Exhibit A

AMENDED AND RESTATED
LAND DEVELOPMENT AGREEMENT AND GUARANTEE

This Amended and Replacement Land Development Agreement and Guarantee ("Guarantee Agreement") is made as of August _____, 2025, by and between the City of Tontitown, Arkansas (the "City") and Amalfi Partners LLC, an Arkansas limited liability company ("Amalfi"), owner(s) of property located south of the Barrington Road and Highway 412 intersection, recorded as instrument number 2024-00026719 at the Washington County Circuit Clerk and Recorder and represented by Justin Salter, Member (name and title where ownership is titled in a corporation or business name), collectively hereinafter, ("Developer"). If and only if the terms of this Guarantee Agreement are approved by the City's Planning Commission and City Council, and then properly executed and delivered no later than 5:00 p.m. on August 20, 2025, it amends and replaces, in its entirety, that certain "Land Development Agreement and Guarantee" dated as of May 24, 2024, by and between the City and GSPNWA Inc. (the "Prior Guarantee Agreement"), it being acknowledged that the land and Development referenced below is now owned by Amalfi, and Justin Salter is a member and owner of Amalfi and he was also an owner of GSPNWA Inc.

WHEREAS, it is the responsibility of the City to protect the health, safety and welfare of the citizens of the City, and this responsibility extends to ensuring the orderly development of land in the City within the parameters established by the laws of the State of Arkansas and the City of Tontitown, Arkansas; and

WHEREAS, the Developer previously received preliminary plat approval to construct a development known as "Amalfi Subdivision" (formerly "Barrington Subdivision"), located south of the Barrington Road and Highway 412 intersection (the "Development");

WHEREAS, the Developer and the City have agreed to change certain requirements regarding exterior street improvements as set forth more fully below; and

WHEREAS, the parties have agreed, subject to Planning Commission and City Council's ultimate consideration and approval, that: (i) certain items and requirements which Developer would otherwise be required to complete will not be required for this Development; and instead, (ii) Developer has agreed to pay for a portion of certain other items and requirements which Developer would not otherwise be required to complete or pay for; and (iii) at the City's request, Developer has agreed to cause certain additional improvements to be made and the City has agreed to cost share a part of the costs therefor; and

WHEREAS, the City Code requires certain guarantees related to requested Conditions, and the parties agree that such guarantees shall pertain to the improvements as based upon the code and regulations as well as plan approval Conditions for the Development; and

WHEREAS, the Developer desires to continue working towards final plat approval of the aforementioned Development in compliance with the previously approved plan, as modified by the Conditions set forth below, and all applicable Federal, State, and City laws, ordinances and regulations, except to the extent modified in this Guarantee Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, the Developer agrees to be legally bound as follows:

1. As used herein: (i) "Plans of Development" means the plans for Amalfi Subdivision (the "Subdivision") which were previously approved by the City when preliminary plat approval was given and granted, which are incorporated by reference herein; and (ii) "Plans for Conditions"

means those certain 27 pages of plans titled "Fletcher Avenue Extension – East … June 2025", true and correct copies of which are attached hereto as Exhibit "A", and are incorporated by reference herein. In order to secure the City's approval of the Conditions, the Developer agrees to continue completing the Subdivision according to the Plans of Development; provided that, notwithstanding the foregoing, the City and Developer acknowledge and agree that the Plans for Conditions: (i) change those portions of the Plans for Development insofar as street improvements are concerned; (ii) state, in their entirety, all of the Developer's responsibilities regarding street improvements; and (iii) to the extent the Plans for Development would otherwise require Developer to do more or different street improvements (whether to Fletcher Road, Barrington, or otherwise) what is set forth in the Plans for Conditions, or have any financial responsibility therefor, those said portions of the Plans for Development shall be inapplicable, and the Plans for Conditions shall control. The City's and Developer's specific agreements regarding the Plans for Conditions (the "Conditions") are attached to this Guarantee Agreement by Exhibit "B" and are incorporated by reference herein. The Developer shall cause the improvements stated in the Plans for Conditions to be completed contemporaneously with and alongside the improvements set forth in the Plans of Development. Developer and the City expressly acknowledge that Developer is agreeing to the terms of this Guarantee Agreement as an accommodation to the City and the City's desire to substantially improve Fletcher Road, but it is expressly the intent of both the City and the Developer that completion of said Flether Road improvements and the Plans for Conditions are not intended to, and shall not, delay the Developer's ability to obtain final plat approval of the Subdivision. Without limiting the generality of the foregoing, Developer shall be entitled to receive final plat approval as long as the Plans for Conditions improvements are substantially completed. If the Planning Commission and City Council approve the Plans and Conditions and this Guarantee Agreement (and its attached Conditions), the City and the Developer agree that the Conditions shall run with the land until such time as subsequent approvals are provided or the Conditions are changed through the City's development process. The Conditions and this Guarantee Agreement shall be void if the Tontitown Planning Commission or the Tontitown City Council does not approve the Plans for Conditions, and this Guarantee Agreement (and the attached Conditions) on August 19, 2025, and this Guarantee Agreement is not properly executed and delivered by the appropriate City official by 5:00 p.m. on August 20, 2025; and if such approvals are not timely granted and this Guarantee Agreement is not executed by said date, the prior Guarantee Agreement shall control. The City shall not permit this Guarantee Agreement to be executed by anyone from the City unless and until it was properly and fully approved so as to be binding upon the City in accordance with its terms.

2. Developer covenants, promises and agrees to (though a third party contractor) continue building, constructing, and installing all private improvements, in accordance with the plan and those associated construction drawings set forth in the previously-approved Plans for Development, as modified by the Plans for Conditions, including but not limited to all interior streets, sidewalks, walkways, gutters, stormwater management facilities, curbs, water lines, sewers, utilities, landscaping and any facilities to be owned, maintained or operated by a private entity such as an individual, partnership, corporation or homeowners' association and constructed in accordance with the construction standards as set forth in the Plans for Development and as previously approved by the City.

3. Developer shall continue to be obligated to providing a bond or financial surety as required by the City Code in the amount of value of purchase and construction or installation of the improvements set forth in the Plans for Development.

4. If the improvements guaranteed through the bonds are not as required by the Code, the City may, at its sole discretion, execute the bonds and shall direct the completion of the required work as per

the approved plan and associated construction drawings. The Developer agrees to take all measures reasonably necessary to assist with the City's execution of the bonds.

5. Developer shall indemnify completely, defend and save harmless the City of Tontitown, its elected and appointed officers, agents and employees from any and all costs and damages, losses, claims, suits and actions including cost of defense and attorney's fees which the City of Tontitown, its elected and appointed officers, agents and employees may sustain or suffer by reason of Developer failing to adequately and properly perform the terms and conditions of this Guarantee Agreement.

6. The Developer shall obtain all other required City, County, State and Federal Permits and approvals and shall abide by the rules and regulations governing said permits and approvals in effect at the time of issuance.

7. During construction of improvements for the Plan of Development, as modified herein, the Developer, its contractors, sub-contractors and builders shall keep public roads, highways surrounding the property and other public property, which are used by vehicles entering and leaving the construction site, in good repair, clean and free of mud, dust, debris and trash, and shall maintain existing drainage patterns on all roadways that are the Developer's responsibilities which, for the avoidance of doubt, are only interior streets; provided that the foregoing does not apply to the improvements set forth in the Conditions. The City shall withhold final approvals until any required repairs are made, or clean-up performed, at the satisfaction of the City to public streets and property caused by the aforementioned construction.

8. During construction, the Developer shall police the construction of the items and matters that are its responsibility area daily, keeping the same safe and free and clear of all rubbish, refuse, brush, debris and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the City until such time as the accumulated matter is removed from the site by the Developer, provided that the City, at its sole discretion, may require the removal of said material. The Developer shall remove from the site and dispose of all rubbish, refuse, brush, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any construction rubbish, refuse, and debris is not permitted.

9. Prior to commencement of any site preparation activity or construction, the Developer shall comply with all requirements and regulations in effect at the time of plan/plat approval with respect to hauling equipment and building materials on overweight restricted city roads.

10. Developer specifically agrees that any permits issued in accordance with appropriate City ordinances, shall automatically be revoked by it or its contractors or subcontractors or builders' failure to comply with any portion of this Guarantee Agreement, after notification to the Developer and his subsequent failure to correct such condition within forty-eight (48) hours of notification. The exception shall be made for dust and mud where the Developer shall be required to immediately correct such violation.

11. The Developer hereby gives specific permission for the City, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency as the City deems appropriate in order to ensure construction is in accordance with what was approved. Where the Developer proposes to offer proposed improvements to the City, the Developer shall notify the City twenty-four (24) hours prior to the following activities: excavating, embankment construction, detention ponds, storm sewers, utility lines, base course, binder course,

wearing course and seeding.

12. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Arkansas Department of Environmental Protection, as part of the coordinated, comprehensive stormwater management plan, to the extent the foregoing apply to Developer's work and responsibilities hereunder. The Developer agrees that the City shall have the sole right to determine and to approve the location and number of fire hydrants it deems necessary for the protection of the development. All costs and expenses relating to the installation of the fire hydrants shall be borne by the Developer.

13. The developer shall maintain all storm water detention and best management practices as required by City ordinances or shall be subject to penalties thereof.

14. The Developer shall provide to the City one (1) electronic copy of the as-built plans in PDF and DWG formats with approved Engineer certification and two (2) paper copies of all site improvements prior to formal acceptance and/or final release of any financial security related thereto, including landscaping plans which shall be sealed by a registered landscape architect.

15. During construction of all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard at the direction of the City.

16. Developer shall not erect, nor permit any agent, employee, contractor or subcontractor of the Developer, including but not limited to builders, real estate agents, contractors, etc., to erect any sign related to the development that is not permitted by the City code.

17. All erosion and sedimentation controls shall be installed and maintained in accordance with an approved by the Storm Water Pollution Prevention Plan (SWPPP) prior to any other construction activity occurring at the Development.

18. The Developer shall be responsible to immediately revegetate and/or stabilize all areas of disturbed soil within a development in accordance with the Plans of Development.

19. Subject to the foregoing provisions regarding this Guarantee Agreement being executed by the stated date, it is specifically understood that this Guarantee Agreement is binding upon the Developer, its successors, assigns, agents, representatives, and officers, but that any partial or whole transfer of construction rights, approvals or agreements, shall subject the transferee and all transferee's contractors and subcontractors to all provisions of this Guarantee Agreement and all other rules, regulations, statutes and ordinances of Tontitown. It is further specifically understood that the Developer may not assign or transfer its rights hereunder without prior, written and duly authorized consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

20. The Developer shall protect, indemnify and save harmless Tontitown and its officers, employees, attorneys, and agents against them from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature (including costs of defense and attorney's fees) incurred by, or asserted or imposed against, Tontitown and its officers, employees, attorneys and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property which occurs or is alleged to have occurred in connection with Developer's responsibilities herein and hereunder.

21. Neither this Guarantee Agreement nor any item hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing by all parties hereto.

22. It is expressly agreed that, except as may be set forth in Exhibit B attached hereto, nothing contained in this Guarantee Agreement shall be construed to contain a covenant, either expressed or implied either to create any obligation of Tontitown, Arkansas that is not consistent with the City code.

23. This Guarantee Agreement does not create an obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government.

24. Nothing in this Guarantee Agreement shall operate as, or be construed as, a waiver, limit, modification, nullification, or alteration, of the tort immunity and other rights and immunities afforded by law to the City of Tontitown, including but not limited to those immunities set forth in Ark. Code. Ann. § 21-9-301.

27. This Guarantee Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in Washington County, Arkansas.

IN WITNESS WHEREOF, the Developer and City, having read, understands and freely agrees.

DEVELOPER:
AMALFI PARTNERS LLC,
an Arkansas limited liability company,

By: _____

Title: _____

CITY:
City of Tontitown,

By: _____

Title: _____

EXHIBIT A
Plans for Conditions
(see the attached 27 pages)

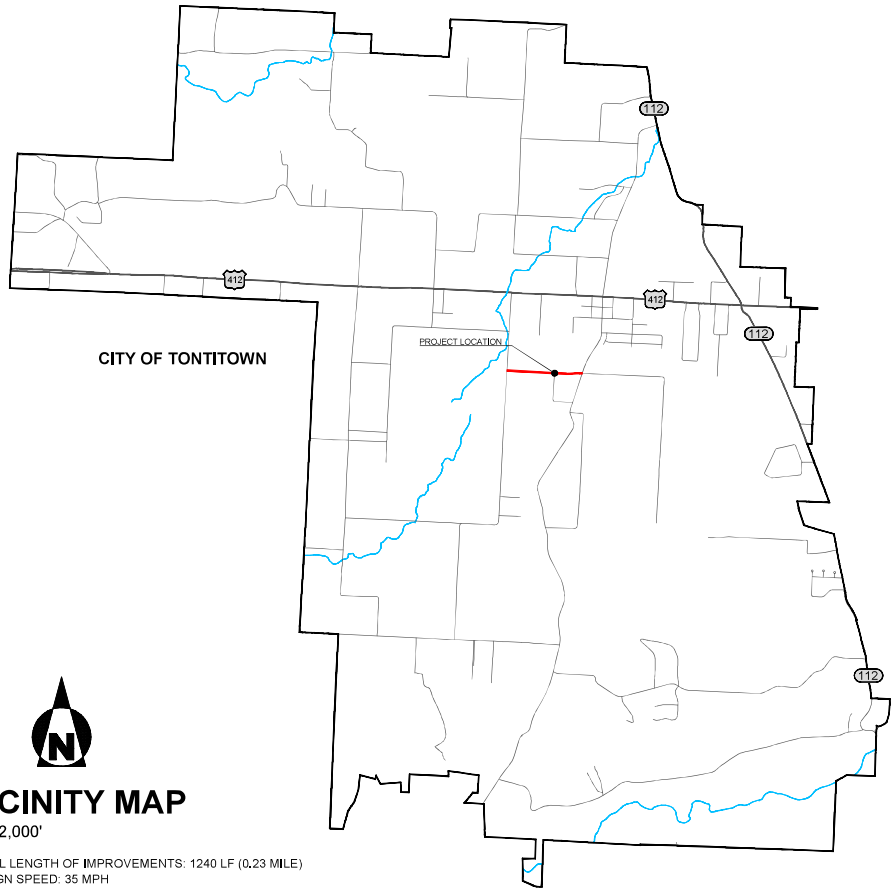
FLETCHER AVENUE EXTENSION - EAST

90% PLANS

SOUTH BARRINGTON ROAD TO STA.12+40.00

PROJECT NO.: T-2024-110

JUNE 2025



VICINITY MAP

1" = 2,000'

TOTAL LENGTH OF IMPROVEMENTS: 1240 LF (0.23 MILE)
DESIGN SPEED: 35 MPH

CONTACTS

PUBLIC WORKS
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PWDirector@tontitownar.gov

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CITY PLANNER
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Aaron.Burks@blackhillscorp.com

CABLE
COX
MICHAEL MOORE
479.717.3730
Michael.Moore3@cox.com

811
SAFETY IS IN YOUR HANDS.
EVERY DIG. EVERY TIME.

CERTIFICATE OF AUTHORIZATION
CK CIVIL ENGINEERING LLC
No. 4150
ARKANSAS ENGINEER

CK

CK CIVIL ENGINEERING, LLC
155 E. FANTINEL DR.
SUITE D
TONTITOWN, AR
72762

CITY OF TONTITOWN
235 E HENRI DE TONTI BLVD
TONTITOWN, AR 72762
(479) 361-2700

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 16349
ZACHARY JOHNSTON
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST
TONTITOWN, AR

STREET PROJECT

REVISION:

COVER SHEET

PROJ: 24-110

C001

EXISTING LEGEND

- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (AS NOTED)
- AHTD R-O-W MONUMENT
- BENCHMARK
- GUARD POST
- UTILITY POLE
- TELEPHONE RISER
- FIBER OPTIC TELEPHONE RISER
- ELECTRICAL RISER
- CABLE RISER
- TRAFFIC SIGNAL
- SIGN
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- WATER SPIGOT
- GAS METER
- DRAINAGE MANHOLE
- (XX.XX') RECORD DISTANCE
- (N/S XX°XX') RECORD BEARING
- SANITARY SEWER MANHOLE
- DECIDUOUS TREE
- EVERGREEN TREE
- TREE LINE
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- PAINTED STRIPE
- TELEPHONE LINE
- EXISTING WATER LINE
- OHE — OVERHEAD ELECTRIC LINE
- UGE — UNDERGROUND ELECTRIC LINE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- GAS LINE
- TV — TELEVISION CABLE
- PROPERTY LINES
- BUILDING SETBACK
- UTILITY POLE (WITH GUY WIRE)
- R/W — RIGHT OF WAY

PROPOSED LEGEND

- STORM SEWER
- STORM BOX
- CURB AND GUTTER
- PAINTED STRIPE
- TELEPHONE LINE
- PROPOSED WATER LINE
- OHE — OVERHEAD ELECTRIC LINE
- UGE — UNDERGROUND ELECTRIC LINE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- SIDEWALK
- DRIVEWAY
- RIGHT OF WAY
- FIRE HYDRANT
- WATER VALVE
- TEMPORORAY CONSTRUCTION EASEMENT
- UTILITY WASEMENT
- LIMIT OF DISTURBANCE
- TREE

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

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CERTIFICATE OF AUTHORIZATION — CK CIVIL ENGINEERING LLC — No. 4150 — ARKANSAS ENGINEER

GENERAL NOTES

1. THE CONTRACTOR SHALL RETAIN A FULL SET OF LATEST APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES. LOCAL AUTHORITY'S STANDARDS SHALL SUPERSEDE PLANS AND SPECIFICATIONS.
2. THE CONTRACTOR WILL MAINTAIN ANY REQUIRED ACCESS TO ADJACENT PROPERTIES.
3. NO WORK WILL BE PERFORMED ON PRIVATE PROPERTY WITHOUT WRITTEN PERMISSION OF THE AFFECTED PROPERTY OWNER.
4. COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH THE OWNER AND ENGINEER.
5. CONSTRUCTION METHODS AND MATERIALS, NOT SPECIFIED IN THESE PLANS, ARE TO MEET OR EXCEED THE SITE WORK SPECIFICATIONS PROVIDED, INDUSTRY STANDARDS, OR AS OTHERWISE SPECIFIED BY THE OWNER.
6. ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH, AND IN ACCORDANCE WITH, REGULATIONS OF THE AUTHORITIES CONCERNED.
7. THE CONTRACTOR SHALL CONDUCT ALL WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG, AND ADJACENT TO, HIGHWAYS IN THE CONSTRUCTION AREA IN AN ADEQUATE AND SATISFACTORY MANNER, IN ACCORDANCE WITH THE DOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
8. ALL AERIAL IMAGES ARE FOR REFERENCE ONLY. REFER TO PLANS FOR EXACT LOCATIONS.
9. ALL IMPORTED FILL SHALL BE FREE OF ROCKS GREATER THAN 12" IN DIAMETER AND ANY DETRIMENTAL ORGANIC MATERIAL OR REFUSE DEBRIS.
10. SAFETY RAILINGS ARE REQUIRED ON ANY RETAINING WALL 30" OR GREATER IN HEIGHT.
11. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
12. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE 24 HOURS A DAY INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE DURATION OF THE CONSTRUCTION.
13. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
14. ALL SIGNS AND TRAFFIC CONTROL DEVICES TO FOLLOW THE GUIDELINES OF THE MUTCD.
15. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT AND ENGINEER IN THE EVENT THERE ARE DISCREPANCIES DETERMINED BETWEEN PLANS.
16. THE DESIGN, INSPECTION AND CERTIFICATION OF ANY RETAINING WALL OVER 4FT SHALL BE BY A REGISTERED ENGINEER.
17. THE CONTRACTOR SHALL ENSURE ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY, AND/OR MATERIAL, TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
19. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE POINTS.
20. THE ENGINEER OF RECORD SHALL REVIEW AND APPROVE MATERIAL SUBMITTALS.
21. THE DEMOLITION OF ANY EXISTING UNDERGROUND STORAGE TANKS, FUELING DISPENSERS, OR FUELING RELATED APPURTENANCES SUCH AS SUPPLY LINES, SHALL BE REMOVED PER LOCAL, STATE AND FEDERAL REQUIREMENTS.
22. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL THROUGHOUT THE PROJECT, INCLUDING PROPER TRAFFIC CONTROL DEVICES AND/OR PERSONNEL AS REQUIRED. THIS INCLUDES BOTH VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH MUTCD.

UTILITY NOTES

1. EXISTING UTILITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY AND BASED ON INFORMATION GATHERED THROUGH VARIOUS MEANS. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION. CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES AND/OR CONFLICTS BEFORE CONSTRUCTION OF UTILITY IMPROVEMENTS AND SHALL TAKE MEASURES TO PROVIDE PROTECTION AS TO NOT DISRUPT SERVICES DURING CONSTRUCTION.
2. ALL COORDINATES AND DIMENSIONS ARE TO THE CENTERLINE OF UTILITIES AND STRUCTURES, UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL COORDINATE INSPECTION AND TESTING WITH THE ENGINEER PRIOR TO BACKFILLING ANY IMPROVEMENTS.
4. THE CONTRACTOR SHALL CONDUCT AN AIR PRESSURE TEST ON ALL GRAVITY SEWER LINES AND HYDRAULIC TEST ON ALL WATER LINES TO THE SATISFACTION OF THE OWNER AND THE ENGINEER. REFER TO SPECIFICATIONS FOR SEWER LINE AND WATER LINE TESTING.
5. THE CONTRACTOR SHALL CONDUCT VACUUM TEST ON SANITARY SEWER MANHOLES PRIOR TO BACK FILLING.
6. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS AND TO ASSURE SPECIFIED DEPTHS ARE ACHIEVED.
7. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING MANHOLES TO FINAL GRADE AS REQUIRED BY THE SPECIFICATIONS.
8. DAMAGE TO SURFACES BEYOND THE PAYMENT LIMITS SPECIFIED IN THE DETAILED DRAWINGS, CONSTRUCTION PLANS, AND SPECIFICATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT THIS EXPENSE. REPAIRS SHALL BE APPROVED BY THE AGENCY HAVING JURISDICTION.
9. DO NOT EXCEED MANUFACTURER'S RECOMMENDED MAXIMUM DEFLECTION FOR PIPE JOINTS.
10. AT LOCATIONS WHERE NEW PIPES, FITTINGS, AND/OR STRUCTURES ARE ADJACENT TO EXISTING PIPES, FITTINGS, AND/OR STRUCTURES, EXISTING THRUST BLOCKING SHALL NOT BE REMOVED UNLESS AUTHORIZED BY THE ENGINEER AND APPROVED BY THE OWNER. THRUST BLOCKS APPROVED FOR REMOVAL FOR THE CONVENIENCE OF THE CONTRACTOR FOR THE PROSECUTION OF THE WORK SHALL BE REPLACED AT NO COST TO THE OWNER OR ENGINEER.
11. THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS TO THE OWNER AND ENGINEER OF ALL FITTINGS, BENDS, JOINTS, AND SPECIAL PIPING USE TO CONSTRUCT ANY PIPELINES.
12. ALL FRANCHISE UTILITIES ARE RESPONSIBLE FOR RELOCATING THEIR RESPECTIVE UTILITY FACILITIES.
13. BRACING ELECTRICAL POLES FOR EXCAVATIONS - THE CONTRACTOR SHALL CONTACT OZARK ELECTRIC COOPERATIVE TO COORDINATE AND ASSIST IN BRACING EXISTING ELECTRIC POLES WHEN REQUIRED TO PERFORM EXCAVATIONS TO INSTALL NEW WATER LINE AND BOX CULVERT LOCATED IN CLOSE PROXIMITY OF THEIR POLES.

SHEET INDEX

GENERAL:
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C002 VICINITY MAP AND SHEET INDEX
C003 TYPICAL SECTION

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S-2 OF 3 SURVEY
S-3 OF 3 SURVEY

DEMOLITION PLANS
D-01 DEMOLITION PLAN
D-02 DEMOLITION PLAN

PLAN AND PROFILE SHEETS
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PP-02 STA. 5+00 TO STA. 10+20
PP-03 STA. 10+20 TO STA. 12+40

GRADING:
G-100 INTERSECTION GRADING
G-200 INTERSECTION GRADING

PAVEMENT MARKINGS
PM-1 FLETCHER AVENUE (STA. 0+00.00 TO 10+00.00)
PM-2 FLETCHER AVENUE (STA. 10+00.00 TO 12+40.00)

CROSS SECTIONS - FLETCHER AVENUE:
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XS-02 STA. 3+50 TO 6+00
XS-03 STA. 6+50 TO 9+00
XS-04 STA. 9+50 TO 12+00

STORM PLAN AND PROFILE
SPP-01 STORM PLAN AND PROFILE
SPP-02 STORM PLAN AND PROFILE
SPP-03 STORM PLAN AND PROFILE

STANDARD CONSTRUCTION DETAILS
STD-01 CURBING AND STORM DRAINAGE DETAILS
STD-02 STORM DRAINAGE DETAILS
STD-03 TRAFFIC CONTROL DETAILS
STD-04 TRAFFIC AND EROSION CONTROL DETAILS
STD-05 STRIPING AND PAVING AND WIRE FENCE DETAILS

CK

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STATE OF ARKANSAS — LICENSED PROFESSIONAL ENGINEER — ZACHARY JOHNSON — No. 16249 — 07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST
TONTITOWN, AR

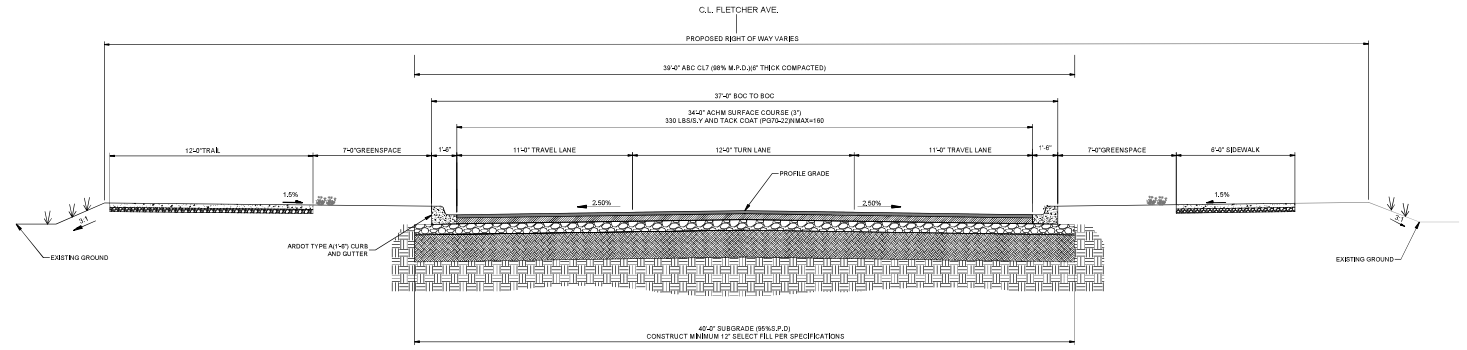
STREET PROJECT

REVISION:

VICINITY MAP AND SHEET INDEX

PROJ: 24-110

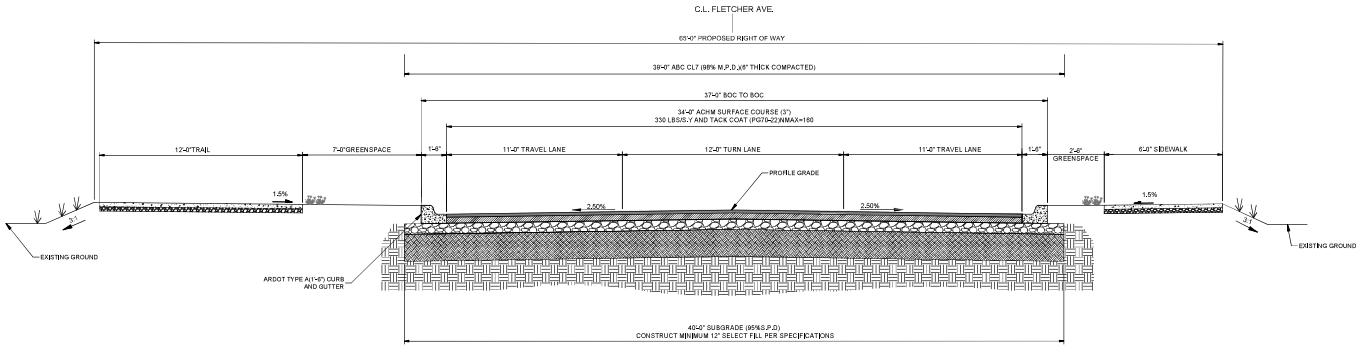
C-002



TYPICAL SECTION 1

NO SCALE

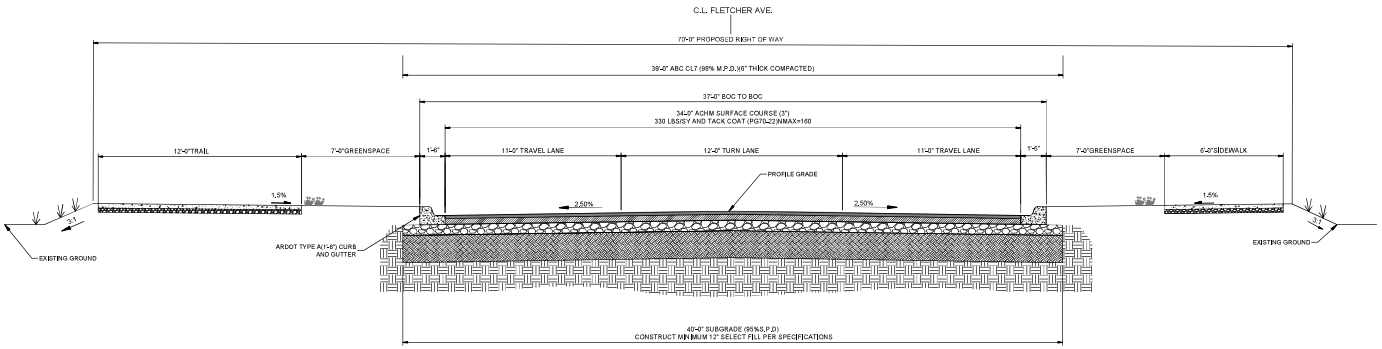
FLETCHER AVENUE EXT STA.0+00 TO STA. 1+81.53



TYPICAL SECTION 2

NO SCALE

FLETCHER AVENUE EXT STA.1+81.53 TO STA. 6+56.00



TYPICAL SECTION 3

NO SCALE

FLETCHER AVENUE EXT STA.6+56.00 TO STA. 12+40.00

CK

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155 E. FANTINEL DR.
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235 E HENRI DE TONTI BLVD
TONTITOWN, AR 72762
(479) 361-2700

ARKANSAS LICENSED PROFESSIONAL ENGINEER 16349 PRELIMINARY NOT FOR CONSTRUCTION 09/2025

ISSUE DATE: 06/23/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

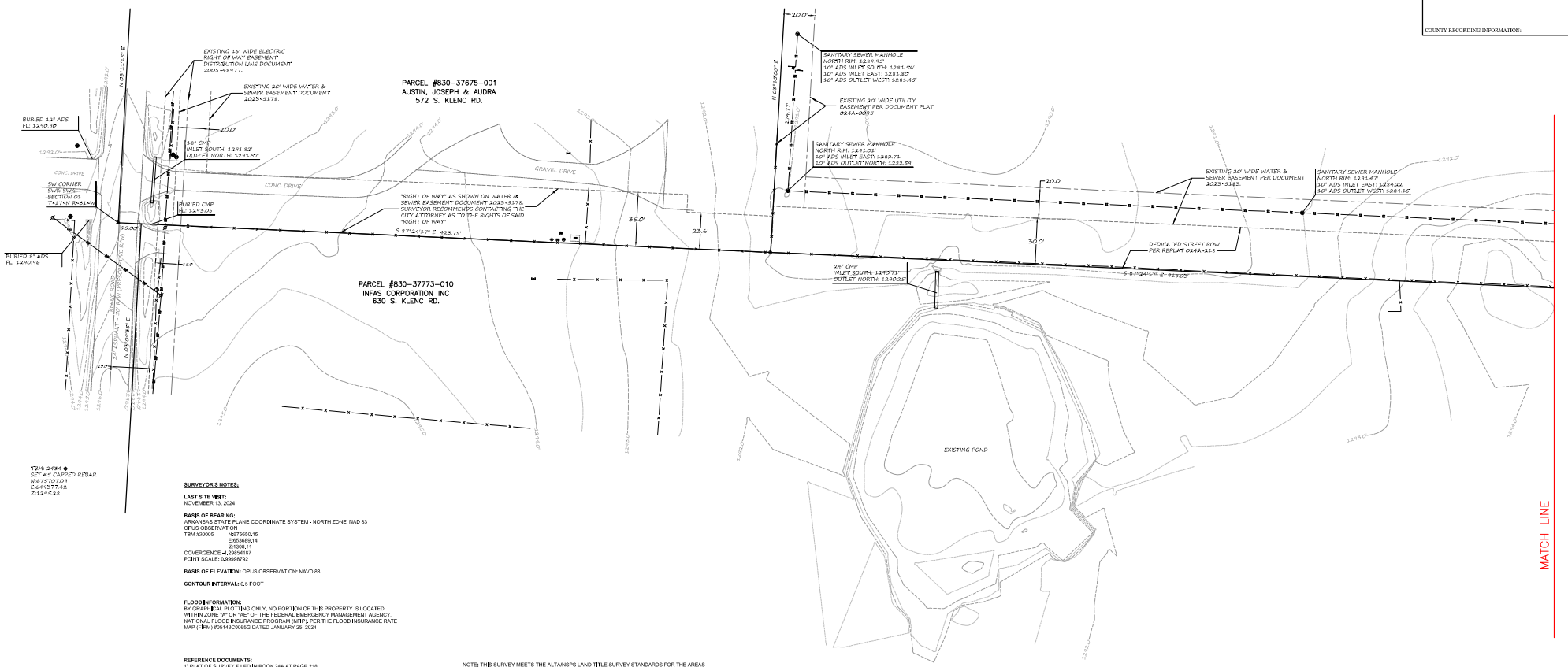
STREET PROJECT

REVISION:

TYPICAL SECTION

PROJ: 24-110

C-003



COUNTY RECORDING INFORMATION:

SURVEYOR'S NOTES:

LAST SITE VISIT:
NOVEMBER 13, 2024

BASIS OF BEARING:
ARKANSAS STATE PLANE COORDINATE SYSTEM - NORTH ZONE, NAD 83
OPUS OBSERVATION
TBM #20005 N:675650.16 E:6536B6.14 Z:1308.11
COVERGENCE -1.28854167
POINT SCALE: 0.99998792

BASIS OF ELEVATION: OPUS OBSERVATION: NAVD 88

CONTOUR INTERVAL: 0.5 FOOT

FLOOD INFORMATION:
BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE "A" OR "AE" OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM (NFIP), PER THE FLOOD INSURANCE RATE MAP (FIRM) #05143C0059G DATED JANUARY 25, 2024

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK 24A AT PAGE 218
2) PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 46314
3) PLAT OF SURVEY FILED IN BOOK 24A AT PAGE 95
4) PLAT OF SURVEY FILED IN BOOK D#2 AT PAGE 436
5) PLAT OF SURVEY FILED IN BOOK 2003 AT PAGE 17966
6) PLAT OF SURVEY FILED IN BOOK 2012 AT PAGE 29525
7) PLAT OF SURVEY FILED IN BOOK 2023 AT PAGE 6312
8) PLAT OF SURVEY FILED IN BOOK 2004 AT PAGE 12215
9) FINAL PLAT OF WESTBROOK PHASE II BY ENGINEERING SERVICES INCORPORATED DATED MAY 16, 2018
10) PLAT OF SURVEY BY JENKINS SURVEYING, DATED APRIL 30, 2010
11) PLAT OF SURVEY BY PRESLEY, BRANNAN, & ASSOCIATES, INC, CONSULTING ENGINEERS, DATED MARCH 09, 2006
12) PLAT OF SURVEY BY LANDTECH ENGINEERING INC., DATED JUNE 18, 1998
13) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT # 508722
14) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT #2015072000G2
15) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT # 202210032730
16) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT # 201904293774
17) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT # 202205991840
18) PLAT OF SURVEY FILED IN THE STATE'S SURVEYOR'S OFFICE AT DOCUMENT # 202105156978
19) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2526-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 5:00 PM
20) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2527-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 7:00 AM
21) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2528-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 7:00 AM
22) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2529-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 7:00 AM
23) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2530-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 7:00 AM
24) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2531-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 5:00 PM
25) TITLE COMMITMENT ISSUED BY ALLEGIANCE TITLE COMPANY, COMMITMENT NO. 24-2532-1, COMMITMENT DATE: OCTOBER 14, 2024 AT 7:00 AM

NOTE: THIS SURVEY MEETS THE ALTA/NSPS LAND TITLE SURVEY STANDARDS FOR THE AREAS CONTAINED WITHIN THE SURVEY SCOPE. ALL SURVEY RELATED EXCEPTIONS CONTAINED IN THE TITLE COMMITMENTS (SEE REFERENCE DOCUMENTS) THAT AFFECT SAID SURVEY SCOPE ARE SHOWN HEREON.

TABLE A OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS
6b) ZONING REPORT WAS NOT PROVIDED TO SURVEYOR

11) UNDERGROUND UTILITIES ARE SHOWN HEREON VIA ABOVE GROUND APPURTENANCES. UNDERGROUND UTILITIES EXIST THAT ARE NOT SHOWN HEREON.

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

17) THERE ARE PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

Surveyor's Certification

To: **The City of Tontitown, Arkansas**

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6b, 7a, 7b, 8, 11a, 11b, 13, 14,16,17, 18, 19, 20 of Table A thereof. The field work was completed on 11/15/24.

TIMOTHY D. WEST, PS #1756

0' 30' 60' 90'
SCALE: 1" = 30'

ALTA/NSPS LAND TITLE SURVEY

FOR USE OF:
CITY OF TONTITOWN

LOCATION: TONTITOWN WASHINGTON COUNTY, ARKANSAS SEC 05, T-21-N, R-5-W
CREW CHIEF: N.P. DRAWN BY: J.N. SHEET SIZE: 24X36
PLAT No. 24-060 DATE: 11/19/2024 SHEET 1 OF 3

ATLAS
PROFESSIONAL LAND SURVEYING
P.O. BOX 1026
423 N CENTENNIAL AVENUE #2
WEST FORK, AR. 72774
PH. 479-294-5177
PS #1756
COA #2875

LEGEND
- SET #5 REBAR
- EXISTING #5 REBAR
- CONDUIT
- CLEANOUT
- EXISTING RAILROAD SPIKE
- UTILITY POLE
- GAS METER
- TRANS
- TELEPHONE PEDESTAL
- EXISTING MANHOLE
- STORM SEWER
- ELECTRIC METER
- FIRE HYDRANT
- LIGHT POLE
- ARKANSAS GRAVITY BENCHMARK
- WATER VALVE
- ELECTRIC BOX
- BOUNDARY LINE
- ASPHALT/GRAVEL/CONCRETE
- RIGHT-OF-WAY
- FENCE
- CENTERLINE ROAD
- OVERHEAD POWER
- SANITARY SEWER MAIN
- UTILITY EASEMENT
- THE LINE/FORTY LINE

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ALL INSTRUMENTS, ILLUSTRATIONS AND/OR MODELS INCLUDING ITS DRAWINGS AND EXHIBITION CONTAINED THIS PLAT IS COPYRIGHT MATERIAL AND HAS PROVIDED FOR THE USE OF THE PERSONS FOR WHOM IT WAS PREPARED. ANY REPRODUCTION, PUBLICATION, ADAPTATION OR OTHER USE OF THIS PLAT MAY NOT BE REPRODUCED ANY PART OR THIS PLAT FOR ANY PURPOSE OTHER THAN THE ONLY ORIGINAL USE OF THIS PLAT MAY BE USED. IF THE SEAL ON THIS PLAT IS NOT IN COLOR AND SIGNED IN BLUE INK, IT IS NOT AN ORIGINAL PLAT AND CONSIDERED AN UNAUTHORIZED COPY.

NOTICE
LAND USE/LAND RESTRICTIONS
EXCEPT AS SPECIFICALLY STATED OR VISIBLE ON GIVEN VERSION, THIS SURVEY DOES NOT PURPORT ANY EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES AFFECTING TITLE TO THE REAL ESTATE. THE SIZE OF THE BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING ORDINANCE/REGULATIONS, OR RIGHTS TO MINERAL AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE

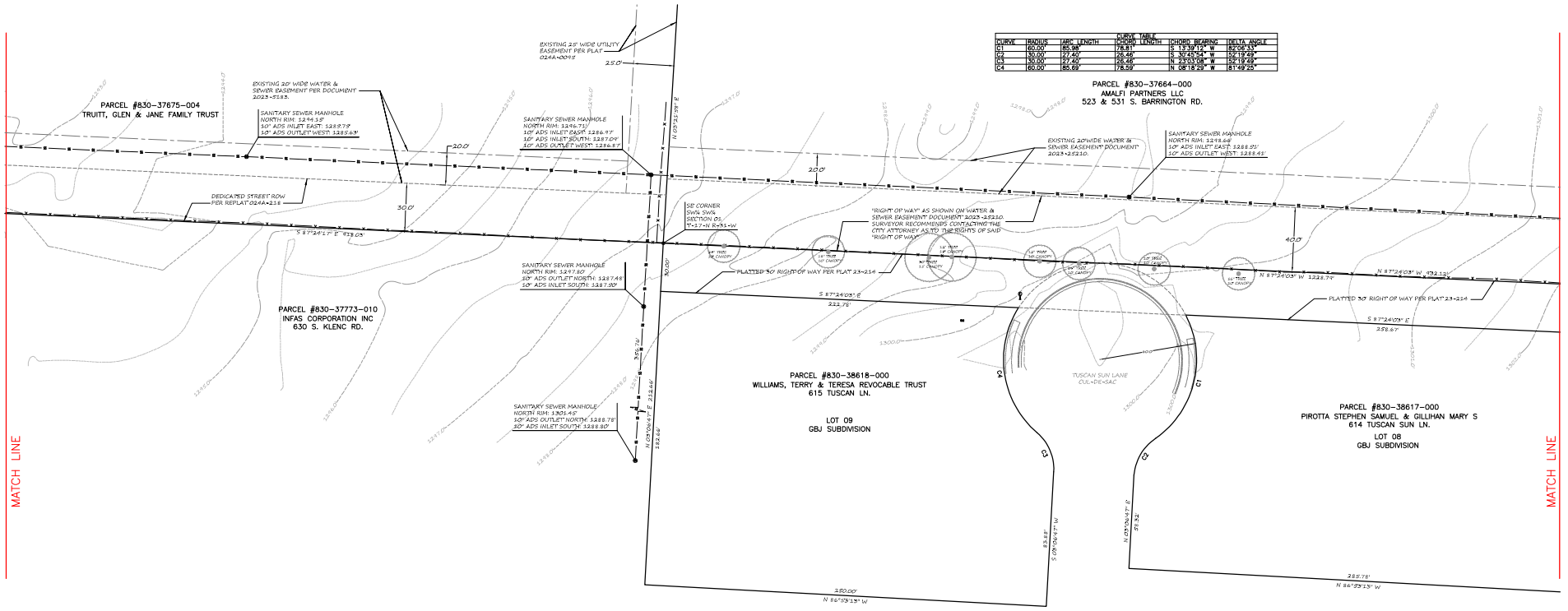
FLOOD ZONE
UNLESS OTHERWISE SHOWN HEREON, NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR IMPROVEMENT. FOR SUCH INFORMATION, CONTACT ALL UTILITY COMPANIES FOR THIS INFORMATION.

FLOOD INFORMATION
ANY UNDERGROUND OR OVERHEAD UTILITIES, DRIVEWAYS, WETLANDS, SPECIAL FLOOD HAZARD AREAS (DESIGNATED AS FLOOD ZONES) AND IMPROVEMENTS ARE ESTIMATED FROM A PLOTTED DRAWINGS AND MAY NOT BE SHOWN. GRAPHICAL PLOTTING ONLY. THIS PLAT DOES NOT REPRESENT THE SURVEYOR'S OPINION ON THE PROPERTY'S FLOODING.

CERTIFICATE OF AUTHORIZATION ATLAS ARKANSAS No. 2875

PROFESSIONAL ENGINEER ARKANSAS No. 1756 TIMOTHY D. WEST

COUNTY RECORDING INFORMATION:



CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	85.98'	78.81'	S 13°39'12" W	82°06'33"
C2	30.00'	27.40'	26.46'	S 30°45'44" W	52°19'49"
C3	30.00'	27.40'	26.46'	N 23°03'08" W	52°19'49"
C4	60.00'	85.69'	78.59'	N 08°18'29" W	81°49'25"

0' 30' 60' 90'
SCALE: 1" = 30'

ALTA/NSPS LAND TITLE SURVEY

FOR USE OF:
CITY OF TONTITOWN

LOCATION:	TONTITOWN WASHINGTON COUNTY, ARKANSAS SEC 01, T-17-N, R-31-W
CREW CHIEF: N.P.	DRAWN BY: J.N. SHEET SIZE: 24X36
PLAT No. 24-060	DATE: 11/19/2024 SHEET 2 OF 3

ATLAS
PROFESSIONAL LAND SURVEYING
P.O. BOX 1026
423 N CENTENNIAL AVENUE #2
WEST FORK, AR. 72774
PH. 479-294-8177
PS #1756
COA #2875

LEGEND

SET #4 REBAR	TWIN
EXISTING #4 REBAR	TELEPHONE PEDESTAL
CONDUIT	SANITARY SEWER
CLEANOUT	STORM SEWER
EXISTING RAILROAD SPIKE	FIRE HYDRANT
WATER METER	LIGHT POLE
UTILITY POLE	TOPOGRAPHY BENCHMARK
GAS METER	WATER VALVE
	ELECTRIC BOX
BOUNDARY LINE	
ASPHALT/CHIP SEAL/CONCRETE	
RIGHT-OF-WAY	
FENCE	
CENTERLINE ROAD	
OVERHEAD POWER	
SANITARY SEWER MAIN	
UTILITY EASEMENT	
TIE LINE/FORTY LINE	

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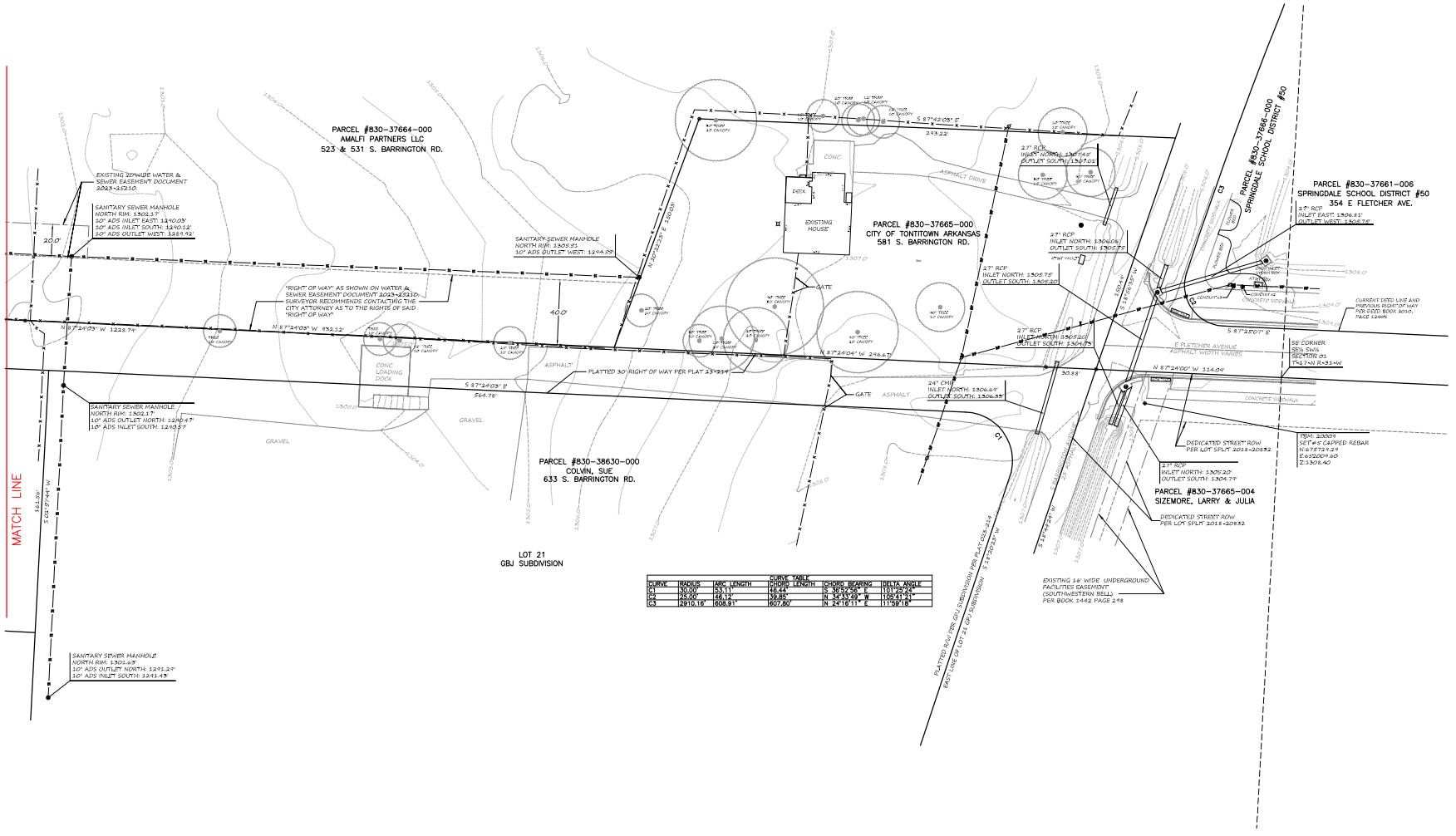
NOTICE
LAND USE/LAND RESTRICTIONS
NO INVESTIGATION OF TITLE, OWNERSHIP OR GRANTS, LEASES, EASEMENTS OR ENCUMBRANCES (EXCEPT AS SPECIFICALLY SHOWN HEREON), OR AGREEMENTS AFFECTING THE TITLE OR USE OF THE SURVEYED PROPERTY HAVE BEEN MADE BY THIS SURVEY. ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAYS, SETBACKS, LAND RESTRICTIONS OR ZONING IS BASED ON EXISTING ZONING ORDINANCE/REGULATIONS OR NOTES TO SHOW AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE OTHERWISE.
BOUNDARY
UNLESS OTHERWISE SHOWN HEREON, NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO DISPLAY OR SHOW EXPOSE CONFLICTING EASEMENTS, SIZE, TYPES, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY SERVICE. CONTACT ALL UTILITY COMPANIES FOR THIS INFORMATION.
FLOOD INFORMATION
ANY DIMENSIONS FROM ZONE, LINES, SYMBOLS, HATCHES, ETC. SHOWN FLAT THAT HAVE REFERENCE TO FLOOD ZONES ARE APPROXIMATE AND ORIENTED FROM A FLOOD INSURANCE RATE MAP (FIRM) BY GRAPHICAL PLOTTING ONLY. THIS PLAT DOES NOT REPRESENT THE SURVEYOR'S OPINION ON THE PROPERTY'S FLOODING.

COUNTY RECORDING INFORMATION:



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	30.00'	53.11'	46.44'	S 38°52'56" E	101°25'24"
C2	25.00'	46.12'	39.85'	N 34°34'49" W	106°41'41"
C3	2910.16'	608.91'	607.80'	N 24°16'11" E	11°59'18"

ALTA/NSPS LAND TITLE SURVEY

FOR USE OF:
CITY OF TONTITOWN

LOCATION:	TONTITOWN WASHINGTON COUNTY, ARKANSAS SEC 01, T-17-N, R-31-W
CREW CHIEF: N.P.	DRAWN BY: J.N. SHEET SIZE: 24X36
PLAT No. 26-060	DATE: 11/19/2024 SHEET 3 OF 3

ATLAS
PROFESSIONAL LAND SURVEYING
P.O. BOX 1026
423 N CENTENNIAL AVENUE #2
WEST FORK, AR. 72774
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PS #1756
COA #2875

LEGEND

- SET #4 REBAR
- EXISTING #4 REBAR
- CONDUIT
- CLEANOUT
- EXISTING RAILROAD SPIKE
- WATER METER
- UTILITY POLE
- GAS METER
- TELEPHONE PEDESTAL
- SANITARY SEWER
- STORM SEWER
- FIRE HYDRANT
- LIGHT POLE
- TEMPORARY BENCHMARK
- WATER VALVE
- ELECTRIC BOX
- SOUTHWESTERN BELL
- SURVEY LINE
- ASPHALT/GRAVEL/CONCRETE
- RIGHT-OF-WAY
- FENCE
- CENTERLINE ROAD
- OVERHEAD POWER
- SANITARY SEWER MAIN
- UTILITY EASEMENT
- THE LINE/TERRY LINE

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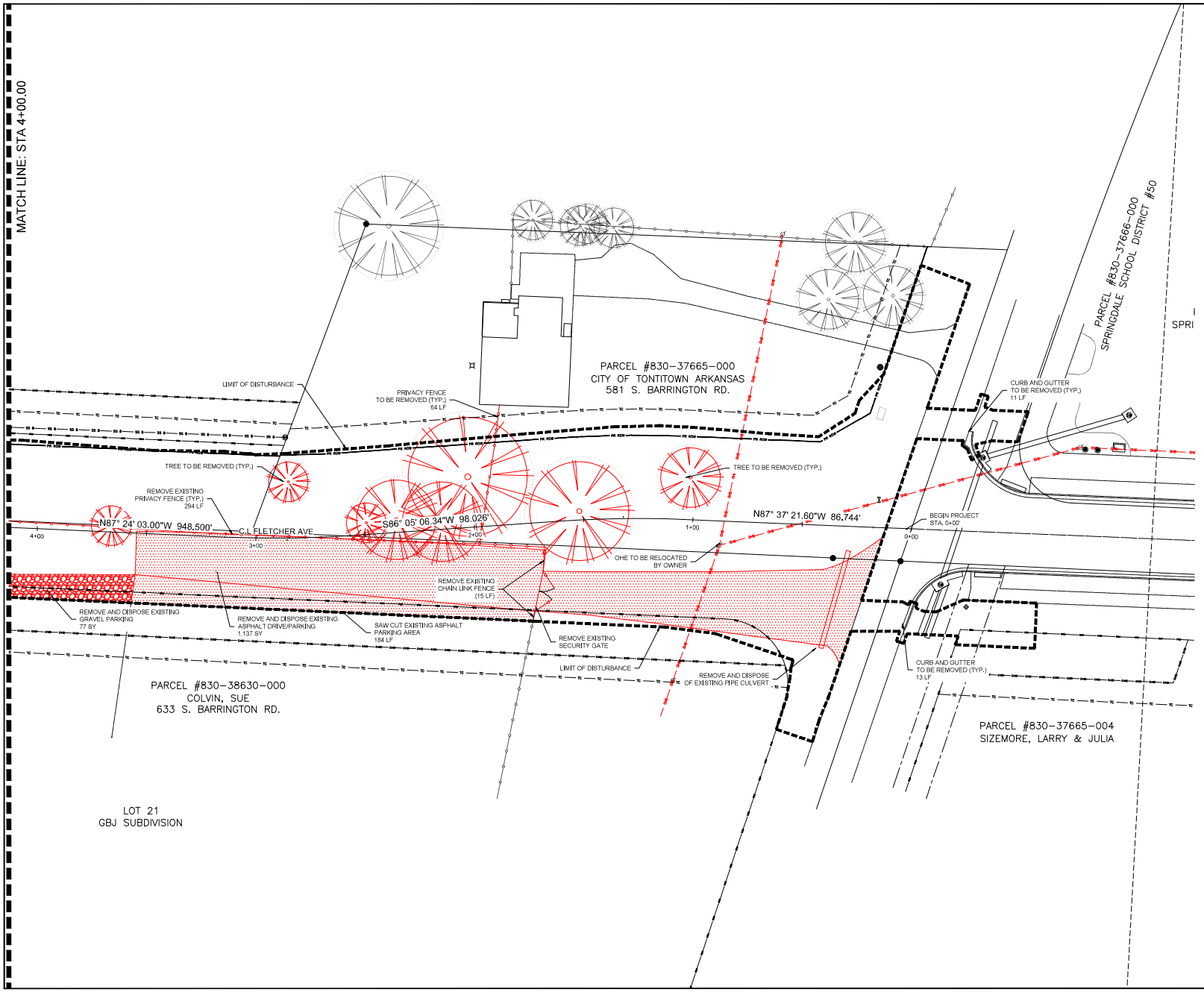
NOTES
LAND USE/LAND RESTRICTIONS
NO ZONING REPORT OR LETTER WAS PROVIDED OR GIVEN TO US. THE SURVEY DOES NOT REFLECT ANY ZONING(S) EXCEPT AS SPECIFICALLY STATED.
NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL WAS NOTED DURING THE COURSE OF THE FIELD WORK. THE TERM OF THE SURVEY ENCOMPASSED DETAILS, LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, LAND USE REGULATIONS, OR FACTS TO WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
BASIS OF BEARINGS
BASIS OF BEARINGS HEREON, AS ESTABLISHED AND BASED PARTLY AS PART OF THIS SURVEY BY OBTAIN OR GRID DATA CONCERNING EASEMENT SIZE, WIDTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR OTHER EASEMENT. ATLAS DOES NOT WARRANT ALL UTILITY SERVICES FOR THIS INFORMATION.
FLOOD INFORMATION
ANY UNDERGROUND OBJECTS, LINES, SYMBOLS, VARIABLES, ETC. SHOWN HEREON WERE DERIVED BY FIELD SURVEY AND APPROXIMATE AND ORIENTED FROM A FLOOD INSURANCE RATE MAP (FIRM) BY GRAPHICAL PLOTTING ONLY. THIS PLAT DOES NOT REPRESENT THE SURVEYOR'S OPINION ON THE PROBABILITY OF FLOODING.

CERTIFICATE OF AUTHORIZATION ATLAS ARKANSAS No. 1875

PROFESSIONAL ENGINEER STATE OF ARKANSAS No. 17756 TIMOTHY D. TERRY



DEMOLITION NOTES

1. ITEMS SHOWN IN RED TO BE REMOVED
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE THOROUGH KNOWLEDGE OF THE EXISTING SITE FEATURES, UTILITIES, STORM DRAINAGE, AND ALL BELOW AND ABOVE GROUND UTILITIES.
3. ITEMS NOT SHOWN TO BE REMOVED ON THIS PLAN BUT INSIDE THE PROJECT LIMITS AND IN THE WAY OF PROPOSED IMPROVEMENTS SHALL BE REMOVED.
4. LIMITS CONSISTS OF ALL AREAS OF DISTURBANCE FOR CONSTRUCTION OF THE PROJECT.
5. UTILITIES TO BE REMOVED SHALL BE COORDINATED WITH THE UTILITY AUTHORITY HAVING JURISDICTION.
6. NOTICE OF DISRUPTION TO UTILITY SERVICES SHALL BE COORDINATED WITH OWNER / ARCHITECT 72 HOURS IN ADVANCE.
7. CONTRACTOR SHALL BE AWARE THAT POTENTIAL ABANDONED UTILITIES, DRAINAGE, FOOTINGS AND OTHER SUB-SURFACE FEATURES MAY EXIST BUT MAY NOT BE SHOWN ON THIS PLAN.
8. PROTECT EXISTING UTILITY SERVICES UNTIL NEW SERVICES ARE IN PLACE AND APPROVED.
9. STOCKPILES SHALL BE LOCATED MINIMUM 50 FEET AWAY FROM DRAINAGE WAYS. PERMANENT STABILIZATION SHALL BE ESTABLISHED IF THE STOCKPILE ISN'T DISTURBED WITHIN 14 DAYS. INSTALL FENCING OR EROSION CONTROL EELS TO PREVENT SEDIMENT FROM MIGRATING OFF-SITE. MAXIMUM STOCKPILE SLOPE IS 2:1.
10. USE EXTREME CAUTION IN THE VICINITY OF OVERHEAD POWER LINES.

CK

CK CIVIL ENGINEERING, LLC
155 E. FANTINEL DR.
SUITE D
TONTITOWN, AR
72762

CITY OF TONTITOWN
235 E HENRI DE TONTI BLVD
TONTITOWN, AR 72762
(479) 361-2700

STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 16349
ZACHARY JOHNSON
6/09/2025

ISSUE DATE: 06/23/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

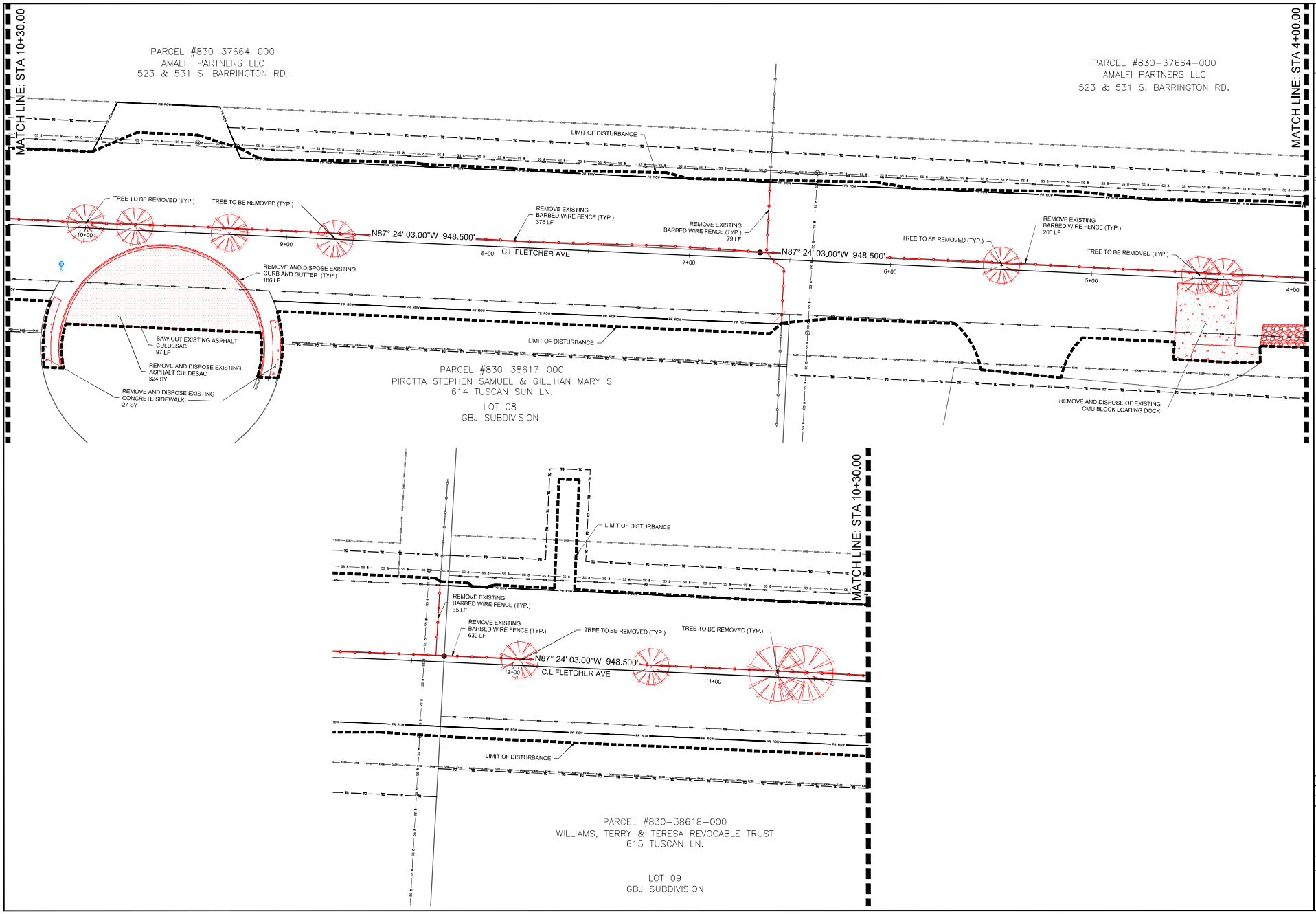
STREET PROJECT

REVISION:

DEMOLITION PLAN

PROJ: 24-110

D-01



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72762

CITY OF TONTITOWN
235 E HENRI DE TONTI BLVD
TONTITOWN, AR 72762
(479) 361-2700

ARKANSAS LICENSED PROFESSIONAL ENGINEER
JONATHAN ZACHARY JOHNSON
No. 18349
6/09/2025

ISSUE DATE: 06/23/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

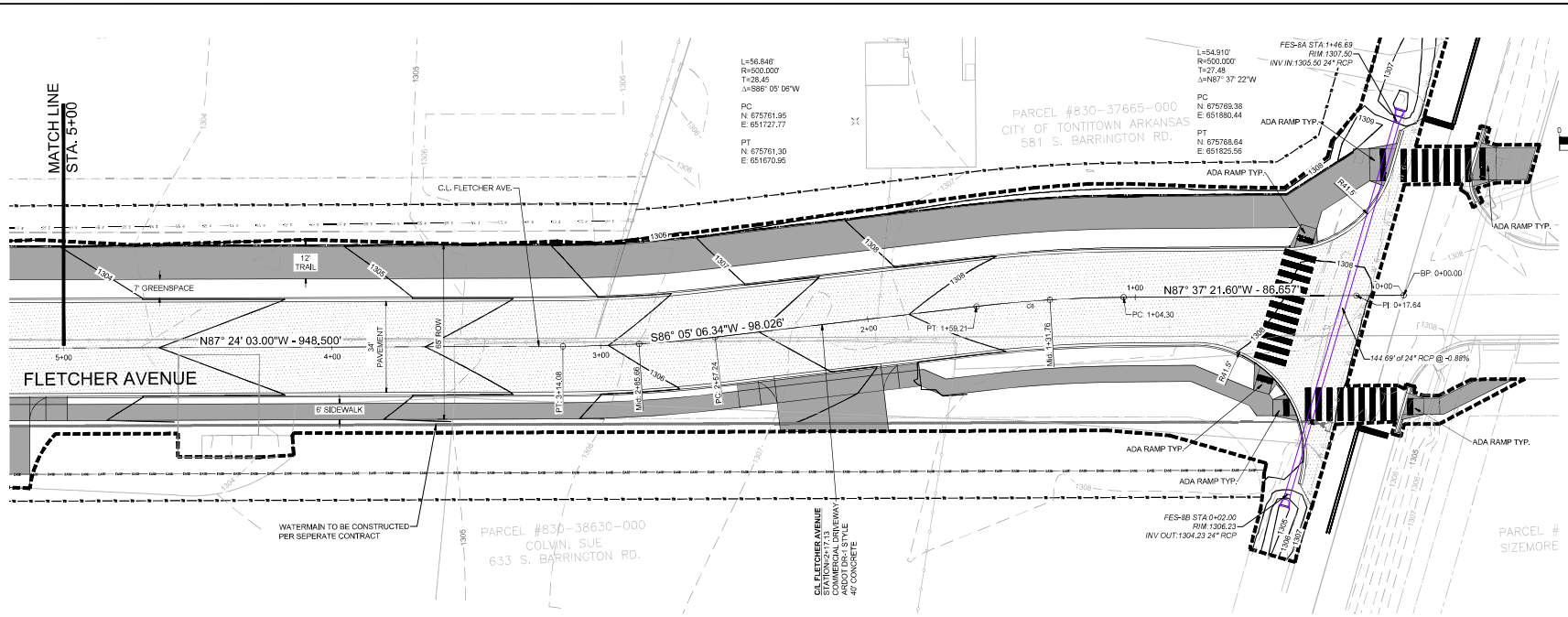
STREET PROJECT

REVISION:

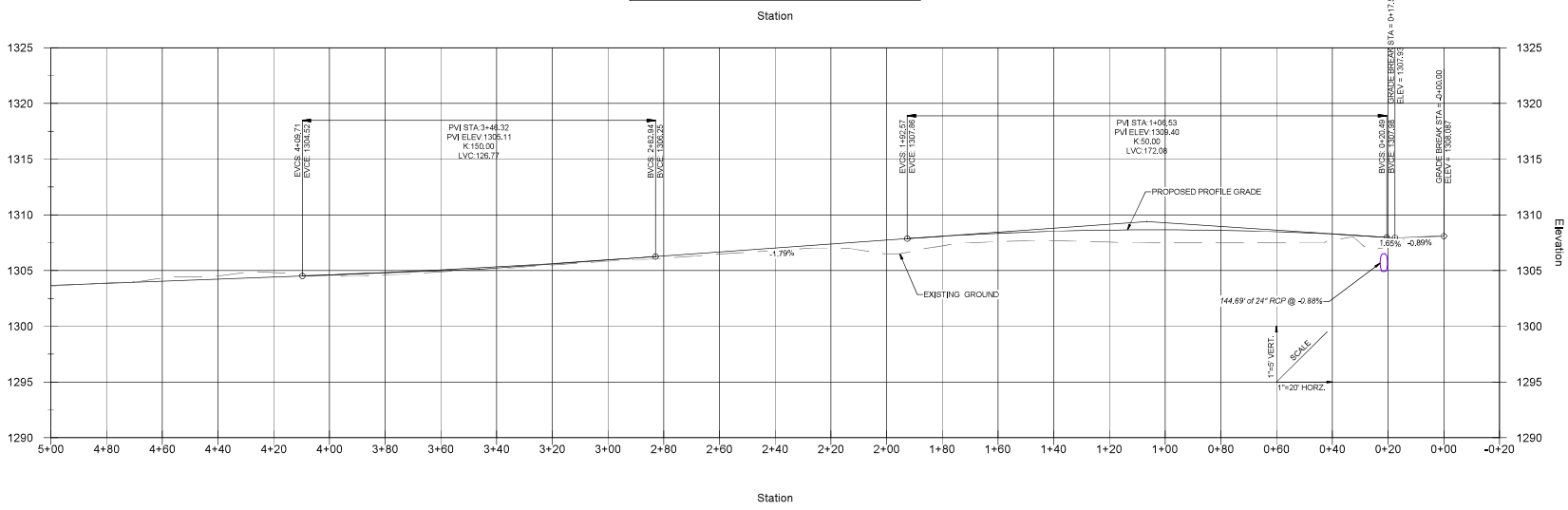
DEMOLITION PLAN

PROJ: 24-110

D-02



FLETCHER AVENUE PROFILE



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CK CIVIL ENGINEERING, LLC
155 E. PANTINEL DR, SUITE D
TONTITOWN, AR 72762

CITY OF TONTITOWN
235 E HENRI DE TONTI BLVD
TONTITOWN, AR 72762
(479) 361-2700

ARKANSAS LICENSED PROFESSIONAL ENGINEER 16349 ZACHARY JOHNSON 07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST
TONTITOWN, AR

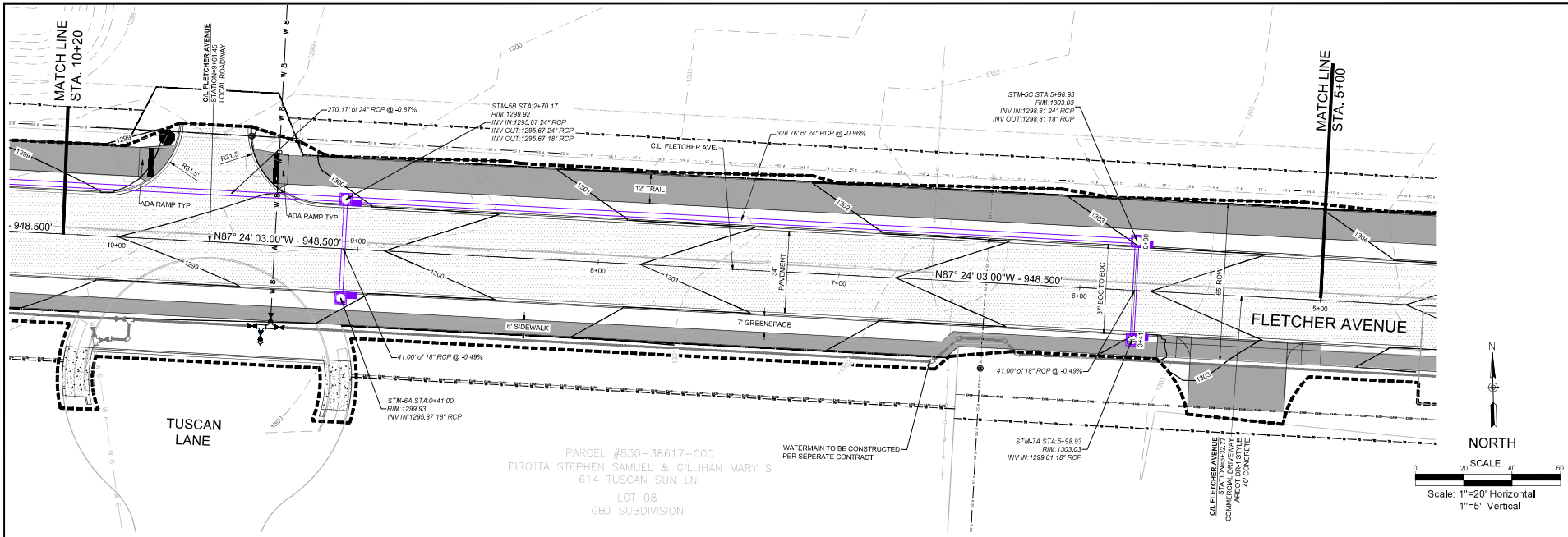
STREET PROJECT

REVISION:

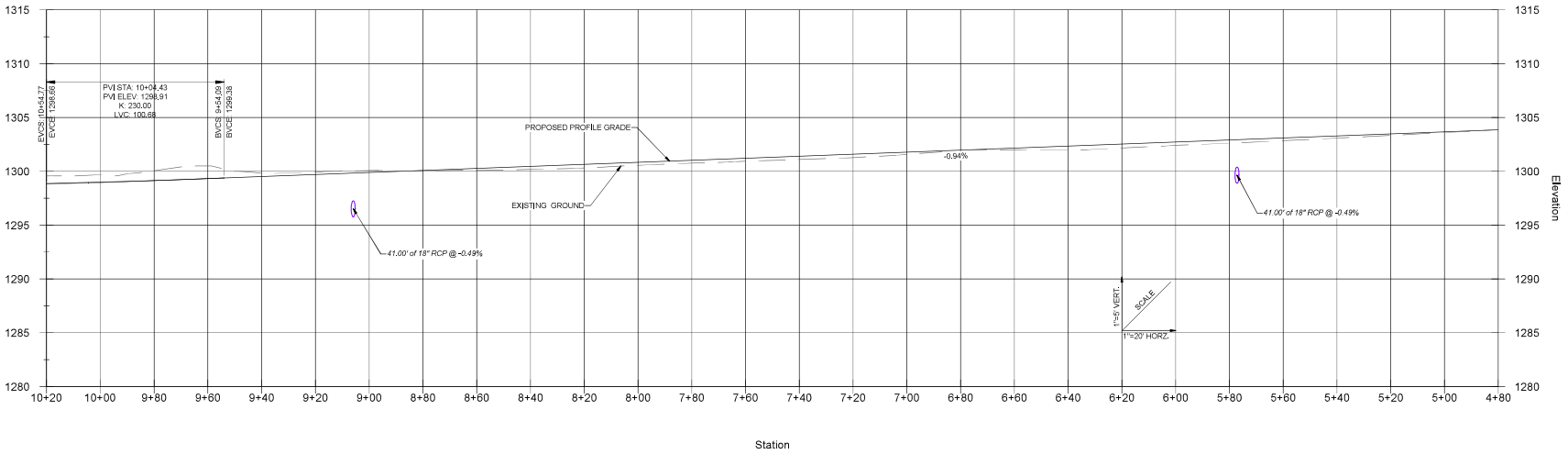
PLAN AND PROFILE

PROJ: 24-110

PP-1



FLETCHER AVENUE PROFILE



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155 E. FANTINEL DR.
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72762

CITY OF TONTITOWN
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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
18349
ZACHARY JOHNSON
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

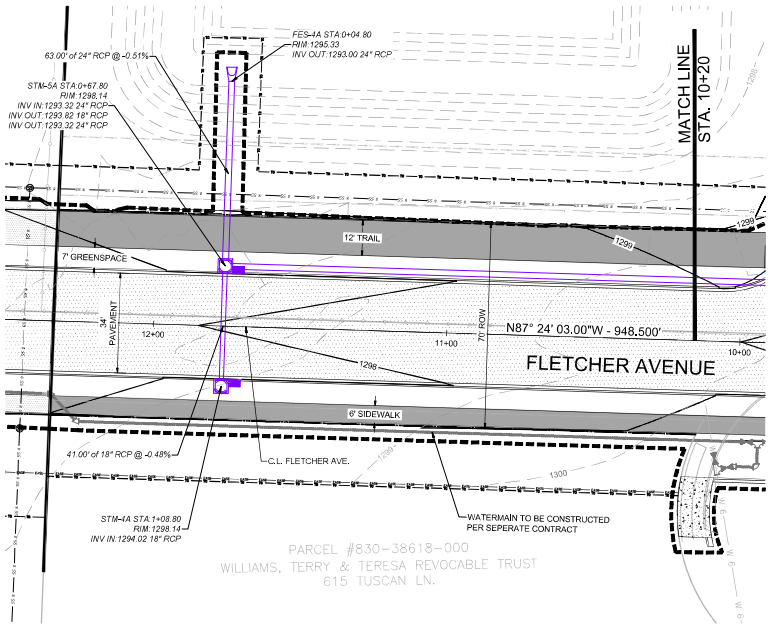
STREET PROJECT

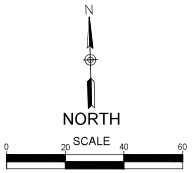
REVISION:

PLAN AND PROFILE

PROJ: 24-110

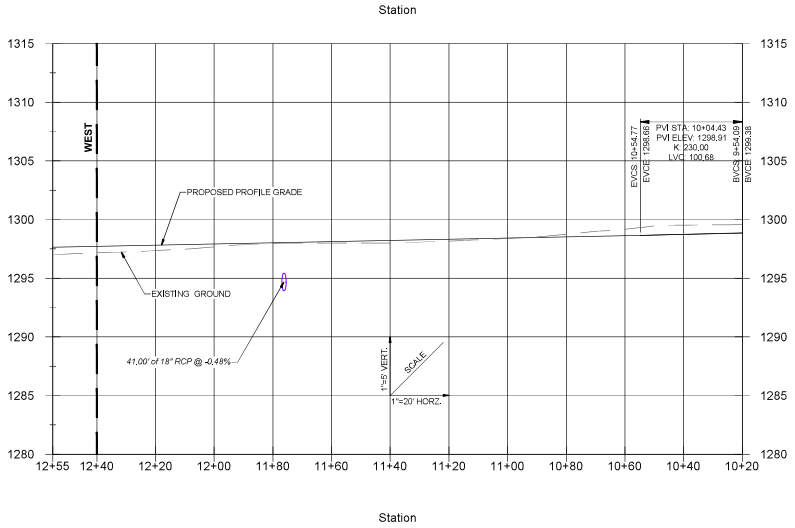
PP-2





Scale: 1"=20' Horizontal
1"=5' Vertical

FLETCHER AVENUE PROFILE



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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 16348
ZACHARY JOHNSON
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST
TONTITOWN, AR

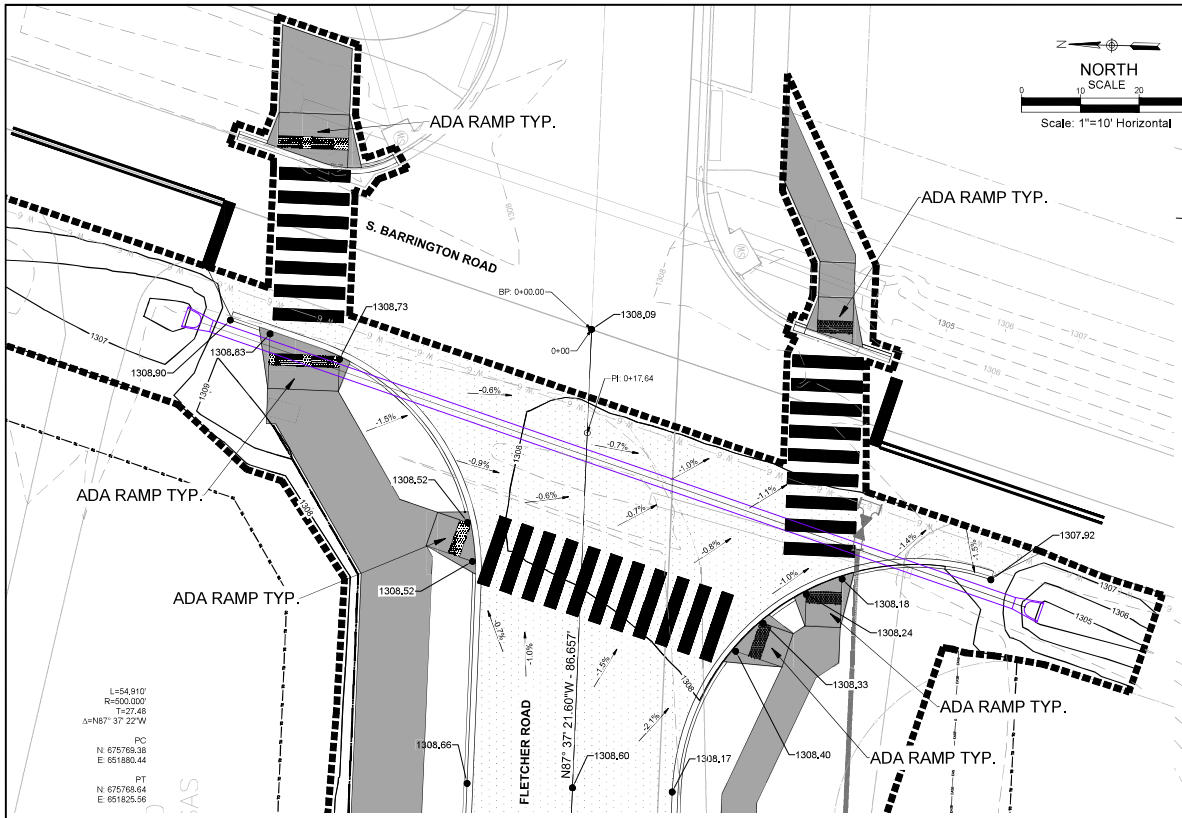
STREET PROJECT

REVISION:

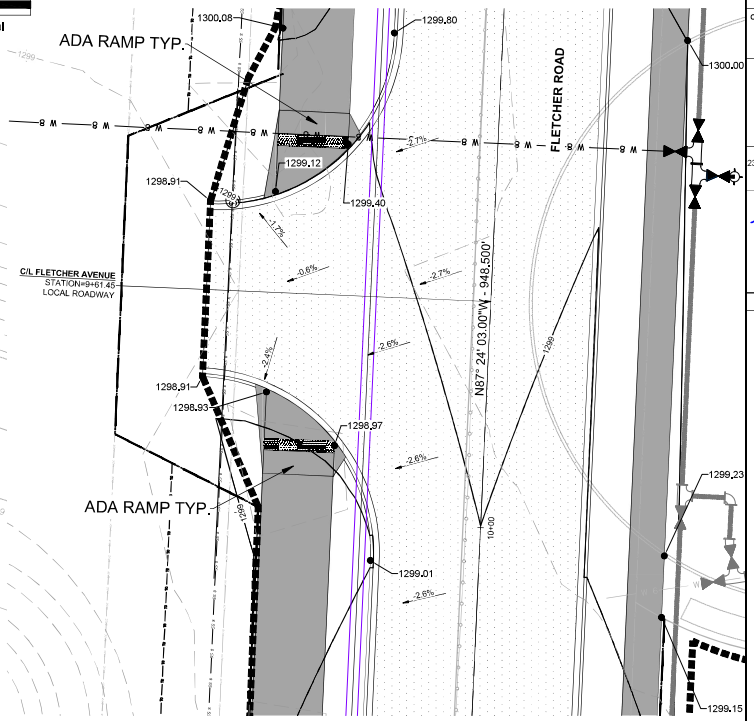
PLAN AND PROFILE

PROJ: 24-110

PP-3



INTERSECTION DETAIL FLETCHER ROAD AND S BARRINGTON ROAD



INTERSECTION DETAIL FLETCHER ROAD AND LOCAL ROADWAY AMALFI SUB DIV.

CK

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155 E. FANTINEL DR.
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ARKANSAS
LICENSED
PROFESSIONAL
ENGINEER
ZACHARY JOHNSON
No. 16349
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

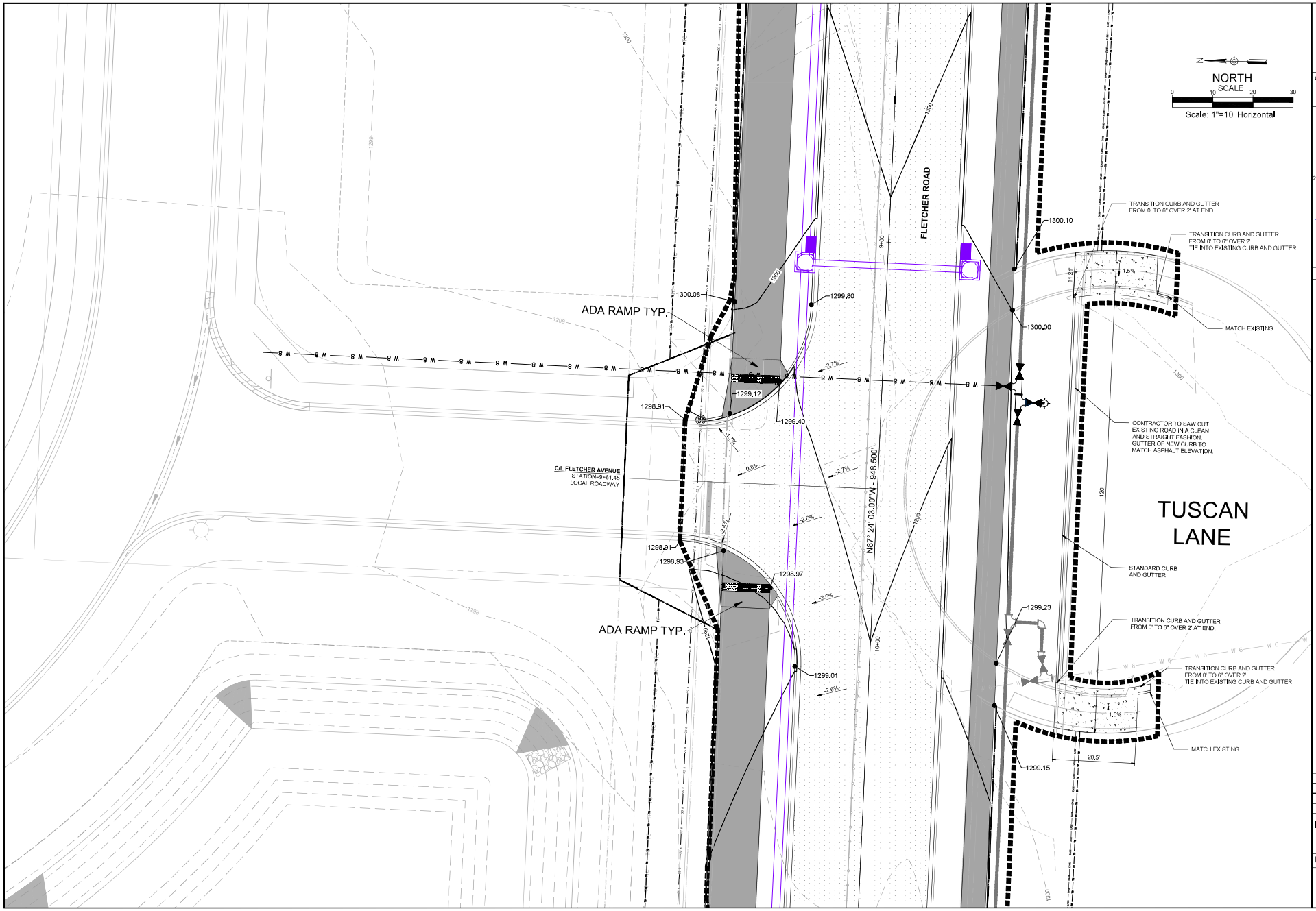
STREET PROJECT

REVISION:

INTERSECTION GRADING

PROJ: 24-110

G100



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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 16348
ZACHARY JOHNSON
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

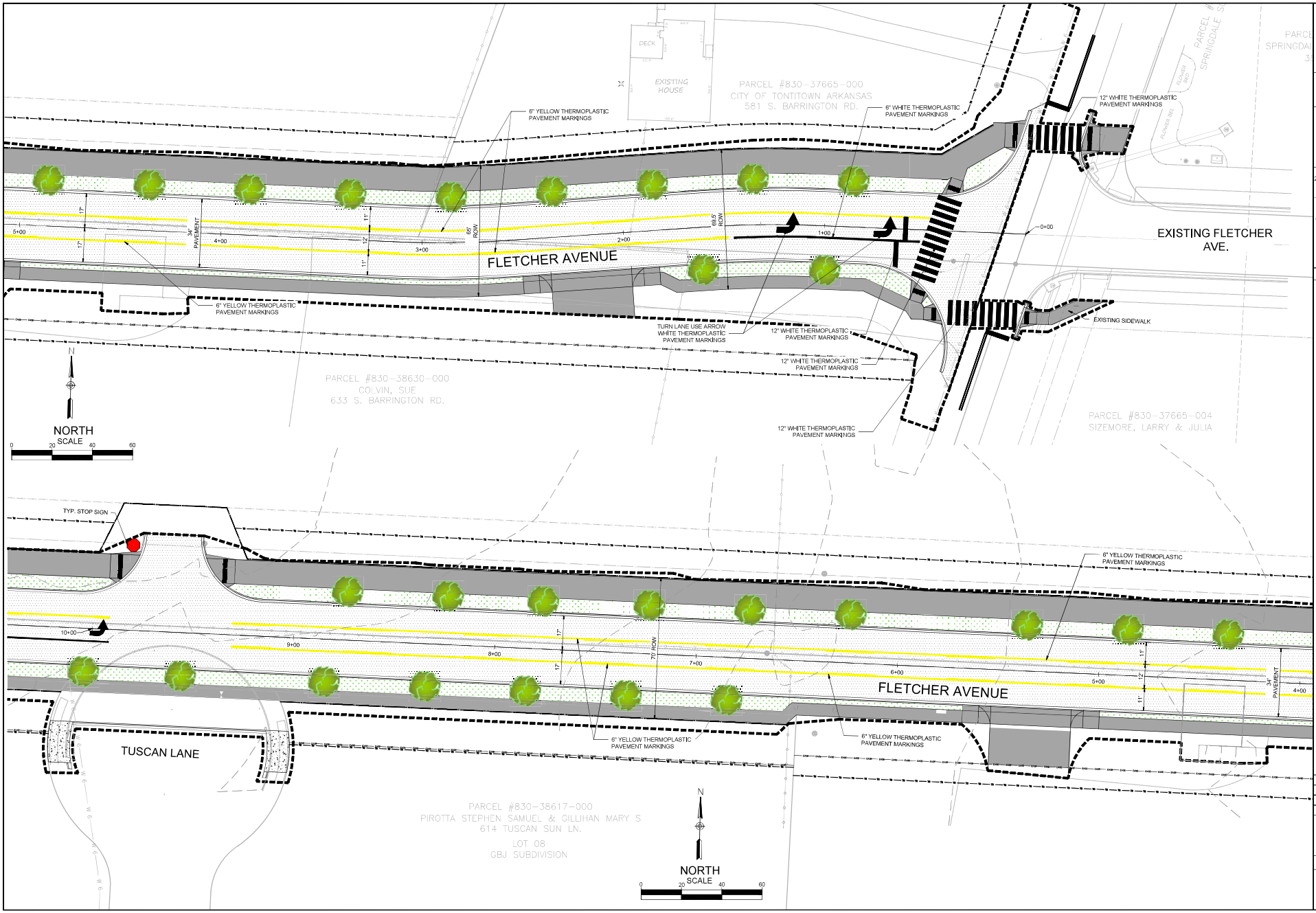
STREET PROJECT

REVISION:

INTERSECTION GRADING

PROJ: 24-110

G-200



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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
RYAN TOMARY JOHNSTON
NO. 16349
08/29/2025

ISSUE DATE: 08/23/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

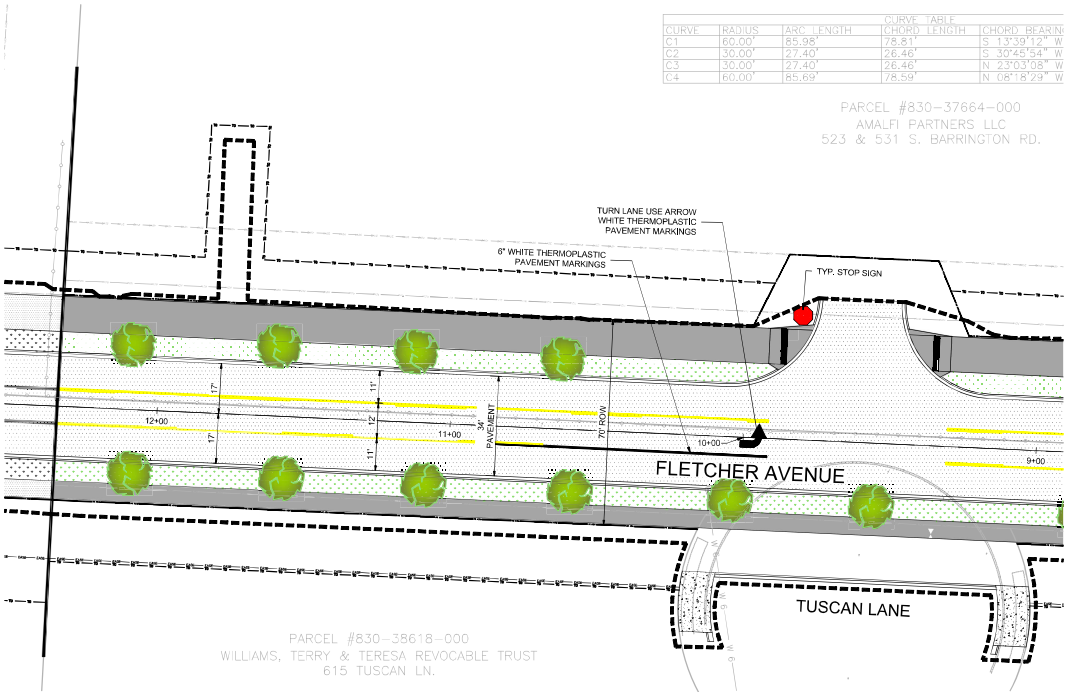
STREET PROJECT

REVISION:

PAVEMENT MARKINGS

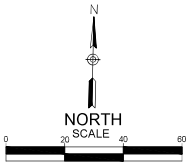
PROJ: 24-110

PM-1



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	85.98'	78.81'	S 13°39'12" W
C2	30.00'	27.40'	26.46'	S 30°45'54" W
C3	30.00'	27.40'	26.46'	N 23°03'08" W
C4	60.00'	85.69'	78.59'	N 08°18'29" W



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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
RYAN ZACHARY JOHNSON
No. 16348
06/09/2025

ISSUE DATE: 06/23/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

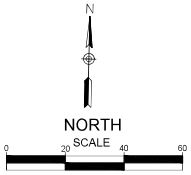
STREET PROJECT

REVISION:

PAVEMENT MARKINGS

PROJ: 24-110

PM-2



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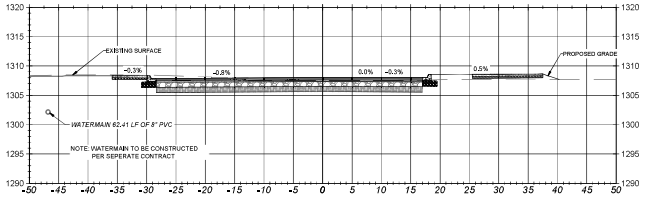

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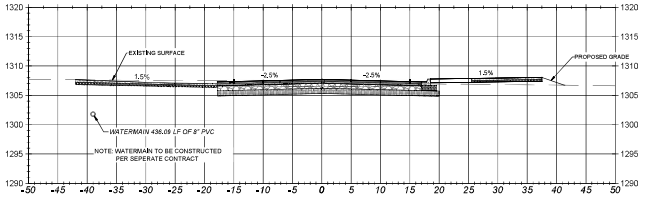

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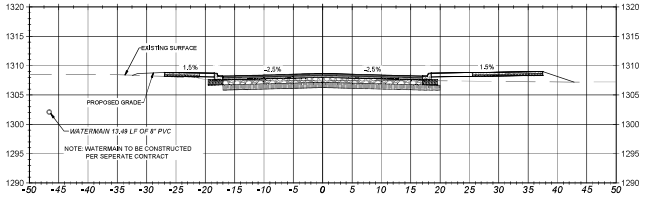

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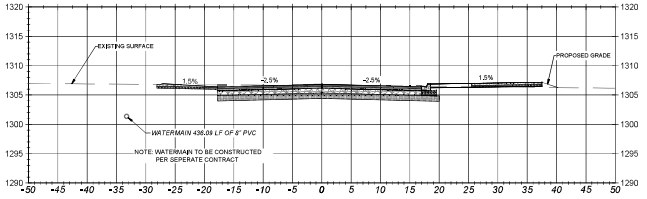

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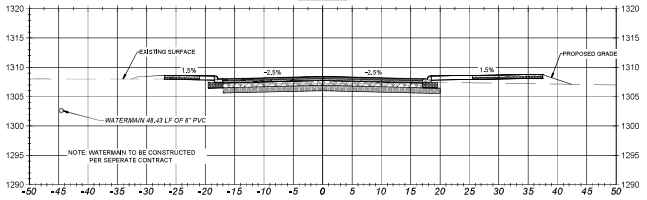

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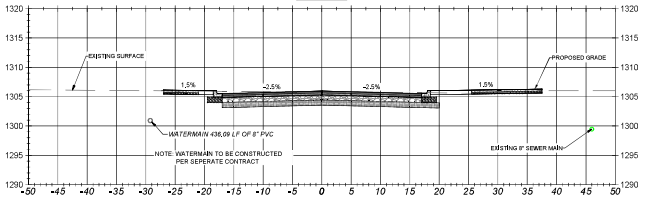

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ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

STREET PROJECT

REVISION:

CROSS SECTIONS

PROJ: 24-110

XS-1

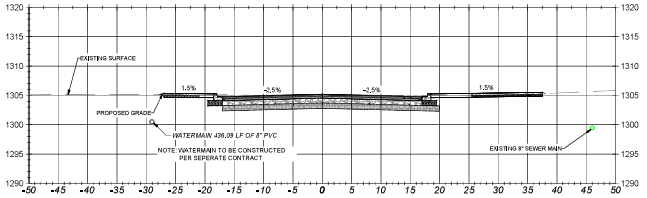
N

NORTH

SCALE

0 20 40 60

3+50.00



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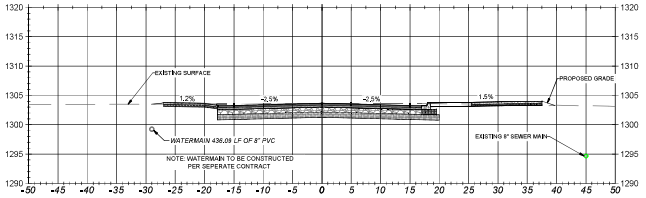

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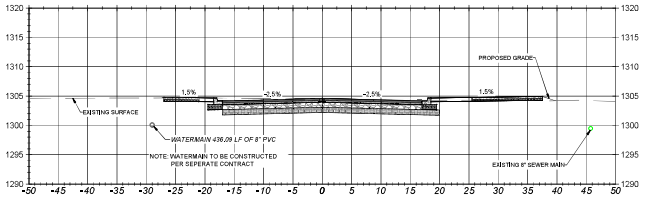

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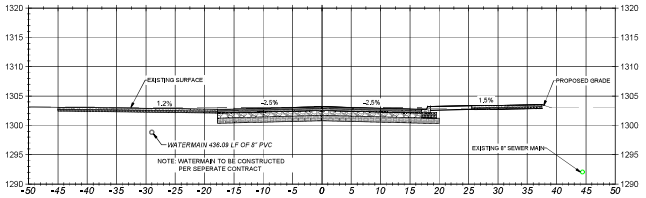

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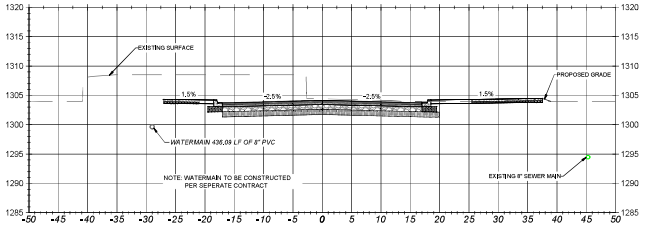

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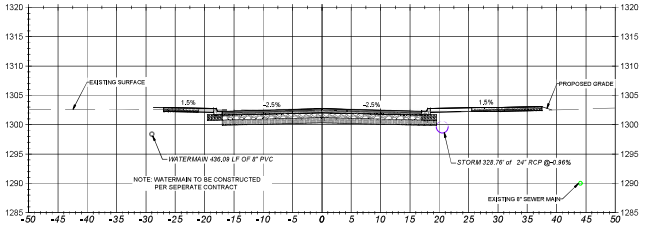

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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
REC. 16348
CHARY JOHNSON
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

STREET PROJECT

REVISION:

CROSS SECTIONS

PROJ: 24-110

XS-2

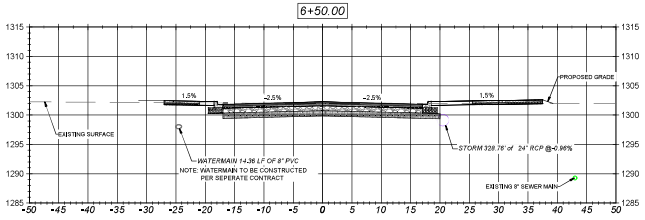
N

NORTH

SCALE

0 20 40 60

6+50.00



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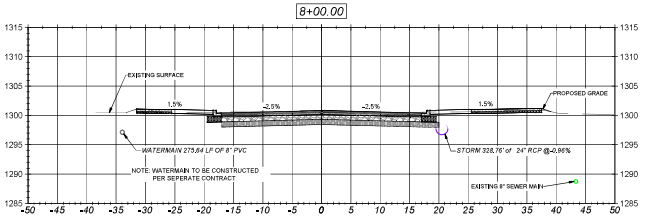

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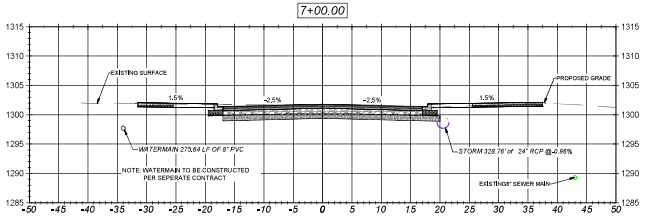

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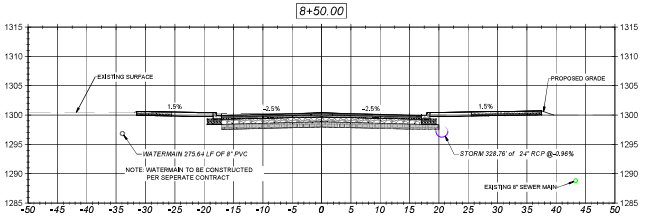

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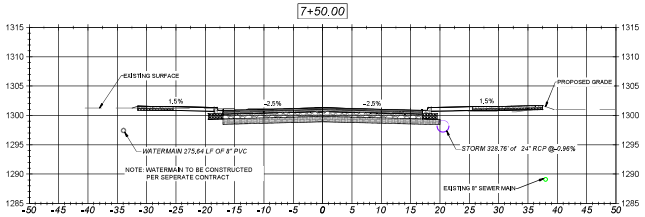

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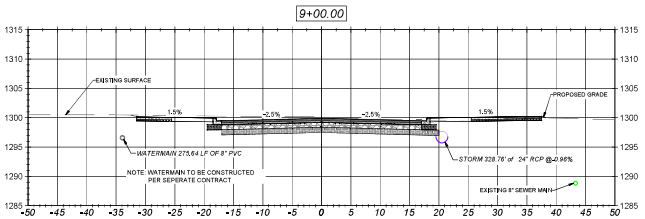

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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
RYAN C. JONES
NO. 16349
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

STREET PROJECT

REVISION:

CROSS SECTIONS

PROJ: 24-110

XS-3

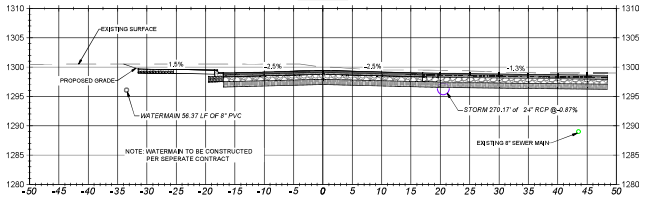
N

NORTH

SCALE

0 20 40 60

9+50.00



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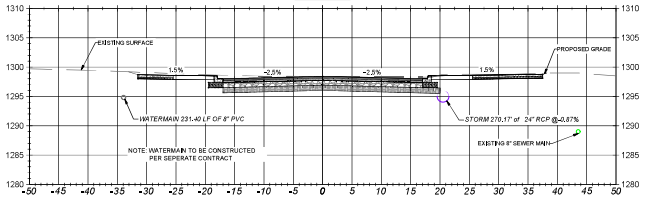

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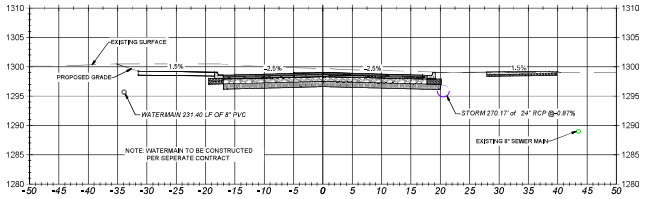

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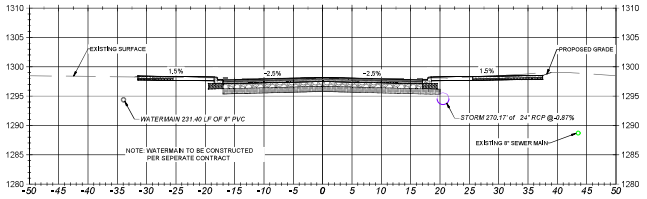

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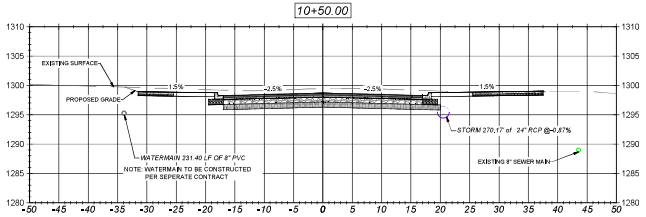

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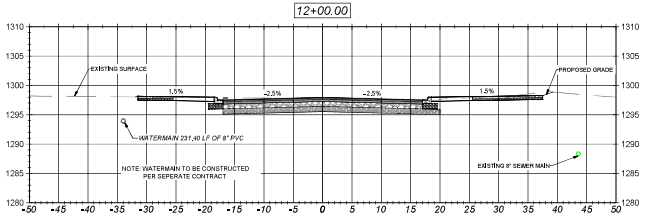

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STATE OF ARKANSAS
LICENSED PROFESSIONAL ENGINEER
No. 16349
BRYAN C. JOHNSON
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

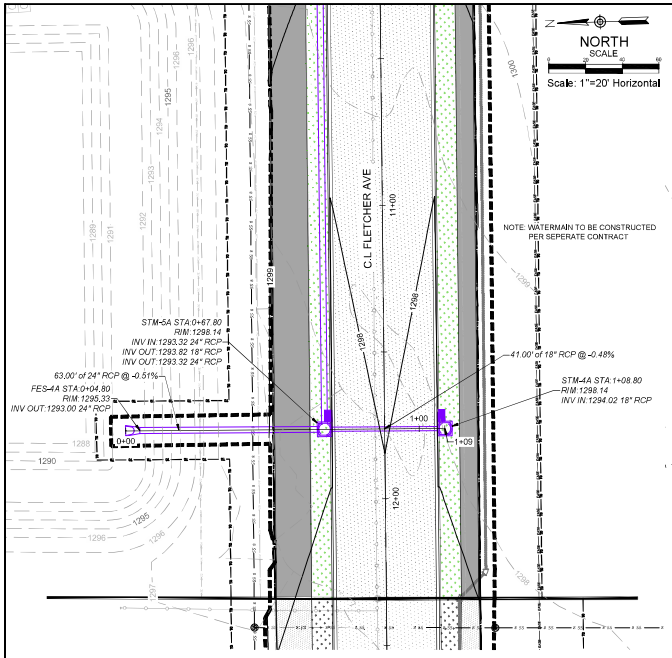
STREET PROJECT

REVISION:

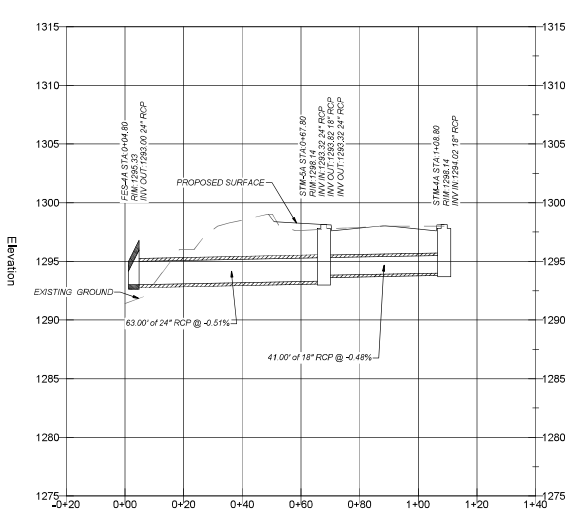
CROSS SECTIONS

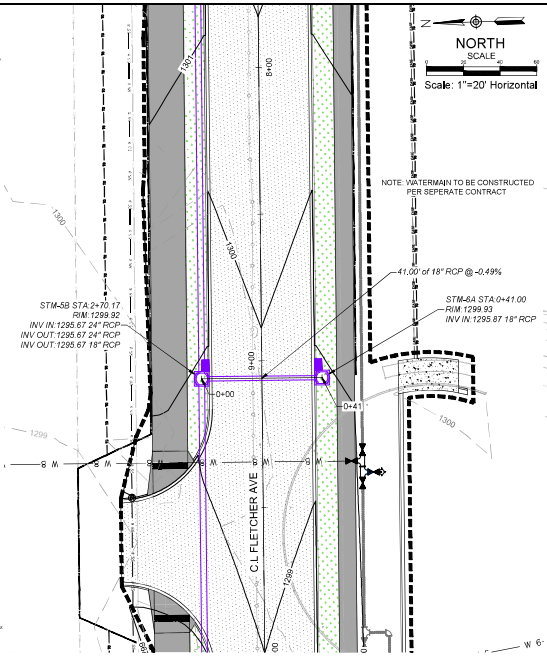
PROJ: 24-110

XS-4



STORM-4 PROFILE





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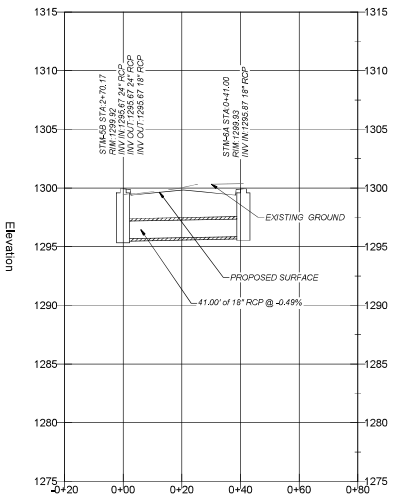
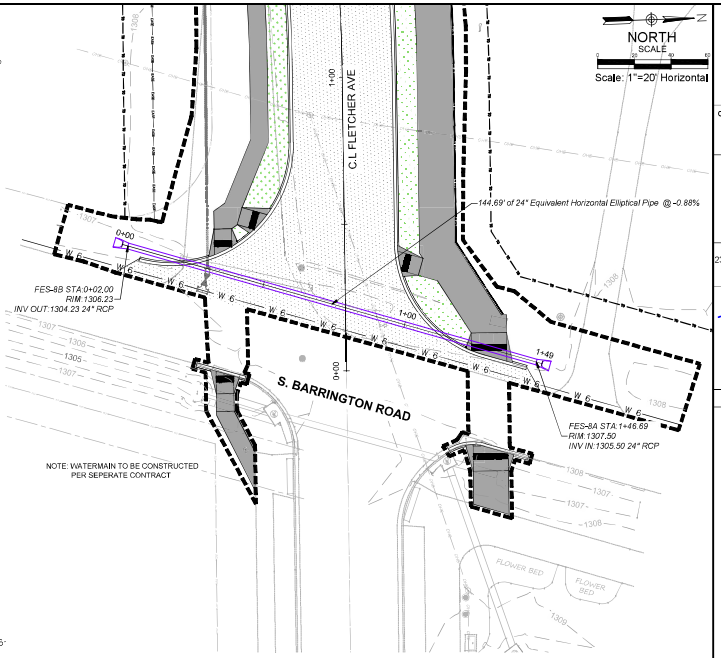
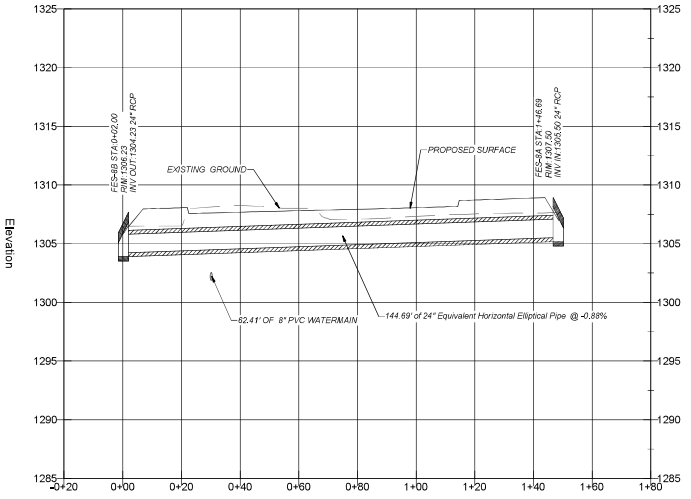




STORM 8 PROFILE



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ARKANSAS
LICENSED PROFESSIONAL ENGINEER
BRIAN ZACHARY JOHNSON
16348
07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST
TONTITOWN, AR

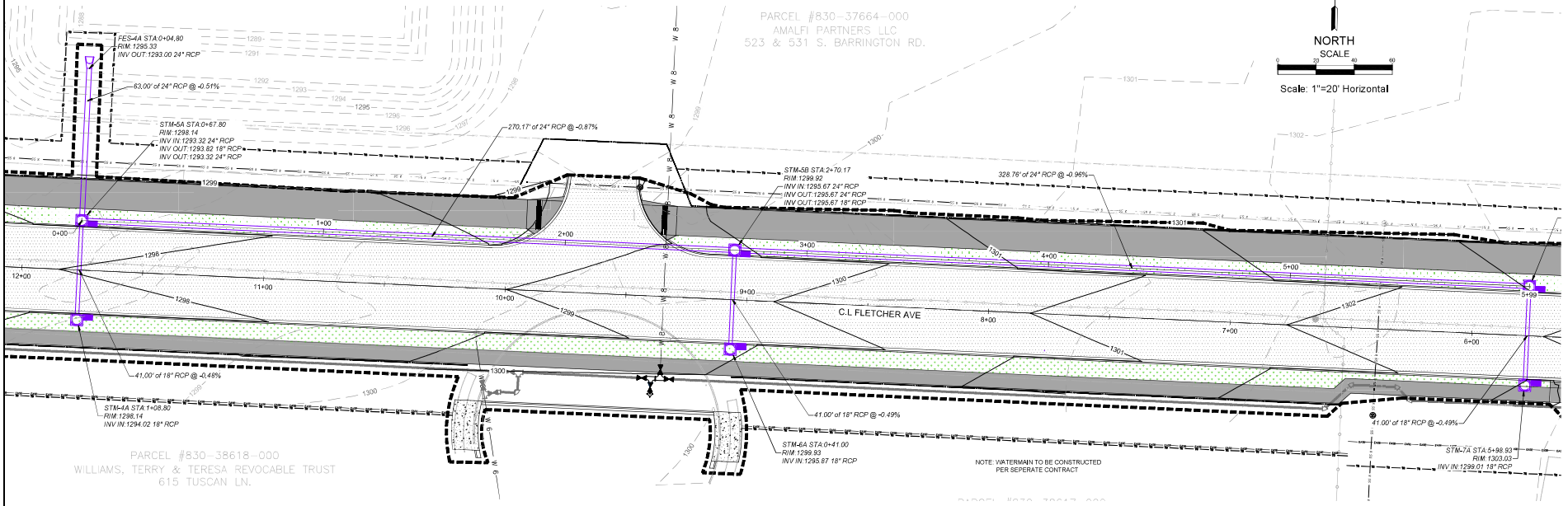
STREET PROJECT

REVISION:

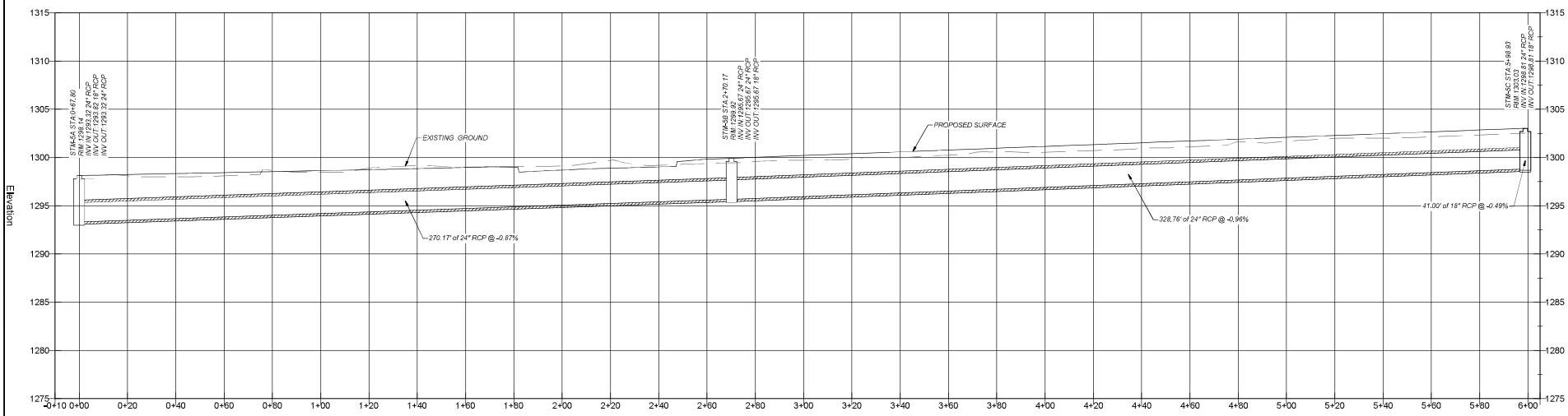
STORM PLAN AND PROFILE

PROJ: 24-110

SPP-1



STORM-5 PROFILE



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TONTITOWN, AR

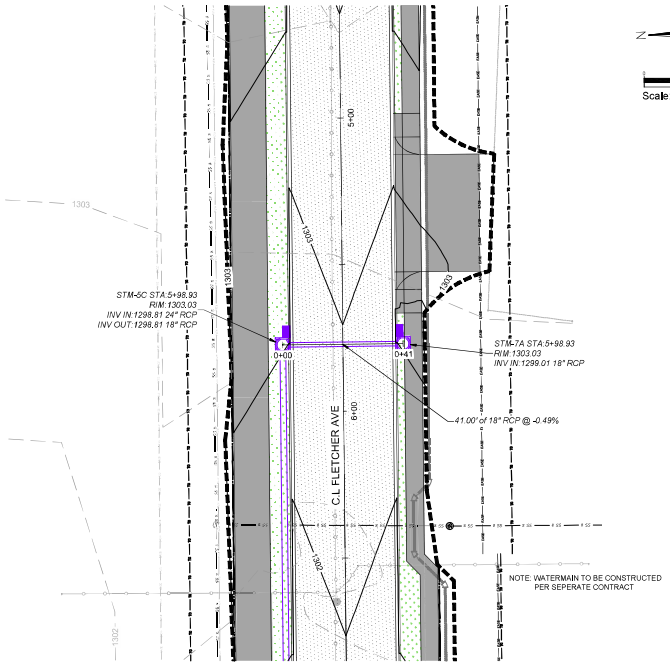
STREET PROJECT

REVISION:

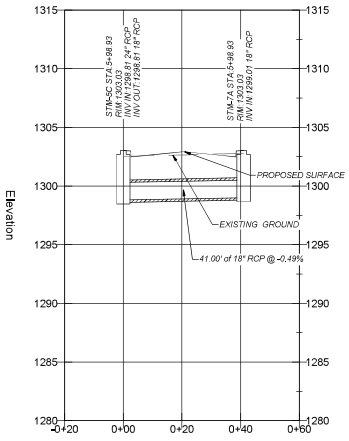
STORM PLAN AND PROFILE

PROJ: 24-110

SPP-2



STORM 7 PROFILE



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07/09/2025

ISSUE DATE: 07/09/2025

FLETCHER AVE EXTENSION - EAST

TONTITOWN, AR

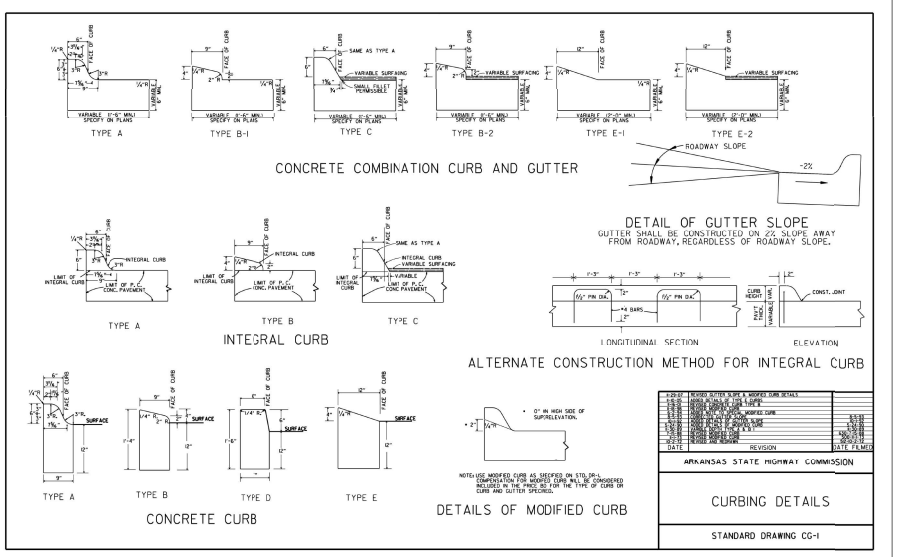
STREET PROJECT

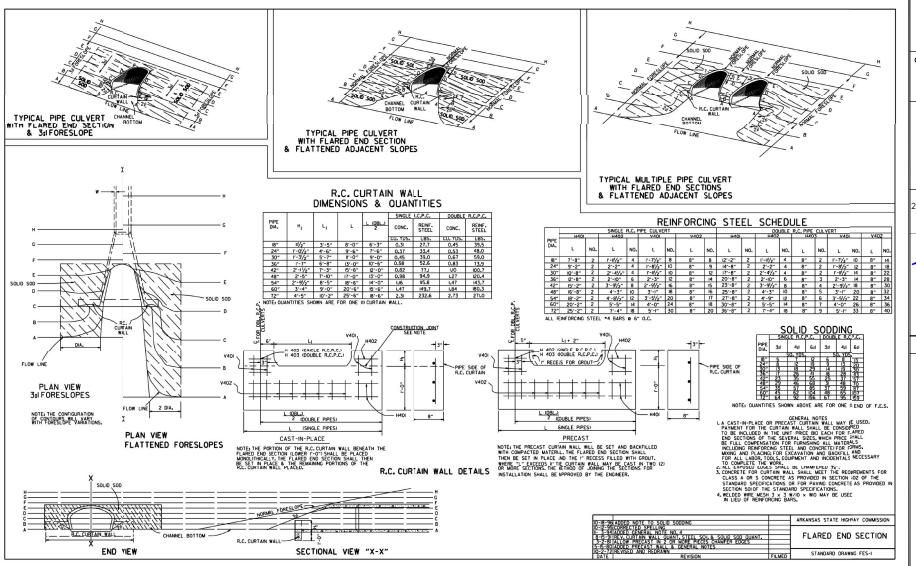
REVISION:

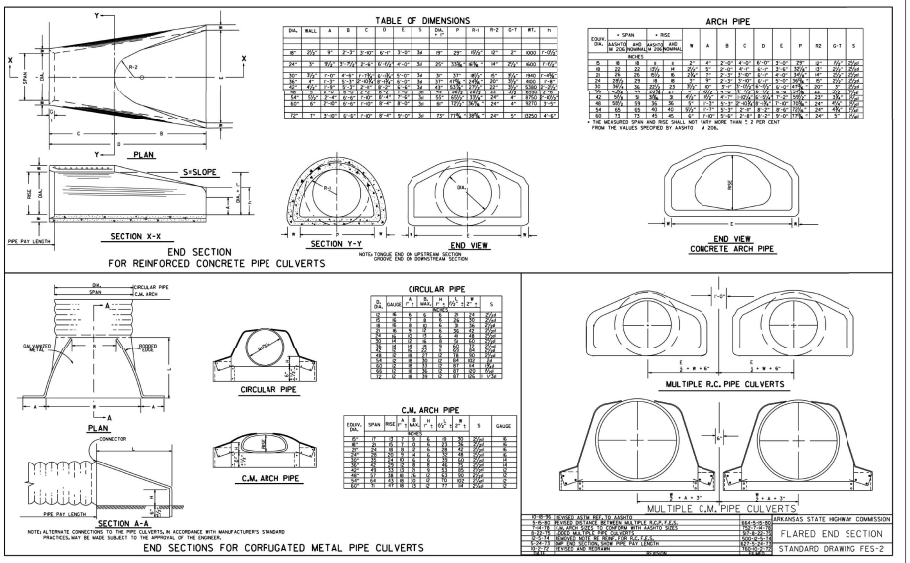
STORM PLAN AND PROFILE

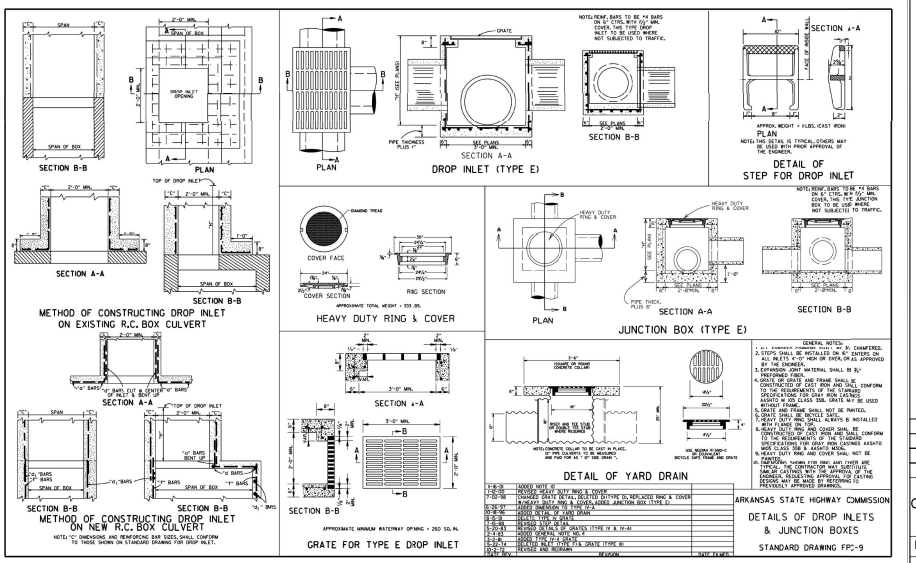
PROJ: 24-110

SPP-3









CK

CK CIVIL ENGINEERING, LLC
155 E. FANTINEL DR, SUITE D
TONTITOWN, AR 72762

CITY OF TONTITOWN
235 E HENRI DE TONTI BLVD
TONTITOWN, AR 72762
(479) 361-2700

ARKANSAS LICENSED PROFESSIONAL ENGINEER
No. 16349
RYAN C. MCHARY
04/09/2025

ISSUE DATE: 04/02/2025

FLETCHER AVE EXTENSION
TONTITOWN, AR

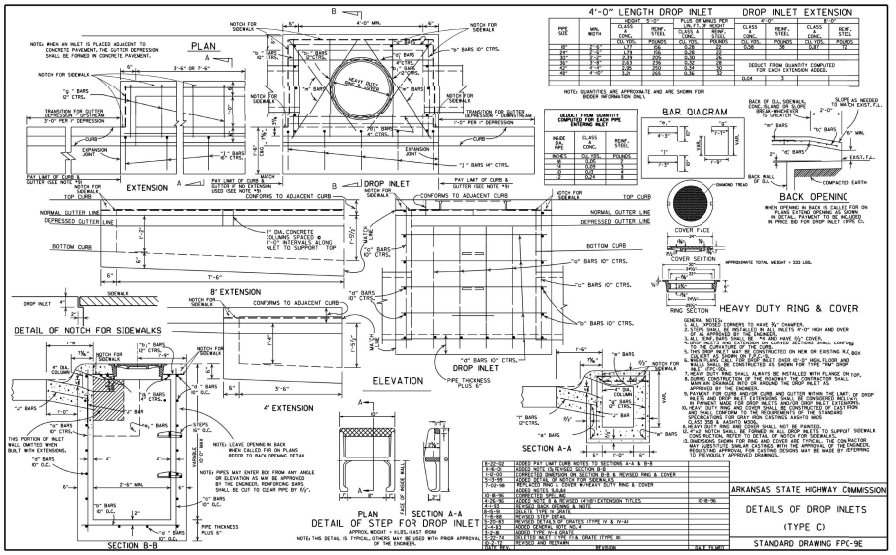
STREET PROJECT

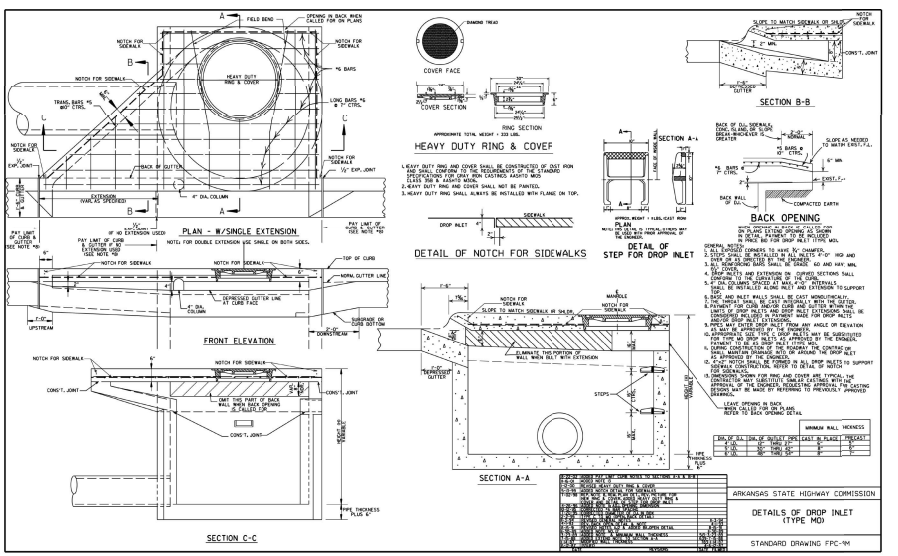
REVISION:

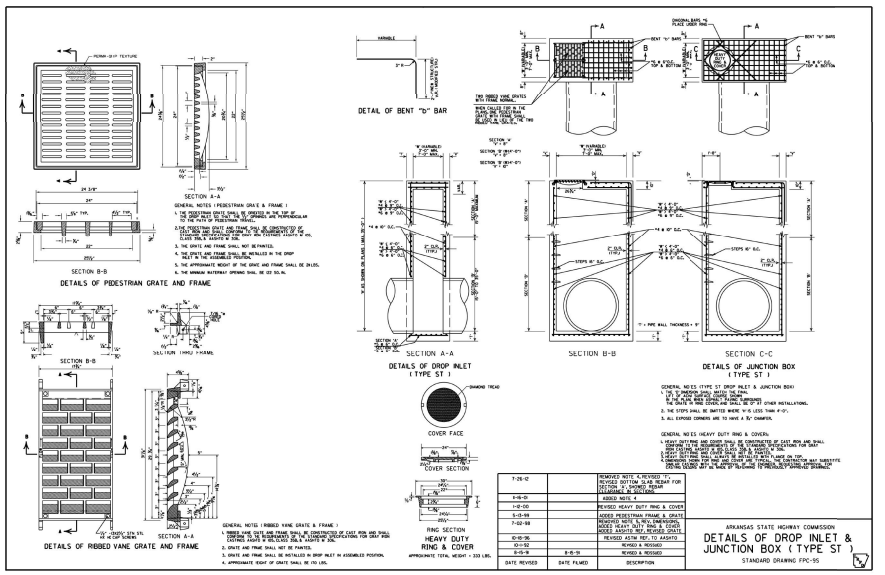
STANDARD CONSTRUCTION DETAILS

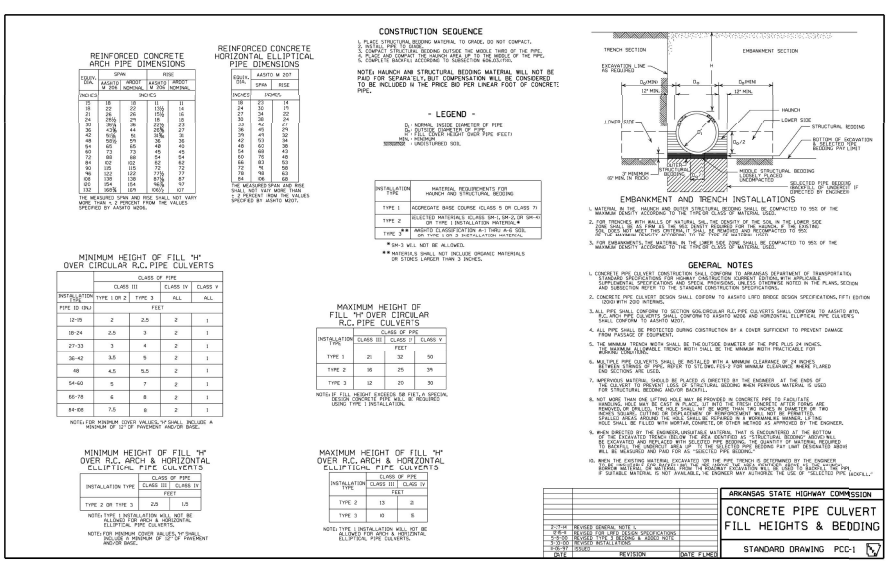
PROJ: 24-110

STD-01









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ARKANSAS LICENSED PROFESSIONAL ENGINEER — ANTHONY JOSEPH KOSKI — 16349 — 07/09/2025

ISSUE DATE: 04/02/2025

FLETCHER AVE EXTENSION
TONTITOWN, AR

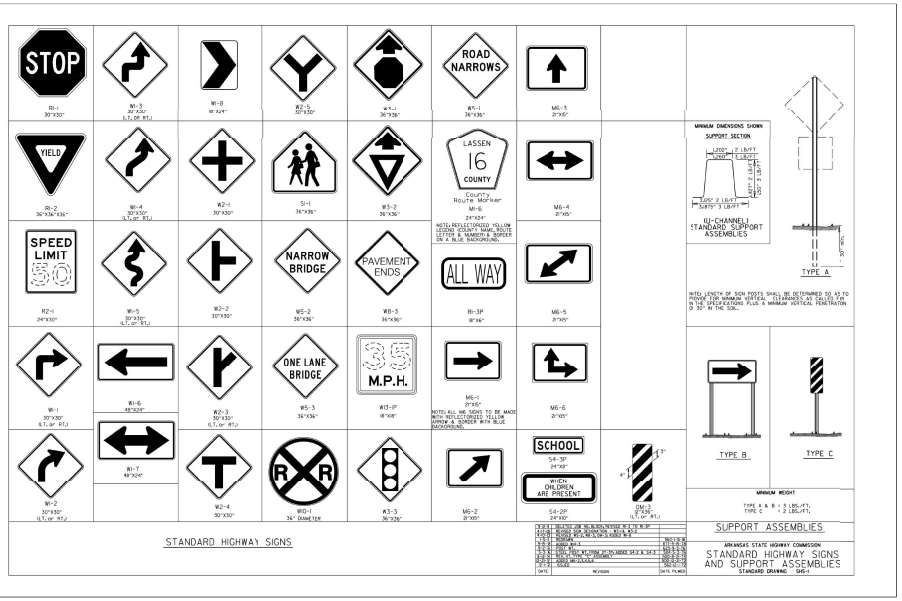
STREET PROJECT

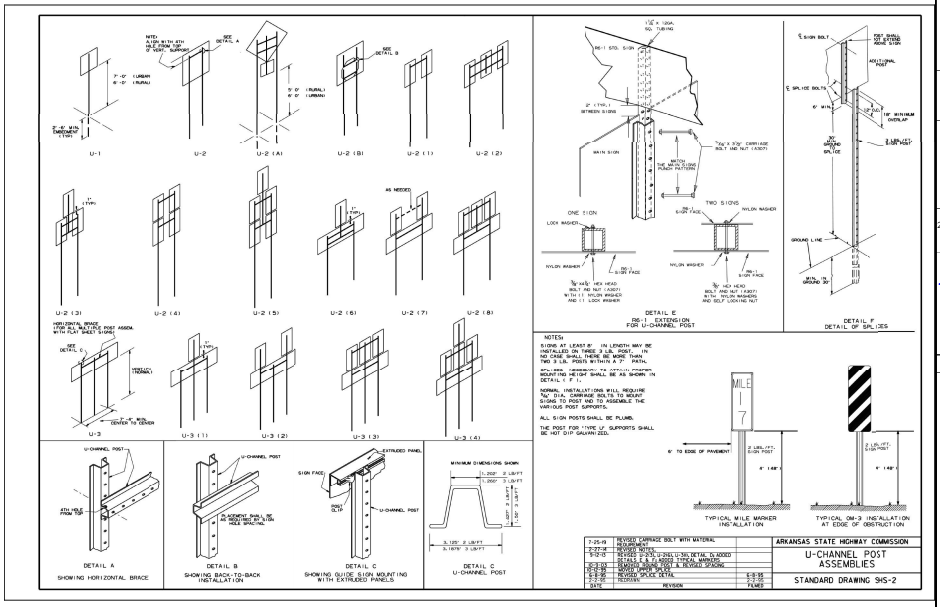
REVISION:

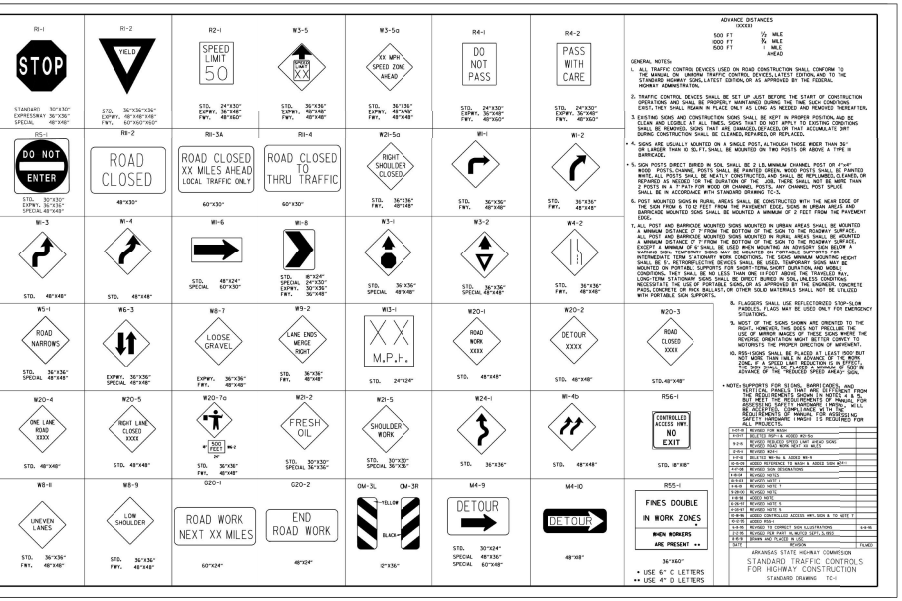
STANDARD CONSTRUCTION DETAILS

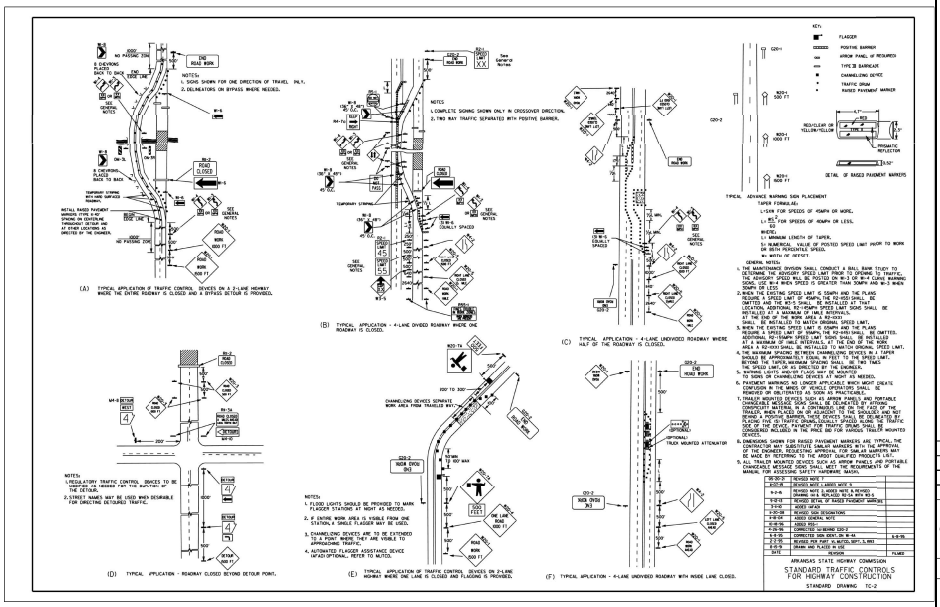
PROJ: 24-110

STD-02









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ARKANSAS
LICENSED PROFESSIONAL ENGINEER
RICHARD JOHNSON
11/09/2025

ISSUE DATE: 04/02/2025

FLETCHER AVE EXTENSION

TONTITOWN, AR

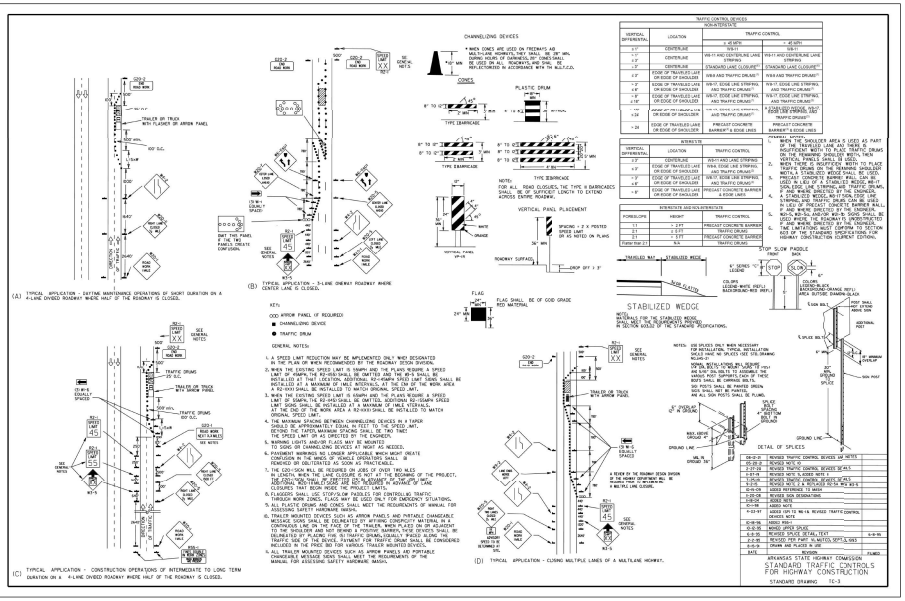
STREET PROJECT

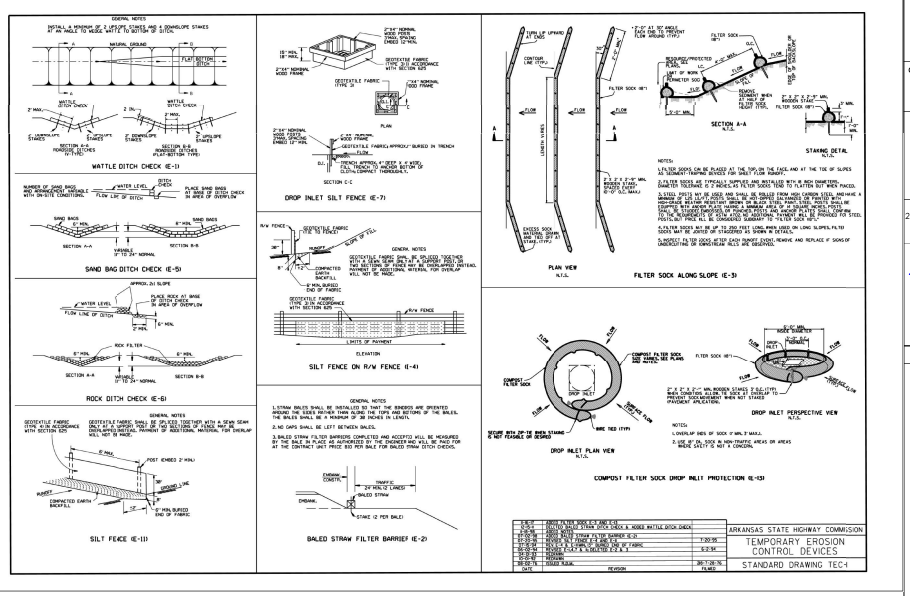
REVISION:

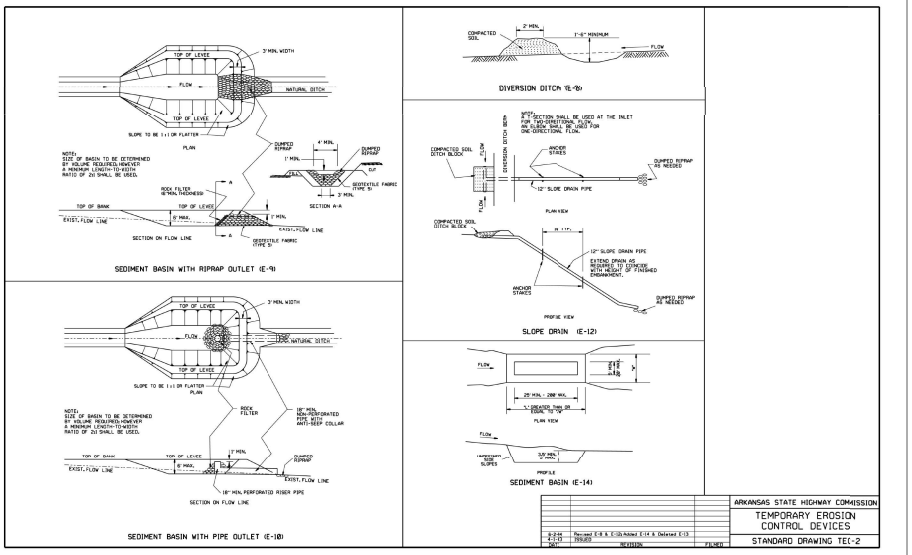
STANDARD CONSTRUCTION DETAILS

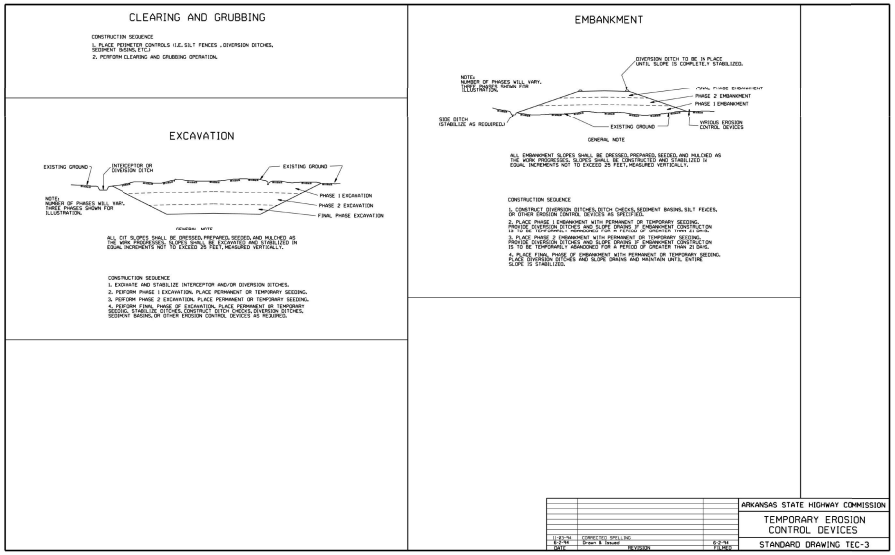
PROJ: 24-110

STD-03









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ARKANSAS
LICENSED
PROFESSIONAL
ENGINEER
No. 16349
ZACHARY JOHNSON
07/09/2025

ISSUE DATE: 04/02/2025

FLETCHER AVE EXTENSION
TONTITOWN, AR

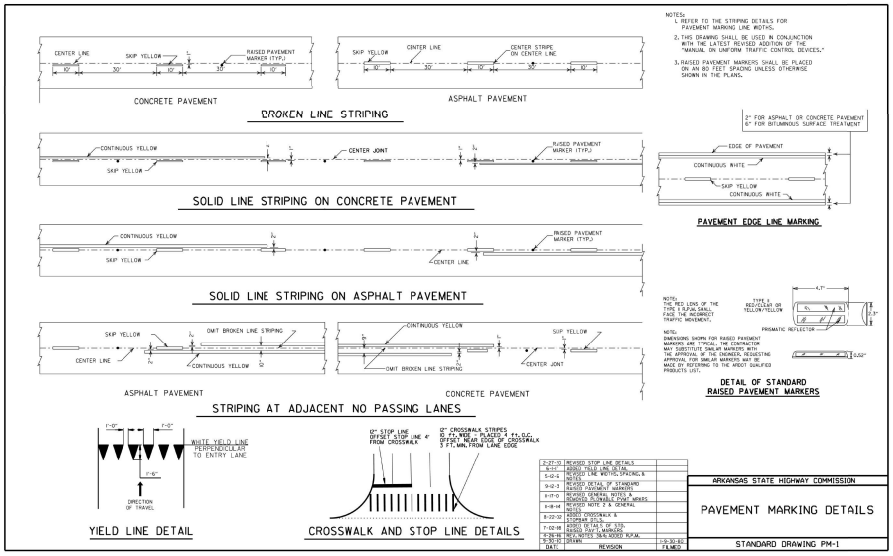
STREET PROJECT

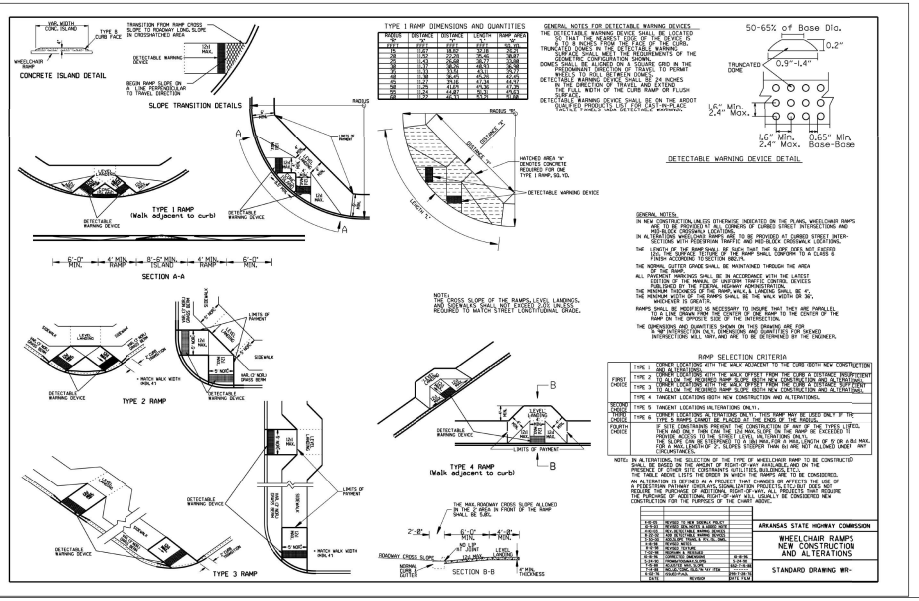
REVISION:

STANDARD CONSTRUCTION DETAILS

PROJ: 24-110

STD-04





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ISSUE DATE: 04/02/2025

FLETCHER AVE EXTENSION

TONTITOWN, AR

STREET PROJECT

REVISION:

STANDARD CONSTRUCTION DETAILS

PROJ: 24-110

STD-05

EXHIBIT B
CONDITIONS

1. Barrington Road - In lieu of the improvements Developer would otherwise either be required or requested to make to and surrounding Barrington and Fletcher Roads, both as contained in the previously-approved Plans for Development and otherwise, the previously estimated costs of which were $338,700.60, Developer's only obligations regarding improvements to exterior roads shall be to carry out its responsibilities hereunder and herein. Future or other improvements of Barrington and/or Fletcher Road shall be paid for by others and not Developer. The Developer shall cause a complete section of Fletcher Road to be constructed, beginning at the intersection at Barrington Road and extending to the western properly line of the Amalfi Subdivision in accordance with Developer's contract with its general contractor (the "Contractor"), a copy of which is attached hereto as Exhibit "1" and is incorporated by reference herein (the "Fletcher Construction Contract", and the improvements referenced in the Fletcher Construction Contract are the "Fletcher Road Improvements"), the estimated costs of which are $1,273,613.00 (the "Estimated Fletcher Costs"). The City and Developer acknowledge that the Estimated Fletcher Costs are based in substantial part on quantities and amounts provided by the City Engineer (as defined below), and a true and correct copy of that schedule is contained within Section 5.01 of the Fletcher Construction Contract (the "QTO Schedule"). Deviations from the QTO Schedule shall constitute an approved change order to the Fletcher Construction Contract, once such deviation is approved by the City Engineer (as defined below), to which the City shall pay its proportionate share (as set forth below) to the extent it or they increase the Estimated Fletcher Costs.

2. Cost-share and reimbursement obligation - The City agrees to reimburse the Developer $934,912.40 of the Estimated Fletcher Costs, plus the City's pro-rated 73.4% share of any approved change orders as referenced below, thereby and thereafter leaving the Developer's final share of the Estimated Fletcher Costs as $338,700.60 plus 26.6% of approved change orders. Regarding change orders, the City additionally agrees to reimburse Developer for its pro-rated percentage of 73.4% of: (i) QTO Schedule-related change orders; and (ii) all other change orders to the Fletcher Construction Contact as permitted by and in accordance with the Fletcher Construction Contract, and to which City agrees in writing, with the City's consent not to be unreasonably withheld, conditioned, or delayed. The City acknowledges that the "Engineer", as that term is defined in the Fletcher Construction Contract (the "City Engineer"), shall be Zak Johnston unless and until the City may change engineers. The City and the Developer have reviewed the Estimated Fletcher Costs and believe that the costs and unit quantities reflected therein are appropriate for the Fletcher Road Improvements. Notwithstanding the foregoing, the parties acknowledge that a change order could become necessary if, upon commencement of construction, conditions are discovered that were not previously known or if it becomes apparent that the quantities were not properly estimated. In such a situation, upon approval by the City Engineer, the Mayor may approve change orders to the Fletcher Construction Contract on the City's behalf, and bind the City to its reimbursement obligation of 73.4% of the costs thereof (and issue one or more checks therefore), up to an aggregate change order maximum of 10% of the Estimated Fletcher Costs. Thereafter, change order approval shall require approval of the City Council.

3. The City acknowledges that it is critical to the Developer that completion of the Fletcher Road Improvements shall not delay final plat approval of Amalfi Subdivision. Accordingly, the City shall not do anything to delay the completion of the Fletcher Road Improvements. Without limiting the generality of the foregoing, the City shall not, without Developer's prior written consent, request any change to the Fletcher Road Contract which would expand the scope of work or delay the expected completion date, and the City shall make all reimbursement payments to Developer as and when required by this Agreement, with time being of the essence. The foregoing shall not prohibit the City from consenting (by and through the City Engineer as set forth above) to change orders requested by the Contractor in and pursuant to the Fletcher Construction Contract. The City warrants and represents that it has sufficient funds allocated to fully perform its obligations herein, including without limitation making all reimbursement payments to Developer as and when required.

4. The City shall cause the City Engineer to carry out his (or its) responsibilities under Section 13.05 of the Fletcher Construction Contract within 5 business days of the City Engineer's receipt of a request for payment from the Contractor thereunder. The City Engineer's approval (whether in whole or in part) of each Contractor's application for payment on and under the Fletcher Construction Contract shall automatically constitute Developer's application and request for the City's reimbursement obligation hereof and herein. The City shall reimburse the Developer for the City's portion of the Estimated Fletcher Costs and change orders, including QTO Schedule change orders and all others which the City has approved, within 10 calendar days of when the City Engineer approves, whether in whole or in part, each of the Contractor's requests for payment from the Developer (as the Owner) on and under the Fletcher Construction Contract, as set forth in Section 13.05 of the Fletcher Construction Contract.

5. Nothing set forth above shall abrogate the Developer's responsibility for the payment of all fees, as required by City Code, for the Development, including but not limited to standard development fees as well as Transportation, Public Safety, Water, and Sewer Impact Fees as well as all such fees for the commercial lot associated with the Development in addition to Transportation Impact Fees for said commercial lot.

EXHIBIT C
QUANTIES AND TAKE OFF SCHEDULE

Triad General Contractors
14535 East Hwy 12
Rogers, AR. 72756
Aaron Thornbrugh
479-263-8027
mule.triad@gmail.com
Levi Thornbrugh
479-462-4060
levi@triadnwa.com

Fletcher Road Phase One

CUSTOMER
Amalfi Partners LLC

ESTIMATE NO
2525

DATE
6/25/2025

ADDRESS
620 East Henri De Tonti

CITY/STATE/ZIP
Springdale AR 72762

PHONE
479-879-7575

E-MAIL
justins@northrockbuilders.com

Estimator
Aaron Thornbrugh

PROJECT
Fletcher road phase one

QUANTITY	DESCRIPTION	Column1	Amount
1	Moblization		$12,500
1	Roadway Construction Control		$4,375
1	Bonds and Insurance		$41,250
1	Site Preparation and Demolition, Include Culdesac on Tuscan Sun LN and Commercial Parking AREA		$27,813
200	Unclassified Excavation		$3,750
100	Rock Excavation		$125
4475	Undercut Excavation		$83,906
2510	Subgrade Construction		$28,238
675	Embankment Construction		$10,547
1550	Topsoil Placement, 4"		$11,238
1	Trench and Excavation Safety Systems		$3,125
1	Traffic Control and Maintenance		$6,250
465	Barbed Wire Fence		$8,573
422	Chainlink Fence		$12,924
20	Wooden Privacy Fence		$688
2	Double Leaf Swing Barrer Gate, 40'		$9,875
1	Straw and Seed		$4,688
1550	Solid Sod (Bermuda)		$8,769
1	Erosion Control		$87,813
5000	Water for Dust Control		$17,188
111	18" RCP Storm Pipe		$11,267
663	24" RCP Storm Pipe		$76,494
145	30"x19" Ellipical RCP Storm Pipe Class V		$18,941
1	24" RCP FES		$1,869
2	30"x19" Ellipical RCP Storm Pipe Class V		$5,613
6	24" RCP FES		$52,313
6	4' Drop Inlet Extensions		$1,625
60	Pipe Embedment		$2,400
720	Concrete Sidewalk, 4" with 3" ABC Class 7		$72,000
1560	Concrete Trail, 4" with 3" ABC Class 7		$156,000
50	T Hammerhead Concrete Wings, 6" with 6" ABC Class 7		$5,906
5650	Aggregatee Base Course (Class 7), 8"		$121,122
4950	Asphalt Concrete Hot Mix Surface Course (ACHMSC) (PG70-22), 3"		$161,804
2386	Concrete Curb and Gutter Type A		$119,300
294	Concrete Drive, 6" with 6" ABC Class 7, ARDOT DR-1		$40,425

levi@triadnwa.com

Fletcher Road Phase One

4	ADA Ramp, Sidewalk with DWD and Wingwalls		$9,875
4	ADA Ramp, Trail with DWD		$11,225
33	Street Tree		$7,219
333	4" Solid White Pavement Markings		$520
2560	4" Solid Yellow Pavement Markings		$3,520
375	12" Solid White Pavement Markings		$1,852
3	96" White Turn Arrow Marking		$4,313
5	Stop Signs		$4,375
			$0.00

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Fletcher road improvements Construction costs Barrington to Klenc Phase one only: These estimates were compiled directly from the quantities provided to TGC by the engineer of record. TGC does not employ engineers. Nor does TGC have engineering takeoff software. Should these quantities be insufficient to complete the project, the remaining products, labor and materials necessary for completion will be obtained through change order at prices applicable at the time.

SUBTOTAL	$1,273,613.00
TAX RATE	0.00%
SALES TAX	$0.00
OTHER	
TOTAL	$1,273,613.00

ATTENTION

Justin Salter

PAYMENT TERMS

Due upon receipt

DUE DATE

Please Sign Below to Accept Quote:

Authorized Rep — Date

Aaron "Mule" Thornbrugh

Owner,

Triad General Contractors, LLC

EXHIBIT 1

CONSTRUCTION CONTRACT

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Amalfi Partners LLC, an Arkansas limited liability company (Owner) and TRIAD GENERAL CONTRACTORS LLC, an Arkansas limited liability company (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **[Fletcher Road East]** which includes [beginning at the intersection of Barrington Road and extending to the western property line of the Amalfi Subdivision], as referenced and set forth in the 27 pages of plans and other information attached hereto as Exhibit "A" and incorporated by reference herein (collectively, the "Plans"), it being agreed that the Plans are included within the Contract Documents.

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Plans and other Contract Documents but generally located **[just south of the Amalfi Subdivision]**.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

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2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. The Plans and any Drawings as listed on any Drawing Sheet Index.
3. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Work Change Directives (EJCDC C-940).
   b. Change Orders (EJCDC C-941).
   c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **CK CIVIL ENGINEERING LLC LLC**.

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. Contractor shall use commercially reasonable efforts to achieve substantial completion of the Work by **January 30, 2026, subject to extensions for weather delays and agreed-upon change orders** and completed and ready for final payment on or before **February 28, 2026.** Contractor agrees to begin mobilization or other efforts towards its responsibilities hereunder within 10 business days of this Contract being fully signed.

4.02 Delays in Contractor's Progress

A. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the reasonable control of Contractor or their subcontractors or suppliers.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the reasonable control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer as long as those comments are reasonable.

B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

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ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	LS	1	$ 12,500.00	$ 12,500.00
2	Roadway Construction Control	LS	1	$ 4,375.00	$ 4,375.00
3	Bonds and Insurance	LS	1	$ 41,250.00	$ 41,250.00
4	Site Preparation and Demolition, Include Culdesac on Tuscan Sun LN and Commercial Parking AREA	LS	1	$ 27,813.00	$ 27,813.00
5	Unclassified Excavation	CY	200	$ 18.75	$ 3,750.00
6	Rock Excavation	CY	100	$ 1.25	$ 125.00
7	Undercut Excavation	CY	4475	$ 18.75	$ 83,906.00
8	Subgrade Construction	CY	2510	$ 11.25	$ 28,238.00
9	Embankment Construction	CY	675	$ 15.63	$ 10,547.00
10	Topsoil Placement, 4"	SY	1550	$ 7.25	$ 11,238.00
11	Trench and Excavation Safety Systems	LS	1	$ 3,125.00	$ 3,125.00
12	Traffic Control and Maintenance	LS	1	$ 6,250.00	$ 6,250.00

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13	Barbed Wire Fence	LF	465	$ 18.44	$ 8,573.00
14	Chain link Fence	LF	422	$ 30.63	$ 12,924.00
15	Wooden Privacy Fence	LF	20	$ 34.40	$ 688.00
16	Double Leaf Swing Barrer Gate, 40'	EA	2	$ 4,937.50	$ 9,875.00
17	Straw and Seed	AC	1	$ 4,688.00	$ 4,688.00
18	Solid Sod (Bermuda)	SY	1550	$ 5.66	$ 8,769.00
19	Erosion Control	LS	1	$ 87,813.00	$ 87,813.00
20	Water for Dust Control	GAL	5000	$ 3.44	$ 17,188.00
21	18" RCP Storm Pipe	LF	111	$ 101.50	$ 11,267.00
22	24" RCP Storm Pipe	LF	663	$ 115.38	$ 76,494.00
23	30"x19" Ellipical RCP Storm Pipe Class V	LF	145	$ 130.63	$ 18,941.00
24	24" RCP FES	EA	1	$ 1,869.00	$ 1,869.00
25	30"x19" Ellipical RCP FES	EA	2	$ 2,806.50	$ 5,613.00
26	Cast In Place Concrete Drop Inlet, 4'x4', ARDOT TYPE MO	EA	6	$ 8,718.83	$ 52,313.00

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27	4' Drop Inlet Extensions	EA	6	$ 270.83	$ 1,625.00
28	Pipe Embedment	CY	60	$ 40.00	$ 2,400.00
29	Concrete Sidewalk, 4" with 3" ABC Class 7	SY	720	$ 100.00	$ 72,000.00
30	Concrete Trail, 4" with 3" ABC Class 7	SY	1560	$ 100.00	$ 156,000.00
31	T Hammerhead Concrete Wings, 6" with 6" ABC Class 7	SY	50	$ 118.12	$ 5,906.00
32	Aggregate Base Course (Class 7), 8"	SY	5650	$ 21.44	$ 121,122.00
33	Asphalt Concrete Hot Mix Surface Course (ACHMSC) (PG70-22), 3"	SY	4950	$ 32.69	$ 161,804.00
34	Concrete Curb and Gutter Type A	LF	2386	$ 50.00	$ 119,300.00
35	Concrete Drive, 6" with 6" ABC Class 7, ARDOT DR-1	SY	294	$ 137.50	$ 40,425.00
36	ADA Ramp, Sidewalk with DWD and Wingwalls	EA	4	$ 2,468.75	$ 9,875.00
37	ADA Ramp, Trail with DWD	EA	4	$ 2,806.25	$ 11,225.00
38	Street Tree	EA	33	$ 218.76	$ 7,219.00
39	4" Solid White Pavement Markings	LF	333	$ 1.56	$ 520.00
40	4" Solid Yellow Pavement Markings	LF	2560	$ 1.38	$ 3,520.00

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41	12" Solid White Pavement Markings	LF	375	$ 4.94	$ 1,852.00
42	96" White Turn Arrow Marking	EA	3	$ 1,437.67	$ 4,313.00
43	Stop Signs	EA	5	$ 875.00	$ 4,375.00
				Subtotal	$ 1,273,613.00

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer. Actual quantities which exceed the amounts set forth above shall constitute an automatically approved change order.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

6.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water,

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sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

6.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of some or all of the Work. Such subcontractors and suppliers must be acceptable to Owner.

6.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

6.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

6.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

6.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

6.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

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B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.10 Shop Drawings, Samples, and Other Submittals

A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.

B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.

D. Engineer will provide timely review of shop drawings and samples.

E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.

F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.

G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and

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approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

H. Shop drawings are not Contract Documents.

6.11 Warranties and Guarantees

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

6.12 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

6.13 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

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F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 8 - ENGINEER'S STATUS DURING CONSTRUCTION

8.01 Engineer's Status

A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

B. Neither Engineer's authority or responsibility under this Article 8 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.

D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents and City Standards.

E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.

F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. Unless otherwise agreed, CK

ARTICLE 9 - CHANGES IN THE WORK

9.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

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9.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters, or (d) constitute automatic change orders due to quantity increases as set forth in section 5.01 above and 10.01D below; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

ARTICLE 10 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

10.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting

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Engineer's written findings, conclusions, and recommendations, in whole or in part. Owner shall not unreasonably withhold, condition, or delay changes due to differing site conditions.

D. Contractor and Owner acknowledge that Owner's cost estimate was prepared using, and in reliance upon, estimates, quantity figures, and other data and information provided by Engineer and other third parties acting on the Owner's behalf. Changes and Change Orders resulting from inaccuracies or other errors or omissions regarding data and information provided by Engineer or others acting on Owner's behalf shall be automatically approved, shall not be disallowed or delayed by Engineer or anyone else, shall be added to the Contract Price, and promptly paid by Owner.

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

11.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

12.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective

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Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13 - PAYMENTS TO CONTRACTOR

13.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

13.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form reasonably acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

13.03 Retainage

A. The Owner shall retain **[5]** % of each progress payment until the Work is substantially complete.

13.04 Review of Applications

A. Within five (5) business days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment. Owner shall pay Contractor's draw requests within ten (10) calendar days of Engineer's recommendation for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been

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made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

13.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

13.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

13.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;

2. Consent of the surety to final payment;

3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;

4. A list of all disputes that Contractor believes are unsettled; and

5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

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C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

13.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents; provided that Owner and Engineer both acknowledge that Contractor relied on quantities, measurements, estimates, and other information provided by Engineer, which Contractor relied upon, and which shall not be held against Contractor.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become generally familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

   a. The cost, progress, and performance of the Work;

   b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

   c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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

7. 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.

8. The Contract Documents are generally sufficient to indicate and convey understanding

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of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 15 - MISCELLANEOUS

15.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

15.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

15.03 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

15.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

15.06 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on August , 2025 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
Amalfi Partners LLC,	Triad General Contractors LLC,
By:	By:
By: Justin Salter	By: Aaron Thornbrugh
Title: Vice President	Title: President

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