

STANDARDS

SP-1-2.1 LEED™ NC Reference Guide Version 3.0 – U.S. Green Building Council (USGBC), www.usgbc.org.

SP-1-2.2 This project shall be constructed in accordance with **LEED™ Silver** certified by the GBCI.

SP-1-2.3 Environmental Laws: All project work must comply with all applicable federal, state, and local building-related environmental laws and regulations in place where the project is located.

REQUIREMENTS

SP-1-3.1 The contractor shall be responsible for the following:

1. LEED™ credit to be pursued for Materials and Resources for New Construction (NC):
 - a. Construction Waste Management (MR credit 2): Minimum of 75% with a target amount of 95% of nonhazardous construction waste or debris to be recycled or salvaged.
2. The contractor shall have experience providing LEED™ documentation on previous projects and be fully informed and knowledgeable regarding LEED™ documentation rationale and requirements.

EXECUTION

SP-1-4.1 Waste Management Plan: Perform a waste analysis to determine the types and quantity of construction waste anticipated and identify salvage for resale, salvage for reuse, recycling, and disposal options available.

SP-1-4.2 Waste Management Implementation: Implement and maintain, for the duration of the project, the construction waste management program including the following:

1. Manager: Designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
2. Instructions: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the Project.
3. Separation facilities: Layout and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse and return. Provide a site map that calls out areas identified. Provide the necessary containers and bins, to facilitate the waste management program. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials. Separate construction waste at the project site by one of the following methods:

- a. Source Separated Method: Waste products and materials that are recyclable are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported to a landfill.
- b. Co-Mingled Method: Selected waste materials are placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash and waste materials are handled separately.

SUBMITTALS

SP-1-5.1 Contractor is responsible for understanding, tracking, preparing and submitting primary and/or supplemental LEED™ documentation required to obtain LEED™ Credits noted to be submitted by Contractor.

1. Construction Waste Management Report: Follow the method for monitoring and documenting the LEED program provided, include the following:
 - a. Amount (by weight) of trash disposed of in a landfill, the tip fee per ton, and the total cost of disposal including transportation costs, container rental costs, taxes, etc.
 - b. Amount (by weight) and type of waste materials salvaged for sale, salvaged for reuse and recycled. Provide destination, means of transportation, the tip fee per ton and the total cost of disposal including transportation costs, container rental costs, taxes, etc for each material.
 - c. Cost savings by waste material due to salvaging, reusing and recycling materials. Calculate the savings based upon the cost per ton for land filling compared to the cost per ton for salvaging, reusing and recycling materials.
 - d. Totals for date including: trash generated by weight and percentage of total; waste materials generated by weight and percentage of total identified by salvaged for resale, salvaged for reuse, or recycled; cost savings; and percentage of disposal fees saved.
2. Submit Credits using USGBC LEED-Online at <https://www.leedonline.com>. Contractor must register on website to access LEED-Online; Owner will provide the LEED™ Project Access Number.
3. Print out paper copies of each Credit's documentation entered or uploaded onto LEED-Online and submit a copy to Owner.

END OF SECTION SP-1

ITEM SP-2 PAVEMENT REMOVAL

DESCRIPTION

SP-2-1.1 This section covers all work required for the removal of existing pavement in accordance with the locations and details indicated in the Plans and complying with these Specifications.

STANDARDS

SP-2-2.1 All work, Materials, Construction, shall comply with Section 201 – Clearing, Grubbing, and Demolition of the City of Fayetteville Standard Specifications, except as modified or augmented herein.

SP-2-2.2 LEED Requirements: The work of this section is part of the overall requirements to comply with a level of achievement of the “Leadership in Energy and Environmental Design” or LEED™ Green Building Rating System. Comply with SP-1 LEED Requirements.

EXECUTION

- SP-2-3.1 The Contractor shall remove existing pavement as follows:
- a. Verify existing pavement type and limits of removal.
 - b. Sweep existing pavement surface of all objects, materials, and sediment.
 - c. Foundation pavement removal area shall consist of the concrete footprint of the existing Tyson Complex, including the footings, loading docks or any permanent existing structures integral with the foundation.
 - d. Foundation pavement removal shall consist of the removal of 30-inches below existing grade or as directed.
 - e. Asphalt pavement removed shall be reused, recycled, or disposed. Removal shall be in accordance with Section 516 - Cold Milling Asphalt Pavement of the City of Fayetteville Standard Specifications. All other methods of asphalt pavement removal shall be approved by the Engineer.
 - f. Concrete pavement removal, excluding foundation pavement removal, and asphalt pavement removal shall consist of removing the surface pavement. The subgrade and aggregate subbase will not be considered as part of the removal, unless otherwise directed.
 - g. The Contractor shall place the removed pavement to a designated area on-site, to be determined by the owner or engineer, to be reused, recycled or potentially disposed of in accordance with SP-1 LEED Requirements.

METHOD OF MEASUREMENT

SP-2-4.1 Existing pavement removal will not be measured and the plan quantities will be considered the final quantities for purposes of final payment. The plan quantities are estimates and may vary throughout the site. The contractor shall coordinate with the engineer to document areas of additional pavement removal and the revised quantity shall be agreed upon prior to beginning any work associated with the change.

BASIS OF PAYMENT

SP-2-5.1 Work completed and accepted under this section and measured as provided above will be paid for at the Contract Unit Price bid for the type of existing pavement to be removed which price shall be full compensation for removing, storing, disposing, and documenting for LEED certification for the items and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Item SP-2-5.1 Existing Concrete Pavement Removal	Per Square Yard (S.Y.) (Plan Quantity)
Item SP-2-5.2 Existing Asphalt Pavement Removal	Per Square Yard (S.Y.) (Plan Quantity)
Item SP-2-5.3 Existing Foundation Pavement Removal	Per Square Yard (S.Y.) (Plan Quantity)

END OF SECTION SP-2

ITEM SP-3 RUBBLIZING CONCRETE

DESCRIPTION

SP-3-1.1 This section covers all work required for rubblizing portland cement concrete from the existing Tyson Complex parking lot, building foundation, building masonry stockpiled by others on-site, and the separation of reinforcing metal and other non-grindable materials to be reused, recycled, or disposed of as indicated on the plans or as directed by the engineer.

STANDARDS

SP-3-2.1 All work, Materials, construction, shall comply with Section 513 – Rubblizing Portland Cement Concrete Pavement of Arkansas State Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction, except as modified or augmented herein. Additional methods such as Multi-Head Breaker and portable concrete crushers will be permitted for use upon approval by the engineer.

SP-3-2.2 LEED Requirements: The work of this section is part of the overall requirements to comply with a level of achievement of the “Leadership in Energy and Environmental Design” or LEED™ Green Building Rating System. Comply with SP-1 LEED Certification.

MATERIALS

SP-3-3.1 Recycled concrete aggregate shall consist of Portland cement concrete or other concrete containing pozzolanic binder material and cementitious building masonry. The rubblized concrete material shall be free of reinforcing steel and expansion material. Asphalt concrete overlays shall be removed from the PCC surface prior to pavement removal and crushing. An incidental amount of recycled asphalt concrete pavement and other foreign material may be present in the recycled concrete aggregate.

SP-3-3.2 Gradation: The gradation of the rubblized concrete shall fall within the design range indicated in Table 1, when tested in accordance with ASTM C 117 and C 136. The final gradation shall be continuously graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on an adjacent sieve or vice versa.

Table 1. Requirements for gradation of recycled concrete aggregate.		
Sieve Size	Percentage by Weight Passing Sieves	Mix Tolerances Percent
2 in (50.8 mm)	100	--
1-1/2 (37.5 mm)	95 - 100	+/- 5
1 in (25.0 mm)	70 - 95	+/- 8
3/4 in (19.0 mm)	55 - 85	+/- 8
No.4 (4.75 mm)	30 - 60	+/- 8
No. 30 (0.60 mm)	12 - 30	+/- 5
No. 200 (0.075 mm)	0 - 5	+/- 3

REQUIREMENTS

SP-3-4.1 Verify the removed portland cement concrete and existing residual stock piled building masonry to be rubblized with Engineer before proceeding with work.

SP-3-4.2 Existing reinforcing metal and other non-grindable materials shall be separated and stored on-site in a designated area, to be determined. The Contractor shall reuse and recycle or dispose of materials in accordance with SP-1 LEED Requirements.

SP-3-4.3 Coordinate compaction of rubblized concrete with the engineer.

SP-3-4.4 The contractor shall maintain control of dust at all times. In the event that watering does not satisfactorily control the dust, other methods of dust control will be required.

CONSTRUCTION METHOD

SP-3-5.1 Subgrade Preparation: Verify the underlying course with the engineer before the placing and spreading of rubblized concrete operations have started, such as improper drainage conditions, rutting, etc. Subgrade Preparation shall be in accordance with Section 203 of the City of Fayetteville Standard Specifications.

SP-3-5.2 The rubblized concrete shall be placed uniformly where indicated or as directed by the engineer. Maximum depths shall be 6 inches for compacted areas. For depths greater than 6 inches, it shall be constructed in two or more layers.

SP-3-5.3 The rubblized concrete shall be used to restore the site within 4 inches of existing grades in areas outside the limits of the Kum & Go development. In areas inside the Kum & Go development, the rubblized concrete shall be used to restore the site to existing grades or as directed by the engineer.

SP-3-5.4 Reinforcing metal shall be separated and stored in a designated area, to be determined by the owner or engineer, to be reused, recycled, or disposed of in accordance with SP-1 LEED Requirements. All other materials not applicable for LEED credits shall be disposed of in accordance with local, state, and federal laws.

METHOD OF MEASUREMENT

SP-3-6.1 Completed and accepted rubblizing concrete shall be measured as a complete unit and will be paid for at the lump sum price bid. Metal and other non-grindable materials separated from portland concrete shall be considered subsidiary to Rubblizing Concrete. Rubblizing masonry and cementitious materials salvaged from the existing Tyson building complex deemed suitable for reuse by the engineer shall be considered subsidiary to Rubblizing Concrete.

BASIS OF PAYMENT

SP-3-7.1 Work completed and accepted under this section and measured as provided above will be paid for at the Contract Unit Price bid for rubblizing concrete and for preparing and placing these materials which price shall be full compensation for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Item SP-3-5.1 Rubblizing Concrete

Per Lump Sum (L.S.)

END OF SECTION SP-3

ITEM SP-4 TEMPORARY EROSION CONTROL DETAILS

DESCRIPTION

SP-4-1.1 This section covers the temporary erosion control details and shall be considered supplementary to Section 509 – EROSION CONTROL of the City of Fayetteville Standard Specifications for Street and Drainage Construction. A copy of these details may be obtained from the City of Fayetteville or from <http://www.accessfayetteville.org>.

STANDARDS

SP-4-2.1 City of Fayetteville Standard Specifications for Street and Drainage Construction, latest edition.

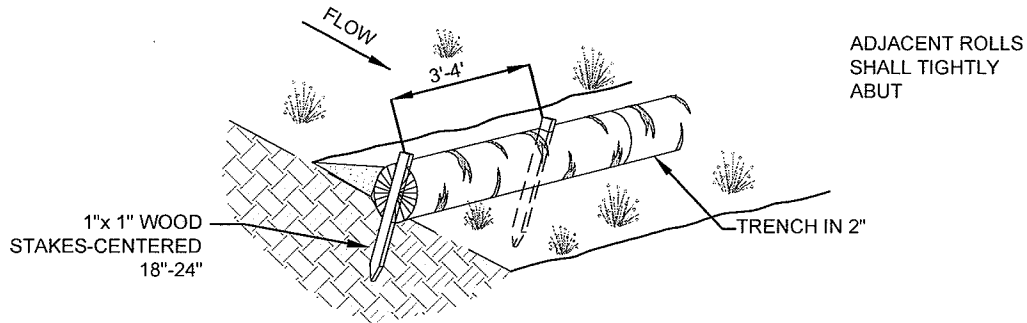
EXECUTION

SP-4-3.1 Temporary Erosion Control Plan: See plans for locations, notes, and additional information regarding temporary erosion control devices.

SP-4-3.2 Temporary Erosion Control Details included as part of SP-4:

- WATTLE DETAIL
- SILT FENCE
- BLOCK AND AGGREGATE INLET SEDIMENT DEVISE
- ROCK CHECK DAM


END OF SECTION SP-4



INSTALLATION NOTES

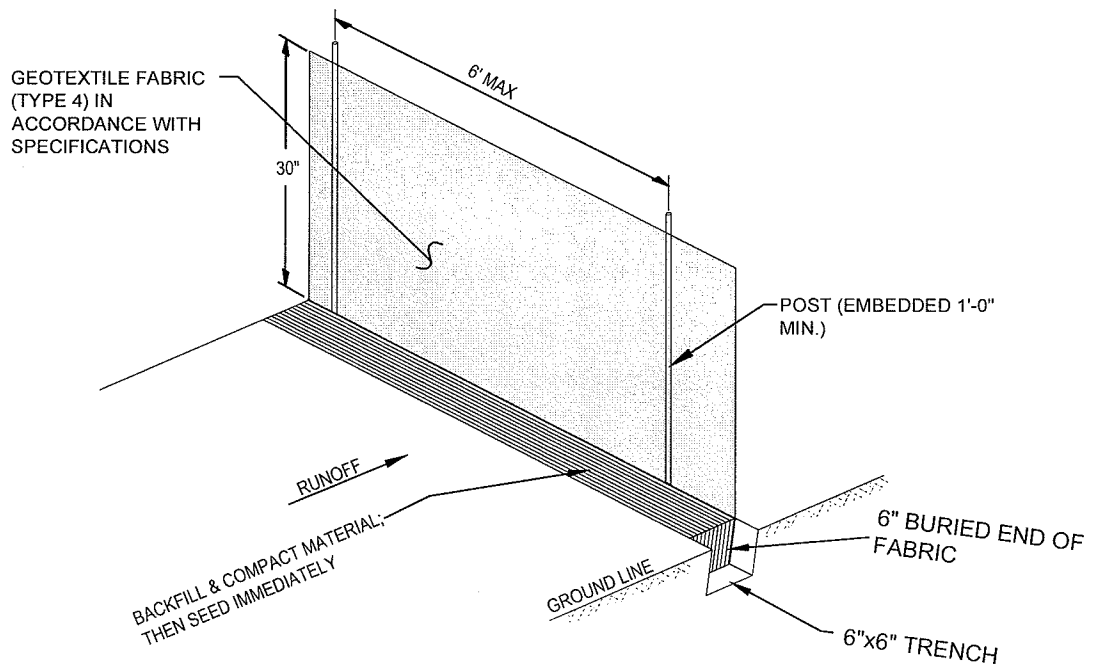
1. WATTLES SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR, OR COCONUT FIBER.
2. NOT FOR USE IN CONCENTRATED FLOW AREAS.
3. THE WATTLES SHALL BE TRENCHED INTO THE GROUND A MINIMUM OF TWO (2) INCHES.
4. WATTLES SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
5. ON SLOPES, WATTLES SHOULD BE INSTALLED ON CONTOUR WITH A SLIGHT UPWARD CURVE AT THE END OF THE ROW IN ORDER TO CREATE PONDING.
6. RUNNING LENGTHS OF WATTLES SHOULD BE ABUTTED FIRMLY TO ENSURE NO LEAKAGE AT THE ABUTMENTS.
7. WHEN INSTALLING RUNNING LENGTHS OF WATTLES, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST, DO NOT OVERLAP THE ENDS. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTER.
8. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE. LEAVING 2 - 3 INCHES OF THE STAKE PROTRUDING ABOVE THE WATTLE. WHEN INSTALLING WATTLES ON SLOPES, DRIVE THE STAKES PERPENDICULAR TO THE SLOPE.
9. DRIVE THE FIRST END STAKE OF THE SECOND WATTLE AT AN ANGLE TOWARD THE FIRST WATTLE IN ORDER TO HELP ABUT THEM TIGHTLY TOGETHER.
10. STAKING: THE CITY RECOMMENDS USING WOOD STAKES TO SECURE THE WATTLES. 1/2" TO 5/8" REBAR IS ALSO ACCEPTABLE WITH A SAFETY CAP.. BE SURE TO USE A STAKE THAT IS LONG ENOUGH TO PROTRUDE SEVERAL INCHES ABOVE THE WATTLE.
11. THE CONTRACTOR SHALL INSPECT WATTLES EVERY TWO WEEKS AND AFTER ANY SIGNIFICANT STORM EVENT AND MAKE REPAIRS OR REMOVE SEDIMENT ACCUMULATED BEHIND WATTLE AS NECESSARY.
12. SEDIMENT ACCUMULATED BEHIND WATTLE SHALL BE REMOVED WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF THE DIAMETER OF THE WATTLE.
13. WATTLES SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND IS ACCEPTED BY THE CITY.

WATTLE DETAIL
 N.T.S.


	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE: (479) 575-8208 FAX NO: (479) 575-8202	TITLE: EROSION CONTROL DETAILS	DATE: May 24, 2011	SHEET:
		DESCRIPTION: WATTLE	REVISED	EC4
DRAWN BY: JTS	CHECKED BY: GEN	FILE:		
EC4-Wattle.dwg				

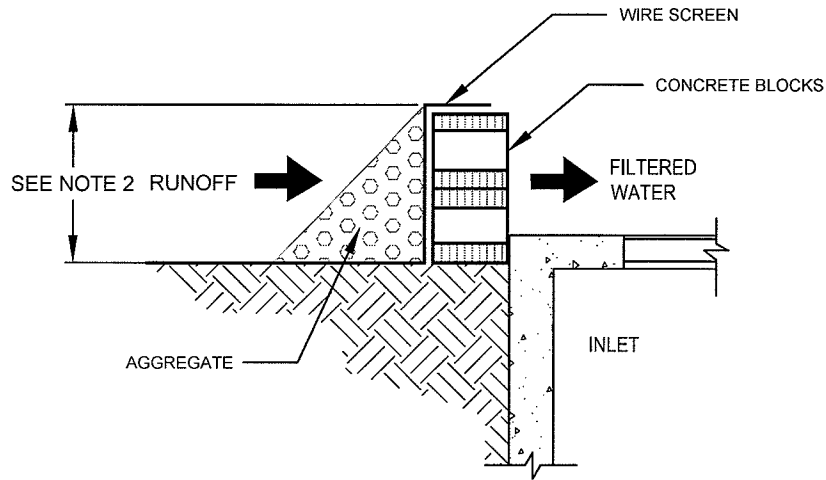
SILT FENCE NOTES:

1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. HERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

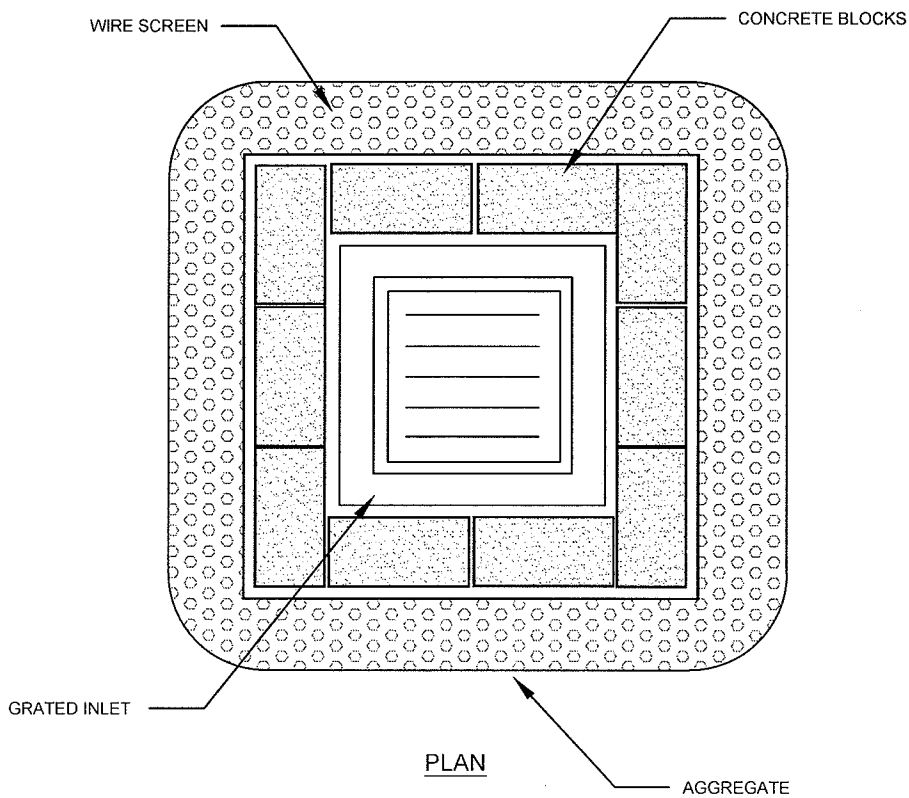


SILT FENCE
 N.T.S.

	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE: (479) 575-8208 FAX NO: (479) 575-8202	TITLE: EROSION CONTROL DETAILS	DATE: Oct 10, 2011	SHEET:
		DESCRIPTION: SILT FENCE	REVISED	EC6
DRAWN BY: JTS CHECKED BY: GEN FILE: EC6-Silt Fence.dwg				



SECTION



PLAN

BLOCK AND AGGREGATE INLET SEDIMENT DEVI



ENGINEERING DIVISION
 113 W. MOUNTAIN STREET

PHONE: (479) 675-8206

FAX NO: (479) 675-8202

TITLE: **EROSION CONTROL DETAILS**

DESCRIPTION: **BLOCK AND AGGREGATE
 INLET SEDIMENT DEVI**

DRAWN BY: JTS

CHECKED BY: GEN

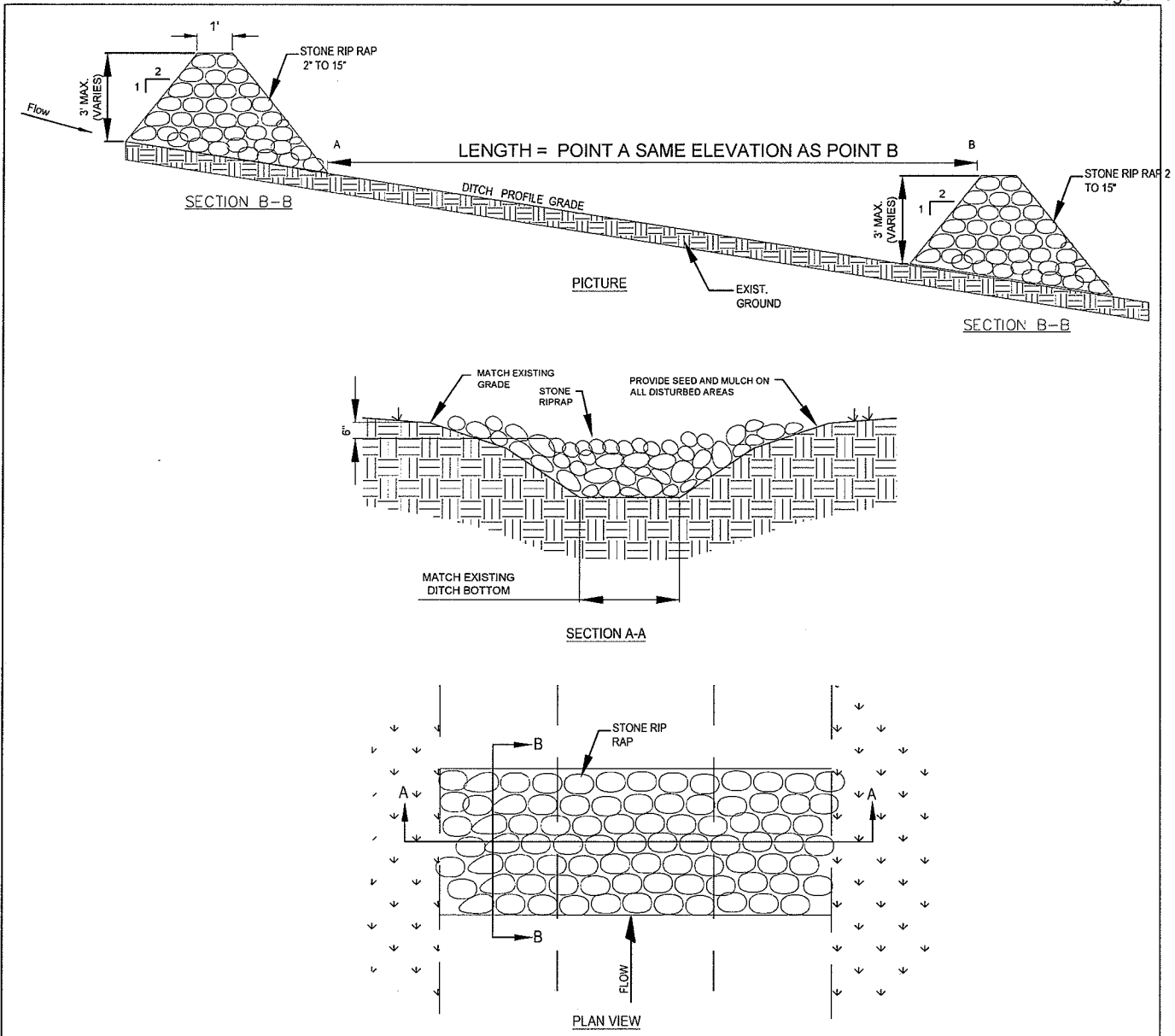
EC7-Block and Aggregate Inlet Sediment Device.dwg

DATE: May 24, 2011

REVISED

SHEET:

EC7



ROCK CHECK DAM
N.S.

INSTALLATION:

1. EXCAVATE KEY-WAY (IF REQUIRED)
2. A GEOTEXTILE FABRIC SHALL BE INSTALLED OVER THE SOIL SURFACE WHERE THE ROCK IS TO BE PLACED (IF REQUIRED)
3. ROCK DIAMETERS SHOULD BE 2" TO 15" IN DIAMETER
4. ROCK DITCH CHECKS SHOULD NOT EXCEED 3 FEET
5. STONES SHOULD BE PLACED UP THE CHANNEL BANKS TO PREVENT WATER FROM CUTTING AROUND THE DITCH CHECK
6. INSTALLATION SHALL BE PLACED EITHER BY HAND OR MECHANICALLY AND NOT JUST DUMPED TO ACHIEVE COMPLETE COVERAGE OF THE DITCH AND ENSURE THE CENTER OF THE DAMN IS LOWER THAN THE EDGES
7. MAXIMUM SPACING BETWEEN MULTIPLE DAMS SHOULD BE SUCH THAT THE TOE OF THE UPSTREAM CHECK IS THE SAME AS THE TOP OF THE DOWNSTREAM CHECK

INSPECTION:

- INSPECT ROCK DITCH CHECKS EVERY (7) CALENDAR DAYS AND WITH-IN 24 HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2" PRECIPITATION.
- SEDIMENT SHOULD BE REMOVED WHEN IT REACHES 1/2 THE ORIGINAL CHECK HEIGHT
- IN THE CASE OF GRASS-LINED DITCHES OR SWALES, ROCK DITCH CHECKS SHOULD BE REMOVED WHEN THE GRASS HAS MATURED SUFFICIENTLY TO PROTECT THE DITCH OR SWALE, IF THE SLOPE IS 4% OR LESS.
- THE AREA BENEATH THE ROCK DITCH CHECKS SHOULD BE SEEDED AND MULCHED IMMEDIATELY AFTER THE CHECK DAM REMOVAL

	ENGINEERING DIVISION 113 W. MOUNTAIN STREET <small>PHONE: (479) 575-8208 FAX NO: (479) 575-8202</small>	<small>TITLE:</small> EROSION CONTROL DETAILS	<small>DATE:</small> May 24, 2011 <small>REVISED</small>	<small>SHEET:</small>
		<small>DESCRIPTION:</small> ROCK CHECK DAM	----- ----- ----- -----	EC8
		<small>DRAWN BY:</small> JTS <small>CHECKED BY:</small> GEN <small>FILE:</small> EC8-Rock Check Dam.dwg	----- -----	
			----- -----	

ITEM SP-5 REMOVE, DISPOSE, AND RECYCLE EXISTING BUILDING DEBRIS

DESCRIPTION

SP-5-1.1 This section covers all work required to remove, dispose, and recycle existing on-site stockpiled building debris in accordance with the locations and details indicated in the Plans and complying with these Specifications.

STANDARDS

SP-5-2.1 All work, Materials, Construction, shall comply with Section 201 – Clearing, Grubbing, and Demolition of the City of Fayetteville Standard Specifications, except as modified or augmented herein.

SP-5-2.2 LEED Requirements: The work of this section is part of the overall requirements to comply with a level of achievement of the “Leadership in Energy and Environmental Design” or LEED™ Green Building Rating System. Comply with SP-1 LEED Requirements.

EXECUTION

SP-5-3.1 The contractor shall be responsible for separating, sorting, storing, and determining what material within the stockpiled debris is necessary to be reused and recycled as part of obtaining LEED certification. All other material shall be disposed of in accordance with local, state, and federal laws.

SP-5-3.2 The contractor shall utilize City of Fayetteville dumpsters for trash removal or shall haul material off-site in accordance with local, state, and federal laws.

SP-5-3.3 The contractor shall haul all building debris not classified as trash and not necessary to be recycled to meet LEED requirements off-site in accordance with local, state, and federal laws.

METHOD OF MEASUREMENT

SP-5-4.1 Remove, dispose, and recycle existing building debris stockpiled on-site will not be measured and the plan quantities will be considered the final quantities for purposes of final payment. The plan quantities are estimates and may vary. The contractor shall coordinate with the engineer to document additional stockpiled material to be removed or disposed of and the revised quantity shall be agreed upon prior to beginning any work associated with the change.

BASIS OF PAYMENT

SP-5-5.1 Work completed and accepted under this section and measured as provided above will be paid for at the Contract Unit Price bid to remove, dispose, and recycle existing building debris stockpiled on-site which price shall be full compensation for removing, storing, disposing, and documenting for LEED certification for the items and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under:

Item SP-5-5.1 Remove, Dispose, and Recycle
Existing Building Debris

Per Cubic Yard (C.Y.) (Plan Quantity)

END OF SECTION SP-5

