



118 East Broad Street

Texarkana, AR 71854

PHONE 870.216.1906 • FAX 870.216.1907

## ADDENDUM NO. 1

TO: ALL PLAN HOLDERS

RE: City of Bradley, Arkansas-Wastewater Improvements

ADDENDUM DATE: September 26, 2023

The Plans, Specifications and Contract Documents for the above referenced project are hereby modified as follows:

**Bid Proposal Addition:**

Bid Proposal added Item Number 35 and 36. See the attached Bid Proposal

**General Information Addition:**

Highway Permits, Railroad Permits, State Construction Permits, and Stormwater Construction General Permit are attached. The Contractor is solely responsible for all necessary, insurance, surveying, additional inspection, and all other requirements as set forth by the permits.

ADDENDUM NO.1 ISSUED BY:

A.L. FRANKS ENGINEERING

A handwritten signature in blue ink, appearing to read "Robin Rice", is written over a horizontal line.

Robin Rice, P.E.  
Project Manager

ARKANSAS CERTIFICATE OF AUTHORIZATION NUMBER 1681

OKLAHOMA CERTIFICATE OF AUTHORIZATION NUMBER 5503

TEXAS CERTIFICATE OF REGISTRATION NUMBER F-10338

**CITY OF BRADLEY, ARKANSAS**  
**WASTEWATER SYSTEM IMPROVEMENTS**

**BID PROPOSAL**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	7251	L.F.	Furnish & Install 8" SDR -26 PVC Sanitary Sewer Main, 0-6' deep per plans and specifications for the unit price of	\$ _____	\$ _____
			_____ Dollars and _____ Cents/L.F.		
2	5931	L.F.	Furnish & Install 8" SDR-26 PVC Sanitary Sewer Main, 6-8' deep per plans and specifications for the unit price of	\$ _____	\$ _____
			_____ Dollars and _____ Cents/L.F.		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	4030	L.F.	Furnish & Install 8" SDR-26 PVC Sanitary Sewer Main, 8-10' deep per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____
4	1095	L.F.	Furnish & Install 8" SDR-26 PVC Sanitary Sewer Main, 10-12' deep per plan and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	1555	L.F.	Furnish & Install 8" SDR-26 PVC Sanitary Sewer Main, 12-14' deep per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____
6	1525	L.F.	Furnish & Install 10" SDR-26 PVC Sanitary Sewer Main, 0-6' deep per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7	1425	L.F.	Furnish & Install 10" SDR-26 PVC Sanitary Sewer Main, 6-8' deep per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		
8	1390	L.F.	Furnish & Install 10" SDR-26 PVC Sanitary Sewer Main, 8-10' deep per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
9	1315	L.F.	Furnish & Install 10" SDR-26 PVC Sanitary Sewer Main, 10-12' deep per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		
10	625	L.F.	Furnish & Install 10" SDR-26 PVC Sanitary Sewer Main, 12-14' deep per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		



BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
11	370	L.F.	Bore & Encase on grade 8" sanitary sewer with 16" X .375" steel encasement per plans and specifications for the unit price of	\$ _____	\$ _____
			<div> <div>_____</div> <div>_____</div> <div>Dollars and Cents/L.F.</div> </div>		
12	800	L.F.	Jack & Bore 8" SDR-26 PVC Sanitary Sewer Main on grade per plans and specifications for the unit price of	\$ _____	\$ _____
			<div> <div>_____</div> <div>_____</div> <div>Dollars and Cents/L.F.</div> </div>		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
13	426	L.F.	Bore & Encase on grade 10" sanitary sewer with 16" X .375" steel encasement per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		
14	105	L.F.	Jack & Bore 10 " SDR-26 PVC Sanitary Sewer Main on grade per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		



BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
15	8500	C.Y.	Provide Gravel Pipe Foundation (3X3) material for unsuitable subgrade materials (use as directed by the Engineer) per plans and specifications for the unit price of	\$ _____	\$ _____
			_____ Dollars and _____ Cents/C.Y.		
16	97	EA	Furnish & Install Standard 4' Dia. Concrete Manholes per plans and specifications for the unit price of (to include tie-ins of all mains at that location)	\$ _____	\$ _____
			_____ Dollars and _____ Cents/EA		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
17	175	V.F.	Furnish & Install Extra Depth Manholes per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/V.F.</div></div>		
18	11	EA	Furnish & Install 4' Dia. Concrete Drop Manholes per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/EA</div></div>		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
19	1389	L.F.	Open Cut and Repair Asphalt Surface per per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/L.F.</div></div>		
20	153	EA	Reconnect Existing Short Side Service to new main per plans and specifications for the unit price of	\$ _____	\$ _____
			<div><div></div><div></div><div>Dollars and Cents/EA</div></div>		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
21	81	EA	Reconnect Existing Long Side Service to new main per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/EA	\$ _____
22	977	L.F.	Open Cut and Repair Gravel Street per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
23	120	L.F.	Remove Existing Culvert and Replace 15" HDPE Dual Wall Culvert per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____
24	128	L.F.	Open Cut and Repair 5" Reinforced Concrete Drive including sawcutting as necessary per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
25	600	L.F.	Provide, Install and Replace the existing 4" Thick Concrete Sidewalk (4' Wide) per plans and specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.F.	\$ _____
26	1	L.S.	Provide Trench Safety per Technical Specifications for the unit price of	\$ _____  _____ Dollars and _____ Cents/L.S.	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
27	1	L.S.	Provide all equipment and material for Testing Sewer Mains and Manholes per plans and specifications for the unit price of	\$ _____	\$ _____
			_____ Dollars and _____ Cents/L.S.		
28	1	L.S.	Furnish and Install All Requirements per Stormwater Pollution Prevention Plan for the unit price of	\$ _____	\$ _____
			_____ Dollars and _____ Cents/L.S.		



BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
29	1	L.S.	Perform Rehabilitation of Lift Station #1 to include: Replacement of duplex pumps, rails, internal piping, valves, control panel, alarm, main electrical service panel, transfer switch, wiring and conduit, lid with access hatch, removal of debris from wet well, including all labor, materials, equipment, and incidentals as required to install an operational lift station per plans and specifications for the unit price of  _____ _____ Dollars and Cents/L.S.	\$ _____	\$ _____
30	1	L.S.	Perform Rehabilitation of Lift Station #2 to include: Replacement of duplex pumps, rails, internal piping, valves, control panel, alarm, main electrical service panel, transfer switch, wiring and conduit, lid with access hatch, removal of debris from wet well, including all labor, materials, equipment, and incidentals as required to install an operational lift station per plans and specifications for the unit price of  _____ _____ Dollars and Cents/L.S.	\$ _____	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
31	1	L.S.	Furnish and install 20 HP floating aeration equipment including, floats, electric motor, drive package, enclosure, controls, electrical conduit and wiring, start up, and training for a complete and operational aeration system per plans and specifications for the unit price of  _____ Dollars and _____ Cents/L.S.	\$ _____	\$ _____
32	1	L.S.	Furnish and Install Duplex Control Panel including all necessary conduit, junction boxes, and wiring and necessary appurtenances for a complete and operational aeration system per plans and specifications for the unit price of  _____ Dollars and _____ Cents/L.S.	\$ _____	\$ _____

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
33	83	EA	Remove and dispose of existing manhole as necessary for construction in accordance with the plans and specifications for the unit of price	\$ _____	\$ _____
			_____ Dollars and _____ Cents/EA		
34	4	EA	Abandon existing manholes as necessary for construction in accordance with the plans and specifications for the unit price of	\$ _____	\$ _____
			_____ Dollars and _____ Cents/EA		

BID PROPOSAL CONTINUED

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
35	1	L.S.	Mobilization including preparatory work and operations, including but not limited to, movement of personnel, equipment, supplies, and incidentals to the project site for the lump sum price of  _____ _____ Dollars and Cents/L.S.	\$ _____	\$ _____
36	1	L.S.	Provide any and all necessary insurance, traffic control, inspection, surveying, and other items as required by highway and railroad permits for the lump sum of  _____ _____ Dollars and Cents/L.S.	\$ _____	\$ _____

BID PROPOSAL CONTINUED

**TOTAL OF ALL ITEMS (1-35)**

\$

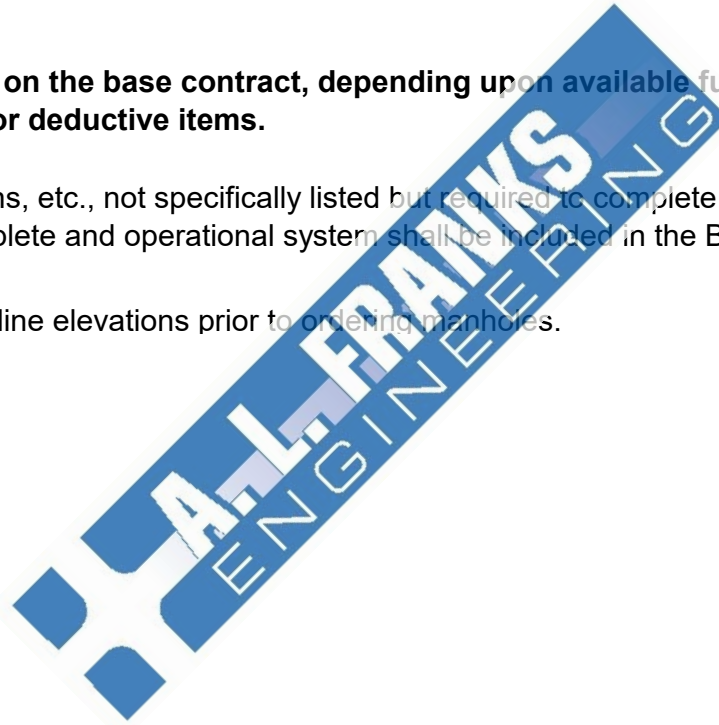
**NOTES**

**Method to Determine Lowest Bid.**

**The lowest bid shall be the lowest bid price on the base contract, depending upon available funds, without consideration of the prices on the additive or deductive items.**

Miscellaneous items, directed work, connections, etc., not specifically listed but required to complete the proposed sewer main line work, and lift station to a complete and operational system shall be included in the Bid under the most appropriate Bid Item.

- \* Contractor is to verify all pipe sizes and flow line elevations prior to ordering manholes.
- \* Contractor is to provide Railroad Insurance.





**DIVISION OF  
ENVIRONMENTAL QUALITY**

Sarah Huckabee Sanders  
GOVERNOR

Shane E. Khoury  
SECRETARY

August 23, 2023

Honorable Jason Martin, Mayor  
City of Bradley - Bradley Wastewater Treatment Facility  
410 Pullman Avenue  
Bradley, AR 71826

RE: State Construction Permit No. AR0020621C1, AFIN: 37-00029

Dear Mayor Martin:

The Office of Water Quality (OWQ) received a request on your behalf from your consultant, dated August 17, 2023, requesting an extension for the above referenced state construction permit, in accordance with Condition 7 of the permit. This is the second extension requested for the construction permit. The request states that construction has not begun because of delays in funding from USDA to obtain funding for the project, and an additional funding request from ANRC. The letter states that funding approvals have been granted, and that bids for construction will be advertised in September.

Condition 7 of the permit states: "Failure to begin construction within one (1) year of the effective date may result in termination of this permit if a request for an extension is not submitted to the Division in a timely manner." The request has been reviewed, and it has been determined that the state construction permit will not be terminated at this time, and will continue to be effective for one year from the date of this letter.

If you have any questions concerning this matter or need additional information, please contact Guy Lester, P.E., at [guy.lester@adeq.state.ar.us](mailto:guy.lester@adeq.state.ar.us), or (501) 519-0304.

Sincerely,

A handwritten signature in black ink that reads "Bryan Leamons".

Bryan Leamons, P.E.  
Senior Operations Manager, Office of Water Quality

cc: Jason Bolenbaugh, Compliance Branch Manager  
David Ramsey, ICIS Program Coordinator, Enforcement Branch

Honorable Jason Martin, Mayor: [cityofbradley@gmail.com](mailto:cityofbradley@gmail.com)  
Eddie Ludham, Superintendent: [eludlam@yahoo.com](mailto:eludlam@yahoo.com)  
Robin K. Rice, P.E., A.L. Franks Engineering: [robin@alfranksengineering.com](mailto:robin@alfranksengineering.com)



# ARKANSAS

## ENERGY & ENVIRONMENT

CERTIFIED MAIL: RETURN RECEIPT REQUESTED (9489 0090 0027 6226 5137 40)

Honorable Jason Martin, Mayor  
City of Bradley  
Bradley Wastewater Treatment Facility  
P.O. Box 729  
Bradley, AR 71826

Re: State Construction Permit Number AR0020621C1, AFIN 37-00029

Dear Mayor Martin:

Enclosed are the public notice, Statement of Basis, and a copy of the draft state construction permit that the Arkansas Department of Energy and Environment – Division of Environmental Quality has prepared in accordance with APC&EC Rule 8, *Administrative Procedures*.

In accordance with APC&EC Rule 8.207, the enclosed public notice will be or has been published by DEQ in a newspaper of general circulation of your facility for one (1) day only. An invoice for the cost of publishing the public notice and proof of publication will be sent to you by the advertising newspaper. The permittee must send proof of publication and proof of payment to the address at the bottom of this letter as soon as possible but no later than thirty (30) days from the above date. Until this Division receives proof of publication of the public notice and payment of all permit and publication fees, no further action will be taken on the issuance of your state construction permit.

Should you have any questions concerning any part of the draft state construction permit, please contact Faizan Khan at (501) 682-0570 or [faizan.khan@adeq.state.ar.us](mailto:faizan.khan@adeq.state.ar.us).

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan J. York'.

Alan J. York  
Associate Director, Office of Water Quality  
Division of Environmental Quality  
5301 Northshore Drive, North Little Rock, AR, 72118

AJY:fk

Enclosure

cc: Mayor Jason Martin, Responsible Official: [cityofbradley@gmail.com](mailto:cityofbradley@gmail.com)  
Eddie Ludlam, Cognizant Official: [eludlam@yahoo.com](mailto:eludlam@yahoo.com)  
Andy L. Franks, P.E., Consulting Engineer: [afranks@alfranksengineering.com](mailto:afranks@alfranksengineering.com)  
Robin K. Rice, P.E., Consulting Engineer: [robin@alfranksengineering.com](mailto:robin@alfranksengineering.com)

ARKANSAS DEPARTMENT OF ENERGY AND ENVIRONMENT



**PUBLIC NOTICE OF DRAFT STATE CONSTRUCTION PERMIT  
STATE CONSTRUCTION PERMIT NUMBER AR0020621C1, AFIN 37-00029**

This is to give notice that the Arkansas Department of Energy and Environment – Division of Environmental Quality (DEQ), Office of Water Quality, 5301 Northshore Drive, North Little Rock, Arkansas 72118-5317 at telephone number (501) 682-0622, proposes a draft construction permit for which an application was received on January 28, 2021, with all additional information received by February 24, 2021, in accordance with Arkansas Pollution Control and Ecology Commission (APC&EC) Rule 6.

Applicant: City of Bradley - Bradley Wastewater Treatment Facility, Corner of Highway 160 and Crabtree Lane, Bradley, AR 71826. The facility is located approximately 0.64 miles south of the intersection of Crabtree Lane and Westside Avenue toward South Westside Extension; Latitude: 33° 05' 21.2" N; Longitude: 93° 39' 35.8" W in Lafayette County, Arkansas.

The discharge from this existing facility is made into an unnamed tributary of Wheeler Creek, thence to Wheeler Creek, thence to Martin Creek (into Louisiana) in Segment 1A of the Red River Basin.

Proposed construction will include aerated stabilization pond, aquatic plant rock filter, chlorine disinfection, and post aeration with a design flow of 0.15 MGD. Modification of the NPDES discharge permit is not required.

Citizens wishing to examine or obtain copies of the permit application, the draft permitting decision, or the Statement of Basis may do so at the DEQ headquarters located at 5301 Northshore Drive, North Little Rock, AR 72118-5317. To request a copy of one or more of the documents, please call (501) 682-0622. For those with Internet access, a copy of the proposed draft permit as well as the publication date may be found on the DEQ's website at: [https://www.adeq.state.ar.us/water/permits/drafts\\_pn.aspx](https://www.adeq.state.ar.us/water/permits/drafts_pn.aspx).

Comments on the draft state construction permit will be accepted in accordance with APC&EC Rule 8.208. DEQ's contact person for submitting written comments on the draft permit, or requesting a public hearing on the draft permit, is Faizan Khan, at the above address and telephone number or by email at [Water-Draft-Permit-Comment@adeq.state.ar.us](mailto:Water-Draft-Permit-Comment@adeq.state.ar.us).

The period for submitting comments on the draft state construction permit and for requesting a public hearing shall begin on the date of publication of the public notice and end at 4:30 P.M. (Central Time) on the 30<sup>th</sup> day after the publication date. If the last day of the comment period is a Saturday, Sunday, or legal holiday, the public comment period shall expire on the next day that is not a Saturday, Sunday, or legal holiday. For information regarding the actual publication date along with the actual date and time the comment period will end, please contact Faizan Khan at the above address and telephone number or by email at [Water-Draft-Permit-Comment@adeq.state.ar.us](mailto:Water-Draft-Permit-Comment@adeq.state.ar.us). Public notice, comments, and hearings will be conducted in accordance with APC&EC Rules 6.104(A)(5) [40 CFR §§124.10 through 124.12 by reference] and 8.207 through 8.210 (Administrative Procedures). All persons, including the permittee, who wish to comment on DEQ's draft permitting decision must submit written comments to DEQ, along with their name and mailing address. A Public Hearing will be held when DEQ finds a significant degree of public interest. After the public comment period, DEQ will issue a final permitting decision. DEQ will notify the applicant, and each person who has submitted written comments or requested notice, of the final permitting decision. Any interested person who has submitted comments may appeal a final decision by DEQ in accordance with the APC&EC Rule 8.

STATE CONSTRUCTION PERMIT  
Permit Number: AR0020621C1

Permittee:

City of Bradley  
Bradley Wastewater Treatment Facility  
P.O. Box 729  
Bradley, AR 71826

Consulting Engineer:

Andy L. Franks, P.E.  
A.L. Franks Engineering, Inc.  
118 East Broad St.  
Texarkana, AR 71854

This permit allows the permittee listed above to modify the wastewater treatment system in accordance with the permit application and plans and specifications which were received on January 28, 2021, with all additional information received by February 24, 2021, under authority of the Arkansas Water and Air Pollution Control Act (Arkansas Code Annotated §8-4-101 et seq. and Arkansas Code Annotated §8-4-201 et seq.) and the following terms and conditions.

1. The treatment system shall be modified in accordance with the final plans and specifications as submitted to the Division of Environmental Quality (DEQ). In case any statement or representation in the aforementioned documents is found to be incorrect, this approval may be revoked.
2. There shall be no deviation from the permitted plans and specifications unless the revisions have been submitted for review and written approval is received.
3. Within thirty (30) days of completion of the construction the permittee shall submit a Notice of Completion of Construction to the Division (Permits Branch) of the Office of Water Quality) that the facility has been modified in accordance with the approved plans and specifications. The certification shall be signed by the Responsible Official as well as stamped and signed by a Professional Engineer (P.E.) licensed in the state of Arkansas. The Notice of Completion of Construction form is located at the following web link:

<https://www.adeg.state.ar.us/water/permits/npdes/individual/pdfs/state-construction-permit-completion-of-construction.pdf>

4. This permit is issued in reliance upon the statements and representations made in the application and the plans and specifications. Issuance of this State Construction Permit does not guarantee satisfactory performance of the treatment system. The permittee shall ensure that water quality standards are not violated. Any modifications to the treatment facility necessary to meet water quality standards are the responsibility of the permittee and would require a modification to this State Construction Permit.
5. A State Construction Permit for the modification of an existing wastewater treatment facility does not constitute an NPDES permit. Issuance of a State Construction Permit for modification of a treatment system in no way guarantees or assumes that an application for an NPDES permit to operate the system will be approved or an NPDES permit will be issued.
6. A complete "Operations and Maintenance (O&M) Manual" of the wastewater treatment system shall be updated by the facility consultant for the operator's use before the plant is in operation.
7. Failure to begin construction within one (1) year of the effective date may result in termination of this permit if a request for an extension is not submitted to the Division in a timely manner.

8. The permittee must submit notification of the start of construction within fifteen (15) days after construction has begun.
9. If a construction site will disturb greater than or equal to one (1) acre and less than five (5) acres, the permittee shall comply with the requirements in APC&EC Rule 6.203 for Stormwater discharge associated with a small construction site, as defined in APC&EC Rule 6. If the construction site will disturb five (5) acres or more, the permittee shall comply with the terms of the Stormwater Construction General Permit Number ARR150000 prior to the start of construction. BMPs must be implemented regardless of the size.
10. This facility is located as follows: Latitude: 33° 05' 21.2" N; Longitude: 93° 39' 35.8" W in Lafayette County, Arkansas, approximately 0.64 miles south of the intersection of Crabtree Lane and Westside Avenue toward South Westside Extension.
11. The receiving waters for this facility are: an unnamed tributary of Wheeler Creek, thence to Wheeler Creek, thence to Martin Creek (into Louisiana) in Segment 1A of the Red River Basin. The outfall is located at the following coordinates:

Outfall 001: Latitude: 33° 05' 21.6" N; Longitude: 93° 39' 34.4" W.

12. The construction will include the installation of one (1) 25-HP aerator in the existing pond. The existing treatment system consists of an aerated stabilization pond, aquatic plant rock filter, chlorine disinfection, and post aeration. The design flow of 0.15 MGD will remain unchanged.
13. The permitted activities may not commence until approval from the Arkansas Department of Health has been received.

Effective Date:

Alan J. York  
Associate Director, Office of Water Quality  
Arkansas Department of Energy and Environment  
Division of Environmental Quality

Issue Date

## STATEMENT OF BASIS

For draft State Construction Permit Number AR0020621C1

The issuing office is:

Division of Environmental Quality  
5301 Northshore Drive  
North Little Rock, Arkansas 72118

The applicant is:

City of Bradley  
Bradley Wastewater Treatment Facility  
P.O. Box 729  
Bradley, AR 71826

### 1. BASIS FOR PERMIT AND CONDITIONS

This permit is your authority to modify the wastewater treatment system in accordance with the permit application and plans and specifications which were received on January 28, 2021, with all additional information received by February 24, 2021. The issuance of this permit and conditions are based on the Arkansas Water and Air Pollution Control Act (Arkansas Code Annotated §8-4-101 et seq. and Arkansas Code Annotated §8-4-201 et seq.), Arkansas Pollution Control and Ecology Commission (APC&EC) Rule 6.202, NPDES Discharge permit AR0020621, and 40 CFR §122.26.

Specific permit conditions and their sources are listed as follows:

Conditions 1, 2, 3, 4, 5, 6, 7, and 8 are self-explanatory. Condition 9 is based on 40 CFR §122.26. Conditions 10, 11, and 12 are based on the submitted application and Plans and Specifications. Condition 13 is based on APC&EC Rule 6.202(A).

### 2. PUBLIC NOTICE

In accordance with APC&EC Rule 8, the public notice will be published by DEQ in a newspaper of general circulation for one (1) day only. The public comment period will begin on the date of publication and will end no sooner than thirty (30) days from that date. Comments must be received at DEQ prior to the close of the public comment period.

### 3. PERMIT FEE

In accordance with APC&EC Rule 9.402(A), the fee for issuance of a state construction permit is \$500.

### 4. SOURCES

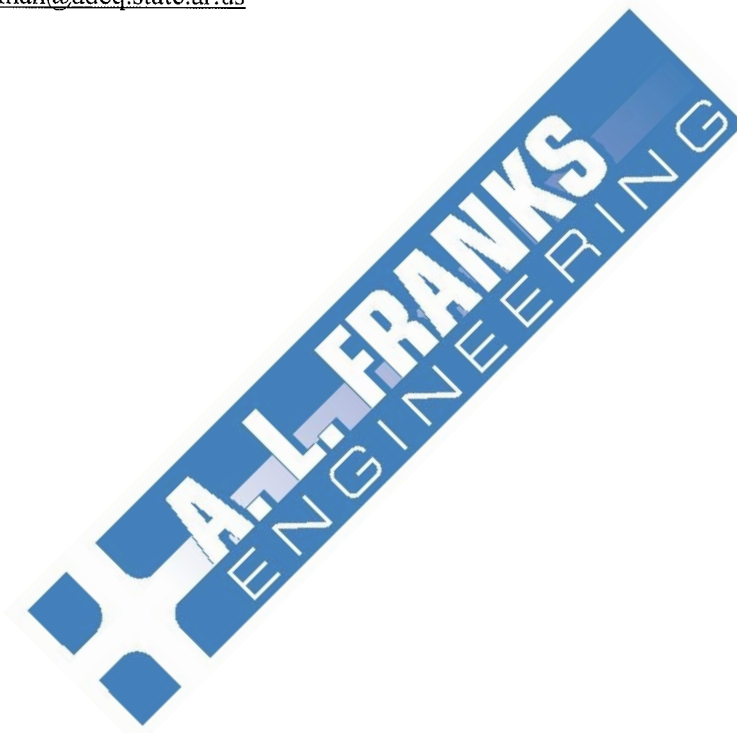
1. Application Form 1 and Plans and Specifications dated January 28, 2021, with all additional information received by February 24, 2021.
2. 2014 Edition of Recommended Standards for Wastewater Facilities (Ten States Standards).
3. APC&EC Rules 6, 8, and 9.
4. A.C.A. §8-4-217(b)(1)(C).

5. 40 CFR §122.26.
6. Arkansas Department of Health letter dated February 22, 2021.

## 5. CONTACT PERSON

The DEQ contact person for submitting written comments, requesting information, or obtaining copies of the application, permit, and the Statement of Basis is:

Faizan Khan  
NPDES Branch, Office of Water Quality  
Division of Environmental Quality  
5301 Northshore Drive  
North Little Rock, Arkansas 72118-5317  
(501) 682-0670  
Email: [faizan.khan@adeq.state.ar.us](mailto:faizan.khan@adeq.state.ar.us)







Permit Tracking Number: **ARR156900**

AFIN: **37-00954**

# ARKANSAS

## ENERGY & ENVIRONMENT

### NOTICE OF COVERAGE (NOC)

#### FOR NPDES STORMWATER CONSTRUCTION GENERAL PERMIT NUMBER ARR150000

City of Bradley, AR

Attn: Jason Martin

410 Pullman St.

Bradley, AR 71826

The Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) for coverage under the ARR150000 Stormwater Construction General Permit were received on May 11, 2021 and have been reviewed. The facility has been assigned Permit Tracking Number **ARR156900** and AFIN **37-00954**. Any permit-related correspondence must include this Permit Tracking Number and AFIN. This NOC is issued to **City of Bradley, AR** in reliance upon the statements and representations made in the submittal for the following project located in Lafayette County:

Sewer Collection sys. Replacement

410 Pullman St.

Bradley, AR 71826

This coverage is for the disturbance of 6.50 acres for the construction of **sewer collection system replacement only**. In accordance with the NOI there will be 6.50 acres disturbed out of 6.50 total acres. The Project Contact Person for this construction site is Jason Martin, 870-894-3464.

The permittee is responsible for compliance with all applicable terms and conditions of this NOC and the enclosed General Permit ARR150000. Receipt of this NOC does not relieve any permittee of the responsibility to comply with any other applicable federal, state, and local statute, ordinance, policy, or regulation which includes but is not limited to Short Term Activity Authorizations (STAA) or 404 permits.

The SWPPP will be located at City Hall - 410 Pullman St.

This authorization must be **posted** at the construction site in a prominent place per the general permit.

Expiration Date: 10/31/2021

Bryan Leamons, P.E.  
Senior Operations Manager  
Office of Water Quality, Division of Environmental Quality  
5301 Northshore Drive, North Little Rock, AR, 72118

5/24/2021

Coverage Date

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

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

**Operator of Facilities with Stormwater Discharges Associated with Construction Activity**

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

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

Effective Date: November 1, 2016

Expiration Date: October 31, 2021

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

  
5/4/16  
Issue Date



## **PART I PERMIT REQUIREMENTS**

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

**Section A:** Definitions with Included Commentary

**Section B:** Coverage Under this Permit:

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

## SECTION A: DEFINITIONS WITH INCLUDED COMMENTARY

1. "**ADEQ**" or "**Department**" is referencing the Arkansas Department of Environmental Quality. The Department is the governing authority for the National Pollutant Discharge Elimination System program in the state of Arkansas.
2. "**Arkansas Pollution Control and Ecology Commission**" shall be referred to as APCEC throughout this permit.
3. "**Automatic Coverage**" is for those sites that are defined as a small construction site.
4. "**Best Management Practices (BMPs)**" schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to Waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. According to the EPA BMP manual, the use of hay-bales in concentrated flow areas is not recommended as a best management practice.
5. "**Cognizant Official**" a duly authorized representative, as defined in Part II.B.9.B.
6. "**Commencement of Construction**" the initial disturbance of soils associated with clearing, grading, or excavating activities or other construction-related activities.
7. "**Contaminated**" means a substance the entry of which into the MS4, Waters of the State, or Waters of the United States may cause or contribute to a violation of Arkansas water quality standards.
8. "**Control Measure**" as used in this permit, refers to any Best Management Practice or other method used to prevent or reduce the discharge of pollutants to Waters of the State.
9. "**Construction Site**" an area upon which one or more land disturbing construction activities occur that in total will disturb one acre or more of land, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan such that the total disturbed area is one acre or more.
10. "**CWA**" the Clean Water Act or the Federal Water Pollution Control Act.
11. "**Dedicated Portable Asphalt Plant**" a portable asphalt plant that is located on or contiguous to a construction site that provides asphalt only to the construction site on which the plant is located or adjacent to. The term does not include facilities that are subject to the asphalt emulsion effluent guideline limitations at 40 CFR Part 443.
12. "**Dedicated Portable Concrete Plant**" a portable concrete plant that is located on or contiguous to a construction site and that provides concrete only to the construction site on which the plant is located on or adjacent to.
13. "**Detention Basin**" a detention basin is an area where excess stormwater is stored or held temporarily and then slowly drains when water levels in the receiving channel recede. In essence, the water in a detention basin is temporarily detained until additional room becomes available in the receiving channel.
14. "**Director**" the Director, Arkansas Department of Environmental Quality, or a designated representative.
15. "**Discharge**" when used without qualification means the "discharge of a pollutant".

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

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

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

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

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

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

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

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

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

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

26. "**Final Stabilization**":

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

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

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

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

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

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

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

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

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

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

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

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

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

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



regardless of the acreage that is personally disturbed.

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

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

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

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

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

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

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

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

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

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

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

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

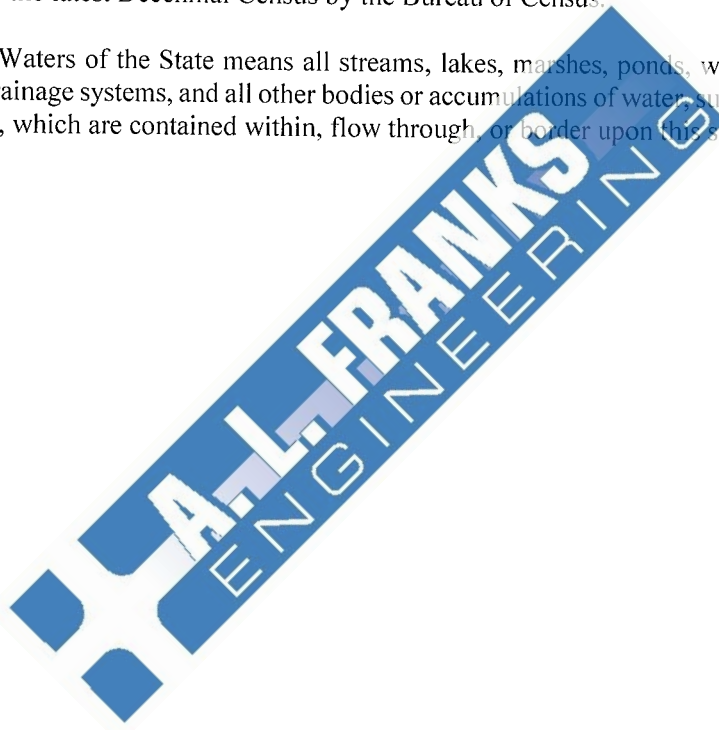
44. "**Qualified Local Program**" is a municipal program for stormwater discharges associated with construction sites that has been formally approved by the Department.
45. "**Qualified personnel**" a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact stormwater quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of stormwater discharges from the construction activity.
46. "**Regulated Small Municipal Separate Storm Sewer System**" all municipal separate storm sewer systems that are either:
- A. Located within the boundaries of an "urbanized area" with a population of 50,000 or more as determined by the latest Decennial Census by the Bureau of Census; or
  - B. Owned or operated by a municipality other than those described in paragraph A and that serve a jurisdiction with a population of at least 10,000 and a population density of at least 1,000 people per square mile; or
  - C. Owned or operated by a municipality other than those described in paragraphs A and B and that contributes substantially to the pollutant loadings of a "physically interconnected" municipal separate storm sewer system.
47. "**Retention Basin**" a basin that is designed to hold the stormwater from a rain event and allow the water to infiltrate through the bottom of the basin. A retention basin also stores stormwater, but the storage of the stormwater would be on a more permanent basis. In fact, water often remains in a retention basin indefinitely, with the exception of the volume lost to evaporation and the volume absorbed into the soils. This differs greatly from a detention basin, which typically drains after the peak of the storm flow has passed, sometimes while it is still raining.
48. "**Runoff Coefficient**" the fraction of total rainfall that will appear at the conveyance as runoff.
49. "**Sediment**" material that settles to the bottom of a liquid.
50. "**Sediment Basin**" a basin that is designed to maintain a 10 year-24 hour storm event for a minimum of 24-hours in order to allow sediment to settle out of the water.
51. "**Small Construction Site**" construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance.
52. "**Stormwater**" stormwater runoff from rainfall, snow melt runoff, and surface runoff and drainage.
53. "**Stormwater Associated with Construction Activity**" the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to construction activity.
54. "**Stormwater Pollution Prevention Plan (SWPPP or SWP3)**" a plan that includes site map(s), an identification of construction/contractor, activities that could cause pollutants in the stormwater, and a description of measures or practices to control these pollutants (BMPs).
55. "**Temporary Sediment Controls**" controls that are installed to control sediment runoff from the site. These could be silt fencing, rock check dams, etc.

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

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

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

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





## SECTION B: COVERAGE UNDER THIS PERMIT

### Introduction

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

1. **Permitted Area.** If a large or small construction activity is located within the State of Arkansas, the operator may be eligible to obtain coverage under this permit.
2. **Eligibility.** Permit eligibility is limited to discharges from "large" and "small" construction activity, or as otherwise designated by ADEQ. This general permit contains eligibility restrictions, as well as permit conditions and requirements. Operators may have to take certain actions to be eligible for coverage under this permit. In such cases, operators shall continue to satisfy those eligibility provisions to maintain permit authorization. If operators do not meet the requirements that are a pre-condition to eligibility, then resulting discharges constitute unpermitted discharges. By contrast, if operators are eligible for coverage under this permit and do not comply with the requirements of the general permit, they may be in violation of the general permit for otherwise eligible discharges.
  - A. This general permit authorizes discharges from construction activities as defined in 40 CFR 122.26(a), 40 CFR 122.26(b)(14)(x), 40 CFR 122.26(b)(15)(i) and 40 CFR Part 450.
  - B. This permit also authorizes stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, materials storage areas, excavated material disposal areas, borrow areas) provided:
    - 1) The support activity is directly related to a specific construction site that is required to have NPDES permit coverage for discharges of stormwater associated with the construction activity;
    - 2) The support activity is not a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the construction activity at the last construction project it supports;
    - 3) Pollutant discharges from support activity areas are minimized in compliance with conditions of this permit; and
    - 4) Discharges from the support activity areas shall be identified in a Stormwater Pollution Prevention Plan (SWPPP) stating appropriate controls and measures for the area.
  - C. Other activities may be considered for this permit at the discretion of the Director as defined in 40 CFR 122.26(b)(15)(ii).
3. **Responsibilities of the Operator.** Permittees with operational control are responsible for compliance with all applicable

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

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

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

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

[Water-permit-application@adeq.state.ar.us](mailto:Water-permit-application@adeq.state.ar.us) ;

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

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

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

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

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

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

6. **Requirements for Coverage.**

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

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

<https://www.adeg.state.ar.us/water/permits/npdes/stormwater/>

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

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

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

<https://www.adeg.state.ar.us/water/permits/npdes/stormwater/>

## 7. Notice of Intent (NOI) Requirements.

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

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

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

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

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

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

**8. Posting Notice of Coverage (NOC).**

A. Automatic Coverage Sites. The NOC for small sites, as defined in Part 1.A.51, can be obtained from the Water Division's Stormwater webpage at:

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

The NOC must be posted at the site prior to commencing construction. In addition, a copy of the SWPPP must be available at the construction site in accordance with Part 11.A.2.B and D prior to commencing construction.

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

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

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

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

**10. Allowable Non-Stormwater Discharges.**

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

- 1) Fire fighting activities;
- 2) Fire hydrant flushings;



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

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

- A. Post Construction Discharge. Stormwater discharges associated with construction activities that originate from the site after construction activities have been completed, the site has undergone final stabilization, and the permit has been terminated.
- B. Discharges Mixed with Non-Stormwater. Stormwater discharges that are mixed with sources of non-stormwater other than those identified in Part I.B.10.
- C. Discharges Covered by another Permit. Stormwater discharges associated with construction activity that are covered under an individual or an alternative general permit may be authorized by this permit after an existing permit expires, provided the expired permit did not establish numeric effluent limitations for such discharges.
- D. Discharges into Receiving Waters with an Approved TMDL. Discharges from a site into receiving waters for which there is an established total maximum daily load (TMDL) allocation (<https://www.adeg.state.ar.us/water/planning/integrated/tmdl/>) are not eligible for coverage under this permit unless the permittee develops and certifies a stormwater pollution prevention plan (SWPPP) that is consistent with the assumptions and requirements in the approved TMDL. To be eligible for coverage under this general permit, operators shall incorporate into their SWPPP any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. If a specific numeric allocation has been established that would apply to the project's discharges, the operator shall incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation. If a numeric limit has been assigned to the facility, quarterly monitoring shall be submitted to the Department demonstrating compliance with the assigned Waste Load Allocation established in the TMDL. Please note that the Department will be reviewing this information. If it is determined that the project will discharge into a receiving stream with a TMDL, then the Department may require additional BMPs.
- E. Discharges into Impaired Receiving Waters (303(d) List). If stormwater discharges from a site enter a receiving water listed as impaired under Section 303(d) of the Clean Water Act (<https://www.adeg.state.ar.us/water/planning/integrated/>), the permittee shall incorporate into the SWPPP any additional BMPs needed to sufficiently protect water quality. Please note that the Department will be reviewing this information. If it is determined that the project will discharge to an impaired water body, then the Department may require additional BMPs.
- F. Discharges into an Extraordinary Resource Water (ERW), Natural and Scenic Waterway (NSW), or Ecologically Sensitive Waterbody (ESW). Discharges from a construction site located within the watershed of any water body or

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

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

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

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

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

- A. Erosion and Sediment Controls. Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls shall be designed, installed and maintained to:
- 1) Control stormwater volume and velocity to minimize soil erosion in order to minimize pollutant discharges;
  - 2) Control stormwater discharges, including both peak flowrates and total stormwater volume, to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points;
  - 3) Minimize the amount of soil exposed during construction activity;
  - 4) Minimize the disturbance of steep slopes;
  - 5) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls shall address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
  - 6) Provide and maintain natural buffers around Waters of the State, direct stormwater to vegetated areas and maximize stormwater infiltration to reduce pollutant discharges, unless infeasible;
  - 7) Minimize soil compaction. Minimizing soil compaction is not required where the intended function of a specific area of the site dictates that it be compacted; and
  - 8) Unless infeasible, preserve topsoil. Preserving topsoil is not required where the intended function of a specific area of the site dictates that the topsoil be disturbed or removed.
- B. Soil Stabilization. Stabilization of disturbed areas must, at a minimum, be initiated immediately (unless weather conditions do not allow immediate initiation) whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permitting authority. Stabilization must be completed within a period of time determined by the

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

- C. Dewatering. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. There shall be no turbid discharges to Waters of the State resulting from dewatering activities. If trench or ground waters contain sediment, it shall pass through a sediment settling pond or other equally effective sediment control device, prior to being discharged from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag, or comparable practice. Ground water dewatering which does not contain sediment or other pollutants is not required to be treated prior to discharge. However, care shall be taken when discharging ground water to ensure that it does not become pollutant-laden by traversing over disturbed soils or other pollutant sources.
- D. Pollution Prevention Measures. Design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures shall be designed, installed, implemented and maintained to:
- 1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters shall be treated in a sediment basin or BMP control that provides equivalent or better treatment prior to discharge;
  - 2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk of stormwater contamination (such as final products and materials intended for outdoor use); and
  - 3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- E. Prohibited discharges. The following discharges are prohibited:
- 1) Wastewater from washout of concrete, unless managed by an appropriate control;
  - 2) Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
  - 3) Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
  - 4) Soaps or solvents used in vehicle and equipment washing.
- F. Surface Outlets. When discharging from basins and impoundments, utilize outlet structures that withdraw water from the surface, unless infeasible.

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

- A. For construction projects where clearing and grading activities will occur, the SWPPP shall provide at least twenty-five (25) feet of natural buffer zone, as measured horizontally from the top of the bank to the disturbed area, from any Waters of the State.
- B. The Department may also require up to fifty (50) feet of natural buffer zone, as measured from the top of the bank to the disturbed area, from established TMDL water bodies, streams listed on the 303(d) list, an Extraordinary Resource

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

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

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

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

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

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

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

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

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

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

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

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

The following exceptions to this requirement can apply:

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



basins, large sediment traps, check dams, etc.

- 3) If lots are sold and then re-sold to a third party, permit coverage should be obtained by each of the operators while they have ownership of the lots. The second owner is responsible for obtaining the same certification from the third owner, i.e. the certification shall pass from owner to owner.
- C. The operator shall not terminate permit coverage until the operators of all of the individual lots within the larger common plan are notified of their permitting requirements under this general permit. In this case, the signed certification statements from each operator of individual lots shall be maintained in the stormwater pollution prevention plan for the large common plan. A copy of the signed certifications shall be submitted to ADEQ with the NOT. The certification shall be as follows:

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

Signature \_\_\_\_\_

- D. The following examples are provided as clarification:

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

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

18. **Change in Operator.** For stormwater discharges from large construction sites where the operator changes, including instances where an operator is added after the initial NOI has been submitted, the new operator shall ensure that a permit transfer form is received by the Department at least two (2) weeks prior to the operator beginning work at the site.
19. **Late Notifications.** A discharger is not precluded from submitting an NOI in accordance with the requirements of this part after the dates provided in Part I.B.7 of this permit. In such instances, the Director may bring an enforcement action for failure to submit an NOI in a timely manner or for any unauthorized discharges of stormwater associated with construction activity that have occurred on or after the dates specified in this permit.
20. **Failure to Notify.** The operator of a construction site who fails to notify the Director of their intent to be covered under this permit, and who potentially discharges pollutants (sediment, debris, etc.) to Waters of the State without an NPDES permit, is in violation of the Arkansas Water and Air Pollution Control Act.
21. **Maintenance.** Determination of the acreage of disturbance does not typically include disturbance for routine maintenance activities on existing roads where the line and grade of the road is not being altered, nor does it include the paving of existing roads. Maintenance activities (returning to original conditions) are not regulated under this permit unless one or more acres of underlying or surrounding soil are cleared, graded, or excavated as part of the operation.
22. **Releases in Excess of Reportable Quantities.**
- A. The discharge of hazardous substances or oil in the stormwater discharge(s) from a facility shall be prevented or minimized in accordance with the applicable stormwater pollution prevention plan for the facility. This permit does not relieve the operator of the reporting requirements of 40 CFR Parts 110, 117 and 302. Where a release containing a hazardous substance or oil in an amount equal to or in excess of a reporting quantity established under either 40 CFR 110, 40 CFR 117, or 40 CFR 302, occurs during a 24-hour period, the following action shall be taken:
- 1) Any person in charge of the facility is required to notify the National Response Center (NRC) (800-424-8802) in accordance with the requirements of 40 CFR 110, 40 CFR 117, or 40 CFR 302 as soon as he/she has knowledge of the discharge;
  - 2) The operator shall submit within five (5) calendar days of knowledge of the release a written description of the release (including the type and estimate of the amount of material released), the date that such release occurred, and the circumstances leading to the release, and steps to be taken in accordance with Part II.B.13 of this permit to the ADEQ.
  - 3) The Stormwater Pollution Prevention Plan (SWPPP) described in Part II.A of this permit shall be modified within fourteen (14) calendar days of knowledge of the release to:
    - a. Provide a description of the release and the circumstances leading to the release; and
    - b. The date of the release;
  - 4) Additionally, the SWPPP shall be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan shall be modified where appropriate.
- B. **Spills.** This permit does not authorize the discharge of hazardous substances or oil resulting from an on-site spill.

**23. Attainment of Water Quality Standards.**

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

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

- A. Develop a supplemental BMP action plan describing SWPPP modifications to address adequately the identified water quality concerns and submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or
- B. Cease discharges of pollutants from construction activity and submit an individual permit application.

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

**24. Requiring an Individual Permit**

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

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

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

## **PART II STANDARD CONDITIONS**

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

**Section A:** Stormwater Pollution Prevention Plans (SWPPP):

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

**Section B:** Standard Permit Conditions:

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



## SECTION A: STORMWATER POLLUTION PREVENTION PLANS (SWPPP)

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

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

### 1. Deadlines for Plan Preparation and Compliance.

#### A. Automatic Coverage Sites.

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

#### B. Large Construction Sites.

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

#### C. Existing Permittees.

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

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

- A. The SWPPP and inspection reports shall be signed by the operator (or cognizant official) in accordance with Part II.B.9 and be retained at the construction site during normal business hours (8:00 A.M. – 5:00 P.M.).
- B. The operator shall make SWPPP and inspection reports available, upon request, to the Director, the EPA, or a State or local agency reviewing sediment and erosion plans, grading plans, or stormwater management plans, or, in the case of a stormwater discharge associated with construction activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system.
- C. The Director, or authorized representative, may notify the operator at any time that the plan does not meet one or more of the minimum requirements of this Part. Within seven (7) business days of such notification from the Director (or as otherwise provided by the Director) or authorized representative, the operator shall make the required changes to the

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

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

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

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

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

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

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

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

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

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

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

E. Attainment of Water Quality Standards After Authorization.

- 1) The permittee shall select, install, implement, and maintain BMPs at the construction site that minimize pollutants in the discharge as necessary to meet applicable water quality standards. In general, except in situations explained below, the SWPPP shall be developed, implemented, and updated to be considered as stringent as necessary to ensure that the discharges do not cause or contribute to an excursion above any applicable water quality standard.
- 2) At any time after authorization, the Department may determine that the stormwater discharges may cause, have reasonable potential to cause, or contribute to an excursion above any applicable water quality standard. If such a determination is made, the Department will require the permittee to:
  - a. Develop a supplemental BMP action plan describing SWPPP modifications to adequately address the identified water quality concerns and submit valid and verifiable data and information that are representative of ambient conditions and indicate that the receiving water is attaining water quality standards; or
  - b. Cease discharges of pollutants from construction activity and submit an individual permit application.
- 3) All written responses required under this part shall include a signed certification (Part II.B.9)

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

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

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



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

- 1) Initial Site Stabilization, Erosion, and Sediment Controls and Best Management Practices. Design, install, implement and maintain effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum the following controls and Best Management Practices (BMPs) shall be designed, installed, implemented and maintained. Therefore, the SWPPP shall address, at a minimum, the following:
  - a. For larger common plans, only streets, drainage, utility areas, areas needed for initial construction of streets (e.g., borrow pits, parking areas, etc.) and areas needed for stormwater structures may be disturbed initially. Upon stabilization of the initial areas, additional areas may be disturbed.
  - b. The construction-phase erosion (such as site stabilization) and sediment controls (such as check dams) should be designed to retain sediment on-site to the extent practicable.
  - c. All control measures shall be properly selected, installed, and maintained in accordance with the manufacturer's specifications, good engineering, and construction practices. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the permittee shall replace or modify the control for site situations.
  - d. If sediment escapes the construction site, off-site accumulations of sediment shall be removed at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment in a street could be washed into storm sewers by the next rain or pose a safety hazard to users of public streets). This permit does not give the authority to trespass onto other property; therefore this condition should be carried out along with the permission of neighboring land owners to remove sediment.
  - e. Sediment shall be removed from sediment traps (if used, please specify what type) or sedimentation ponds when design capacity has been reduced by 50%.
  - f. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges (e.g., screening outfalls picked up daily).
  - g. Off-site material storage areas (also including overburden and stockpiles of dirt, borrow areas, etc.) used solely by the permitted project are considered a part of the project and shall be addressed in the SWPPP.
- 2) Stabilization practices. The SWPPP shall include, at a minimum, the following information:
  - a. Description and Schedule: A description of initial, interim, and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where available and that disturbed areas are stabilized. Stabilization practices may include: mulching, temporary seeding, permanent seeding, geotextiles, sod stabilization, natural buffer strips, protection of trees, and preservation of mature vegetation and other appropriate measures.
  - b. Description of natural buffer areas: The Department requires that a natural buffer zone be established between the top of stream bank and the disturbed area. The SWPPP shall contain a description of how the site will maintain natural buffer zones. For construction projects where clearing and grading activities will occur, SWPPP shall provide at least twenty-five (25) feet of natural buffer zone from any named or unnamed streams, creeks, rivers, lakes or other water bodies. The plan shall also provide at least fifty (50) feet of natural buffer zone from established TMDL water bodies, streams listed on the 303(d) list, an Extraordinary Resource Water (ERW), Ecologically Sensitive Waterbody (ESW), Natural and Scenic Waterway (NSW), or other uses at the discretion of the Director. If the site will be disturbed within the recommended buffer zone, then the buffer zone area shall be stabilized as soon as possible. Exceptions from this requirement for areas such as water crossings, limited water access, and restoration of the buffer are allowed if the permittee fully documents in the SWPPP the circumstances and reasons for the buffer zone encroachment. Additionally, this requirement is not intended to interfere with any other ordinance, rule or regulation, statute or other provision of law. Please note that above-grade clearing that does not disturb the soil in the buffer zone area does not have to comply with buffer zone requirements.
  - c. Records of Stabilization: A record of the dates when grading activities occur, when construction activities

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

- d. **Deadlines for Stabilization After Construction Activity Temporarily Ceases:** Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased, but in no case more than fourteen (14) days after the construction activity in that portion of the site has temporarily ceased, except:
- (1) Where the initiation of stabilization measures by the fourteenth (14<sup>th</sup>) day after construction activity temporarily ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
  - (2) In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures shall be employed as specified by the permitting authority.
- e. **Deadline for Stabilization After Construction Activity Permanently Ceases:** Stabilization measures shall be initiated immediately in portions of the site where construction activities have permanently ceased, except:
- (1) Where the initiation of stabilization measures immediately after construction activity permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
  - (2) In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures shall be employed as specified by the permitting authority.
- 3) **Structural Practices.** A description of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site to the degree attainable. Structural practices should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the Clean Water Act. Such practices may include but are not limited to:
- silt fences (installed and maintained)
  - earthen dikes to prevent run-on
  - drainage swales to prevent run-on
  - check dams
  - subsurface drains
  - pipe slope drains
  - storm drain inlet protection
  - rock outlet protection
  - sediment traps
  - reinforced soil retaining systems
  - gabions
  - temporary or permanent sediment basins.

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

a. **Sediment Basins:**

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

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

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

b. Velocity Dissipation Devices:

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

H. Other Controls.

- 1) No solid materials, including building materials, shall be discharged to Waters of the State or offsite.
  - 2) Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of a stabilized construction entrance and exit or vehicle tire washing.
  - 3) For lots that are less than one (1) acre in size an alternative method may be used in addition to a stabilized construction entrance. An example of an alternative method could be daily street sweeping. This could allow for the shortening of the construction entrance.
  - 4) The plan shall ensure and demonstrate compliance with applicable State or local waste disposal, temporary and permanent sanitary sewer or septic system regulations.
  - 5) No liquid concrete waste shall be discharged to Waters of the State. Appropriate controls to prevent the discharge of concrete washout waters shall be implemented if concrete washout will occur on-site.
  - 6) No contaminants from fuel storage areas, hazardous waste storage and truck wash areas shall be discharged to waters of the State or offsite. Methods for protecting these areas shall be identified and implemented. These areas should not be located near a water body, if there is a water body on or near the project.
- I. Non-stormwater discharges. Sources of non-stormwater listed in Part I.B.10 of this permit that are combined with stormwater discharges associated with construction activity shall be identified in the plan. This list should be site specific non-stormwater discharges.
- J. Post-Construction Stormwater Management. The operator is required to provide a description of measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 (Corps of Engineers) of the Clean Water Act. This permit only addresses the installation of stormwater management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization.



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

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

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

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

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

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

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

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

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

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

- 3) Inspection Records. The report shall be retained as part of the SWPPP for at least three (3) years from the date the site is finally stabilized. The report shall be signed and have a certification statement in accordance with the requirements of this permit.
  - 4) Winter Conditions. Inspections will not be required at construction sites where snow cover exists over the entire site for an extended period, and melting conditions do not exist. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site and this inspection waiver would not apply. Regular inspections, as required by this permit, are required at all other times as specified in this permit. If winter conditions prevent compliance with the permit, documentation of the beginning and ending date of winter conditions should be included in the SWPPP.
  - 5) Adverse Weather Conditions. Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as is safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather conditions should be included in the SWPPP.
- M. Maintenance. A description of procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition shall be outlined in the plan. Any repairs that are needed based on an inspection shall be completed, when practicable, before the next storm event, but not to exceed a period of three (3) business days of discovery, or as otherwise directed by state or local officials. However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form. Maintenance for manufactured controls shall be done at a minimum of the manufacturer's specifications. Maintenance for non-manufactured controls, i.e. check dams and sediment traps, shall be done upon 50% capacity.
- N. Employee Training. The permittee/operator is responsible for training personnel who are responsible for implementing activities identified in the SWPPP on the components and goals of the SWPPP and the requirements of the general permit. This includes contractors and subcontractors. Training should be given by a knowledgeable and qualified trainer. The SWPPP shall identify periodic dates for such training and records of training shall be maintained with the SWPPP. Training records that are maintained electronically (i.e. database, etc.) do not need to be maintained with the SWPPP, but shall be accessible upon request. Formal training classes given by Universities or other third-party organizations are not required but recommended for qualified trainers; the permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.
5. Plan Certification. The SWPPP Certification shall be signed by either the operator or the cognizant official identified on the Notice of Intent. All documents required by the permit and other information requested by the Director shall be signed by operator or by a duly authorized representative of the operator (Please see Part II.B.10 below for certification).

## SECTION B: STANDARD PERMIT CONDITIONS

### 1. **Retention of Records.**

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

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

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

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

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

- A. The effective date of the re-issuance or replacement of this permit and a timely submittal of a renewal NOI by the operator; or
- B. The operator's submittal of a Notice of Termination (NOT); or
- C. Issuance of an individual permit for the project's discharges (see Part I.B.24); or
- D. A formal permit decision by the ADEQ to not re-issue this general permit, at which time operators must seek coverage under an alternative permit (see Part I.B.24).

Small site operators are responsible for ensuring that the site is in compliance with any changes or updates of this general permit by reviewing the ADEQ website at:

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

5. **Need to Halt or Reduce Activity Not a Defense.** It shall not be a defense for an operator in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
6. **Duty to Mitigate.** The operator shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has reasonable likelihood of adversely affecting human health or the environment.
7. **Duty to Provide Information.** The operator shall furnish to the Director, an authorized representative of the Director, the EPA, a State or local agency reviewing sediment and erosion plans, grading plans, or stormwater management plans, or in the case of a stormwater discharge associated with industrial activity which discharges through a Municipal Separate Storm Sewer System (MS4) with an NPDES permit, to the municipal operator of the system, within a reasonable time, any information which is requested to determine compliance with this permit.
8. **Other Information.** When the operator becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Director, he or she shall promptly submit such facts or information.
9. **Signatory Requirements.** All Notices of Intent (NOIs), reports, or information submitted to the Director shall be signed and certified by the operator.

A. All Notices of Intent shall be signed as follows:

- 1) **For a corporation:** by a responsible corporate officer. For purposes of this section, a responsible corporate officer means:
  - a. A president, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
  - b. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to ensure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- 2) **For a partnership or sole proprietorship:** by a general partner or the proprietor, respectively;
- 3) **For a municipality, State, Federal or other public agency:** By either a principal executive or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes:
  - a. The chief executive officer of the agency; or
  - b. A senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

B. All reports required by the permit and other information requested by the Director shall be signed by a person described above or by a **duly authorized** representative of that person. A person is a duly authorized representative only if:

- 1) The authorization is made in writing by a person described above and submitted to the Director;
- 2) The authorization specifies either an individual or a person having responsibility for the overall operation of the



regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, or position of equivalent responsibility, or position of equivalent responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and

- 3) Changes to authorization. If an authorization under this Part is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the above requirements shall be submitted to the Director prior to or together with any reports, information, or applications to be signed by an authorized representative.

**10. Certification.** Any person signing a document under this section shall make the following certification:

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

Note: For this permit only, "this document" refers to the Stormwater Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

11. **Penalties for Falsification of Reports**. The Arkansas Water and Air Pollution Control Act provides that any person who knowingly makes any false statement, representation, or certification in any application, record, report, plan or other document filed or required to be maintained under this permit shall be subject to civil penalties specified in Part II.B.3 of this permit and/or criminal penalties under the authority of the Arkansas Water and Air Pollution Control Act (Ark. Code Ann. 8-4-101 et seq.).
12. **Penalties for Tampering**. The Arkansas Water and Air Pollution Control act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the Act shall be guilty of a misdemeanor and upon conviction thereof shall be subject to imprisonment for not more than one (1) year or a fine of not more than twenty five thousand dollars (\$25,000) or by both such fine and imprisonment.
13. **Oil and Hazardous Substance Liability**. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the operator from any responsibilities, liabilities, or penalties to which the operator is or may be subject under Section 311 of the Clean Water Act or Section 106 of CERCLA.
14. **Property Rights**. The issuance of this permit does not convey any property rights of any sort or any exclusive privileges, nor does it authorize any injury to private property, any invasion of personal rights, or any infringement of Federal, State, or local laws or regulations.
15. **Severability**. The provisions of this permit are severable. If any provisions of this permit or the application of any provision of this permit to any circumstance is held invalid, the application of such provisions to other circumstances and the remainder of this permit shall not be affected thereby.
16. **Transfers**. This permit is not transferable to any person except after notice to the Director. A transfer form shall be submitted to the ADEQ as required by this permit.
17. **Proper Operation and Maintenance**. The operator shall at all times:
  - A. Properly operate and maintain all systems of treatment and control (and related appurtenances) which are installed or used by the operator to achieve compliance with the conditions of this permit. This provision requires the operation of

backup or auxiliary facilities or similar systems which are installed by an operator only when the operation is necessary to achieve compliance with the conditions of the permit.

- B. Provide an adequate operating staff which is duly qualified to carry out operation, inspection, maintenance, and testing functions required to ensure compliance with the conditions of this permit.

**18. Inspection and Entry.** The operator shall allow the Director, the EPA, or an authorized representative, or, in the case of a construction site which discharges to a municipal separate storm sewer, an authorized representative of the municipal operator of the separate sewer system receiving the discharge, upon the presentation of credentials and other documents as may be required by law, to:

- A. Enter upon the operator's premises where a regulated facility or activity is located or conducted, or where records shall be kept under the conditions of this permit;
- B. Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this permit;
- C. Inspect at reasonable times any facilities or equipment, including monitoring and control equipment and practices or operations regulated or required by the permit;
- D. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the CWA, any substances or parameters at any location on the permitted property.

**19. Permit Actions.** This permit may be modified, revoked and reissued, or terminated for any cause including, but not limited to, the following;

- A. Violation of any terms or conditions of this permit;
- B. Obtaining this permit by misrepresentation or failure to fully disclose all relevant facts;
- C. A change in any conditions that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by permit modification or termination; or
- E. Failure of the operator to comply with the provisions of ADEQ Regulation No. 9 (Fee Regulation). Failure to promptly remit all required fees shall be grounds for the Director to initiate action to terminate this permit under the provisions of 40 CFR 122.64 and 124.5(d), as adopted by reference in ADEQ Regulation No. 6, and the provisions of ADEQ Regulation No. 8.

**20. Re-Opener Clause.**

- A. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with industrial activity covered by this permit, the operator of such discharge may be required to obtain an individual permit or an alternative general permit in accordance with Part I.B.23 of this permit, or the permit may be modified to include different limitations and/or requirements.
- B. Permit modification or revocation will be conducted in accordance with the provisions of 40 CFR 122.62, 122.63, 122.64 and 124.5, as adopted by reference in ADEQ Regulation No. 6.

**21. Local Requirements.** All dischargers shall comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies regarding any discharges of stormwater to storm drain systems or other water sources under their jurisdiction, including applicable requirements in municipal stormwater management programs developed to comply with the ADEQ permits. Dischargers shall comply with local stormwater management requirements, policies, or guidelines including erosion and sediment control.

**22. Applicable Federal, State Requirements.** Permittees are responsible for compliance with all applicable terms and conditions of this permit. Receipt of this permit does not relieve any operator of the responsibility to comply with any other applicable federal, state or local statute, ordinance policy, or regulation.



September 15, 2022  
Folder: 03256-98

CITY OF BRADLEY  
P.O. BOX 729  
BRADLEY AR 71826

Re: Proposed One Underground 10 Inch Encased Sewer Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 408.35 on the Shreveport Subdivision at or near Bradley, Lafayette County, Arkansas.

Sir/Madam:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Five Thousand Dollars (\$5,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03256-98 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at [jasorian@up.com](mailto:jasorian@up.com).

Sincerely,

Justin Soriano  
Analyst Finance

## PIPELINE CROSSING AGREEMENT

Mile Post: 408.35, Shreveport Subdivision  
Location: Bradley, Lafayette County, Arkansas

**THIS AGREEMENT ("Agreement")** is made and entered into as of September 5, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BRADLEY**, to be addressed at P.O. Box 729, Bradley, Arkansas 71826 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article 1.      LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 10 inch encased sewer pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Bradley, Lafayette County, State of Arkansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 06, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 8 inch encased sewer pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

### **Article 2.      LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Five Thousand Dollars (\$5,000.00)**.

### **Article 3.      TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.



**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Folder No. 03256-98)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF BRADLEY  
P.O. Box 729  
Bradley, Arkansas 71826

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**  
**Email: RP.Utility@railpros.com**  
**Phone (682)223-5271**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

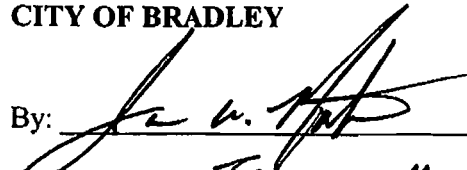
By: \_\_\_\_\_



Justin Soriano  
*Analyst Finance*

CITY OF BRADLEY

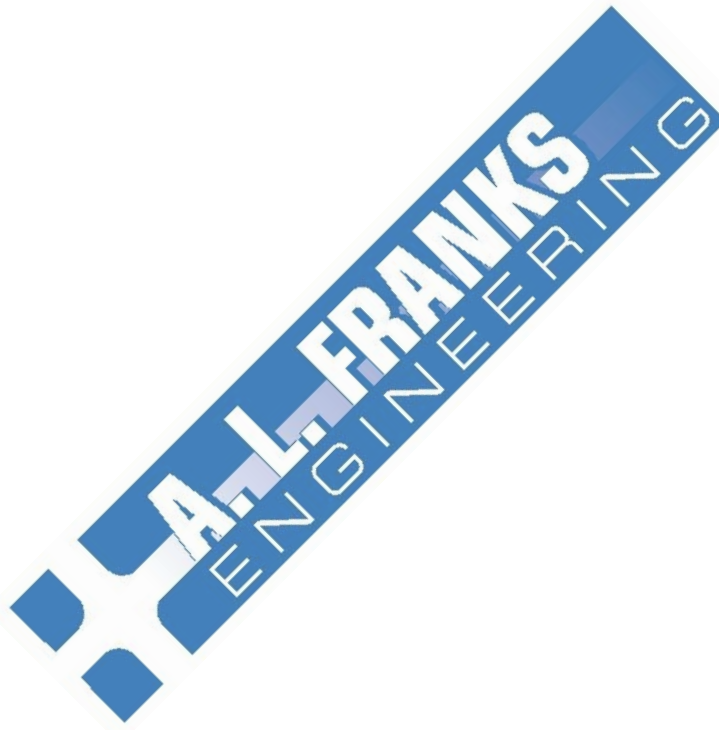
By: \_\_\_\_\_



Name Printed: JASON W. MARTIN

Title: \_\_\_\_\_

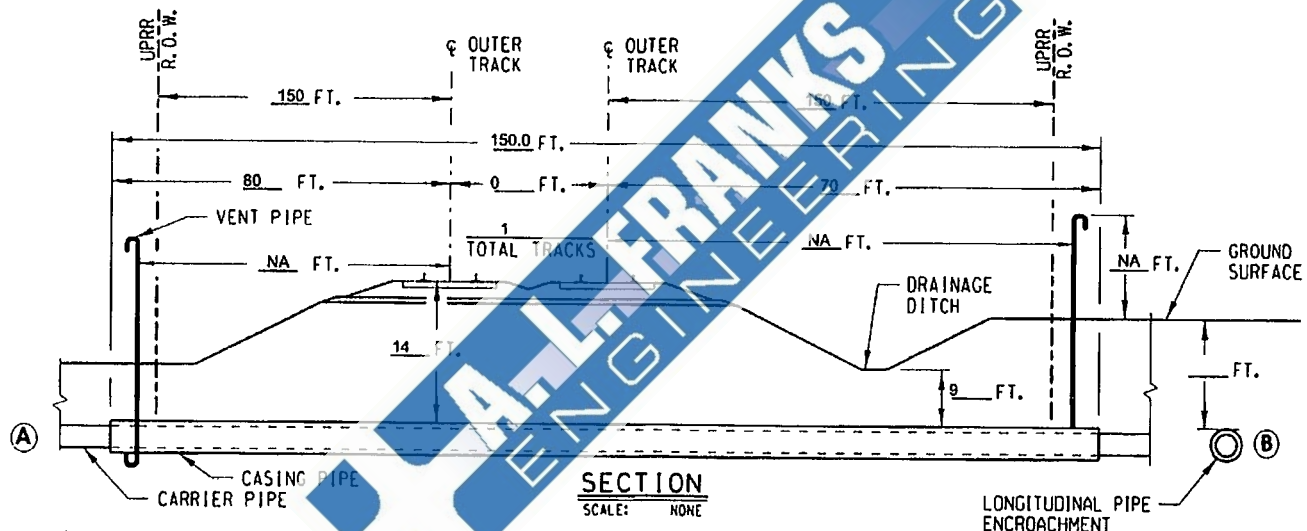
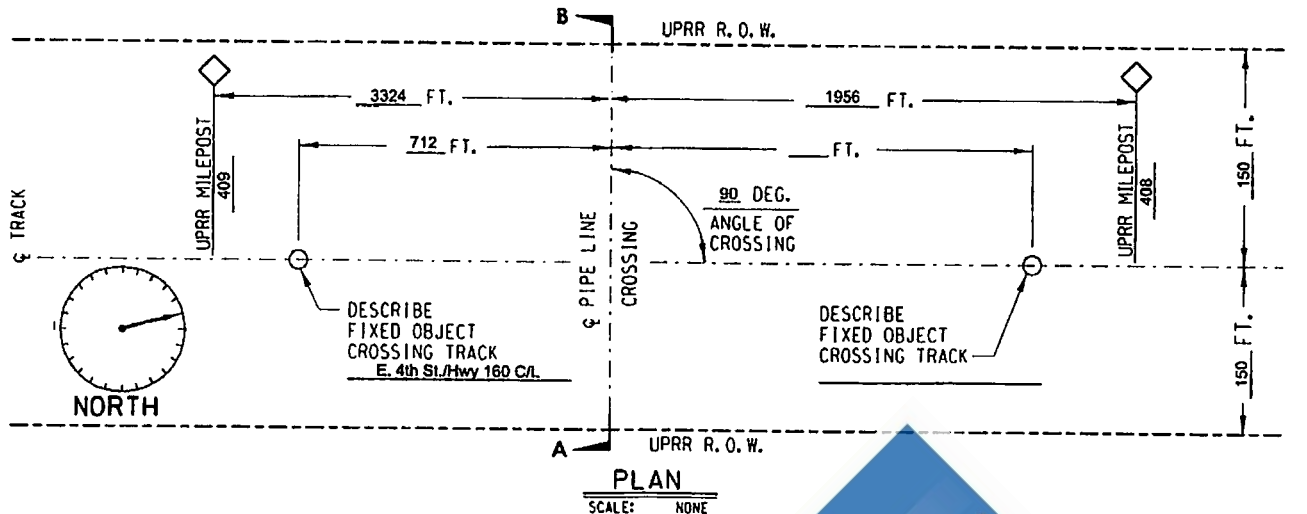
MAYOR





# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



- NOTES:  
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED  
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_  
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE  
D) CARRIER MATERIAL PLASTIC IF RCP, CLASS V? NA  
COMMODITY TO BE CONVEYED SANITARY SEWER  
OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.  
WALL THICKNESS (INCH)/ SCHEDULE 40 DIAMETER 10 IN.  
CATHODIC/COATING PROTECTION NO  
E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA  
TOTAL LENGTH CASING PIPE: 150 FT.  
WALL THICKNESS 0.375 IN. DIAMETER 18 IN.  
CATHODIC/COATING PROTECTION YES  
CASING PIPE IS OPEN AT THE ENDS.  
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF  
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
80 AND 70.



**BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION: Shreveport Sub.

TRACK TYPE: MAINLINE

M.P.: 408.35

LAT.: 33.09972222

E.S.M.: 563+65 ±

LONG.: -93.65472222

NEAREST CITY:

COUNTY:

STATE:

BRADLEY

LAFAYETTE

AR

APPLICANT: CITY OF BRADLEY, AR

FILE NO.: 0325698

DATE: 01/06/2021

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

#### Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### **Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

## **Section 5.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B.     Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C.     Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D.     Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E.     Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F.     Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.



**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline



Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

**A. Definitions.** As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

**B.** Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the



additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.





September 15, 2022  
Folder: 03256-99

CITY OF BRADLEY  
P.O. BOX 729  
BRADLEY AR 71826

Re: Proposed One Underground 10 Inch Encased Sewer Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 408.84 on the Shreveport Subdivision at or near Bradley, Lafayette County, Arkansas.

Sir/Madam:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Five Thousand Dollars (\$5,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with **Folder No. 03256-98** noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at [jasorian@up.com](mailto:jasorian@up.com).

Sincerely,

Justin Soriano  
Analyst Finance

## PIPELINE CROSSING AGREEMENT

Mile Post: 408.84, Shreveport Subdivision  
Location: Bradley, Lafayette County, Arkansas

**THIS AGREEMENT ("Agreement")** is made and entered into as of September 5, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BRADLEY**, to be addressed at P.O. Box 729, Bradley, Arkansas 71826 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 10 inch encased sewer pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Bradley, Lafayette County, State of Arkansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 06, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 8 inch encased sewer pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

### **Article 2. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Five Thousand Dollars (\$5,000.00)**.

### **Article 3. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result

in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Folder No. 03256-99)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF BRADLEY  
P.O. Box 729  
Bradley, Arkansas 71826

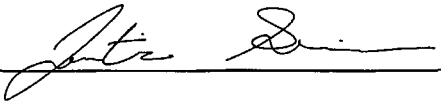
**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**  
**Email: RP.Utility@railpros.com**  
**Phone (682)223-5271**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: 

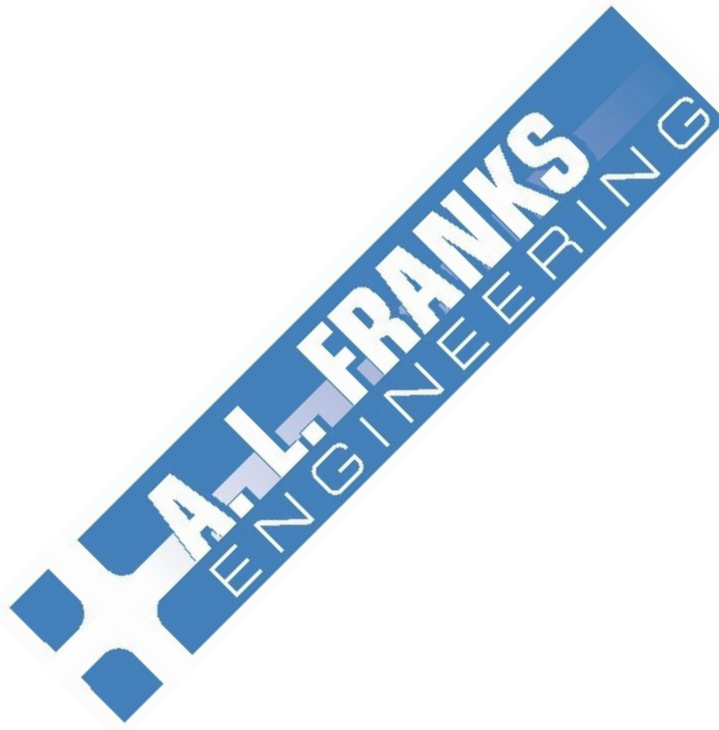
Justin Soriano  
*Analyst Finance*

**CITY OF BRADLEY**

By: 

Name Printed: JASON N. MARTIN

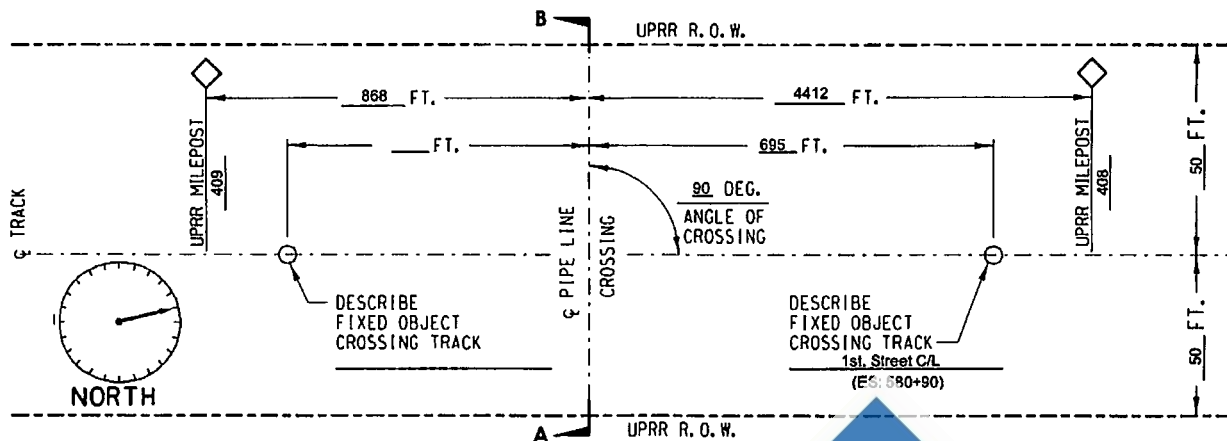
Title: Mayor



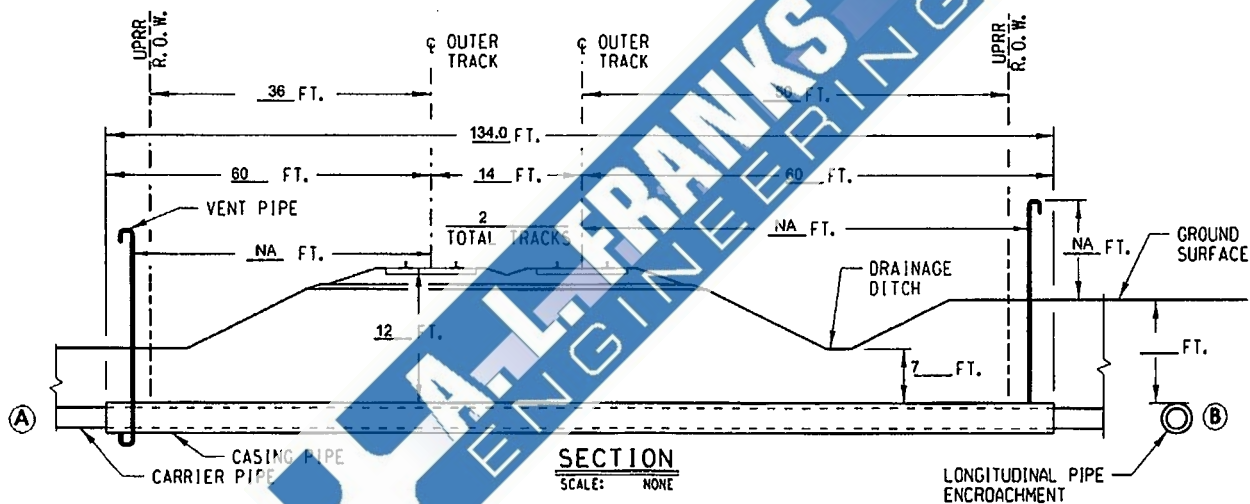


# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



PLAN  
SCALE: NONE



SECTION  
SCALE: NONE

- NOTES:  
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
2) REFER TO AREMA VOLUME 1, CHAPTER 4, PART 6, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED  
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_  
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE  
D) CARRIER MATERIAL PLASTIC, IF RCP, CLASS V? NA  
COMMODITY TO BE CONVEYED SANITARY SEWER  
OPERATIONAL PRESSURE 0 PSI, MAOP 0 PSI.  
WALL THICKNESS (INCH)/ SCHEDULE 40, DIAMETER 10 IN.  
CATHODIC/COATING PROTECTION NO  
E) CASING MATERIAL STEEL PIPE, IF RCP, CLASS V? NA  
TOTAL LENGTH CASING PIPE: 134 FT.  
WALL THICKNESS 0.375 IN, DIAMETER 18 IN.  
CATHODIC/COATING PROTECTION YES  
CASING PIPE IS OPEN AT THE ENDS.  
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF  
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
60 AND 60.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Shreveport Sub.

TRACK TYPE: MAINLINE

M.P.: 408.84

LAT.: 33.09305556

E.S.M.: 587+85

LONG.: -93.65611111

NEAREST CITY: BRADLEY

COUNTY: LAFAYETTE

STATE: AR

APPLICANT: CITY OF BRADLEY

FILE NO.: 0325699

DATE: 01/06/2021

**EXHIBIT B**

**GENERAL TERMS AND CONDITIONS**

**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### **Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

## **Section 5.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B.     Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C.     Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D.     Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E.     Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F.     Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.



**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.



B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this Exhibit B. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

#### **Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensors' property to the same condition as the same were before such property was moved or disturbed.

#### **Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensors from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensors, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licenser, or any property in the care, custody, or control of Licensee or Licenser;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licenser and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licenser at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licenser immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licenser at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licenser's requirements. Upon Licenser's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licenser may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licenser will be at the cost and expense of Licensee. In the event that Licenser performs any of the Restoration Work, Licensee shall release Licenser from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licenser's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,



this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.





September 15, 2022  
Folder: 03256-97

CITY OF BRADLEY  
P.O. BOX 729  
BRADLEY AR 71826

Re: Proposed One Underground 8 Inch Encased Sewer Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 408.22 on the Shreveport Subdivision at or near Bradley, Lafayette County, Arkansas.

Sir/Madam:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Five Thousand Dollars (\$5,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, with Folder No. 03256-97 noted on that document. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at [jasorian@up.com](mailto:jasorian@up.com).

Sincerely,

Justin Soriano  
Analyst Finance

## **PIPELINE CROSSING AGREEMENT**

Mile Post: 408.22, Shreveport Subdivision  
Location: Bradley, Lafayette County, Arkansas

**THIS AGREEMENT ("Agreement")** is made and entered into as of September 15, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BRADLEY**, to be addressed at P.O. Box 729, Bradley, Arkansas 71826 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one underground 8 inch encased sewer pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Bradley, Lafayette County, State of Arkansas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 06, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one underground 8 inch encased sewer pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

### **Article 2. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Five Thousand Dollars (\$5,000.00)**.

### **Article 3. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensee herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licenser, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licenser's written consent, will be absolutely void and may result in Licenser's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Folder No. 03256-97)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF BRADLEY  
P.O. Box 729  
Bradley, Arkansas 71826

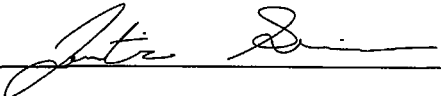
**Article 12. SPECIAL PROVISION - CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

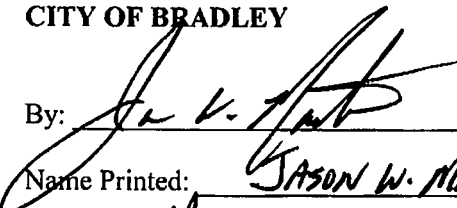
**Railpros Field Services**  
**Email: [RP.Utility@railpros.com](mailto:RP.Utility@railpros.com)**  
**Phone (682)223-5271**

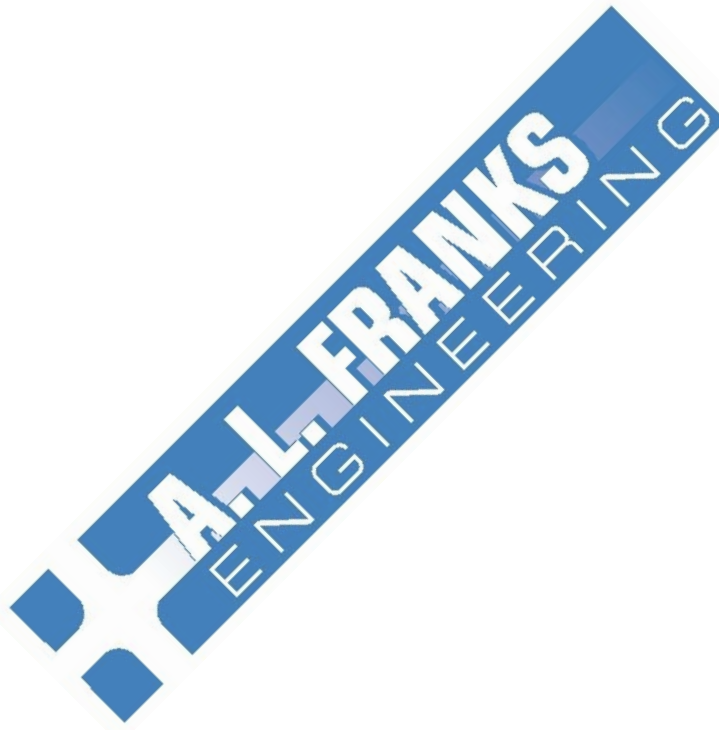
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By:   
Justin Soriano  
Analyst Finance

CITY OF BRADLEY

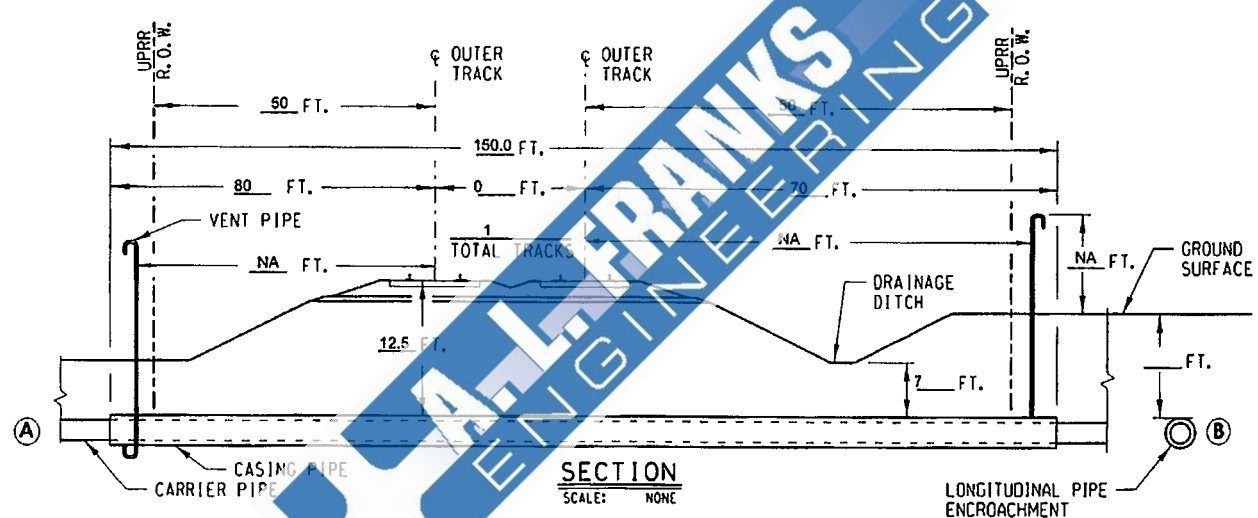
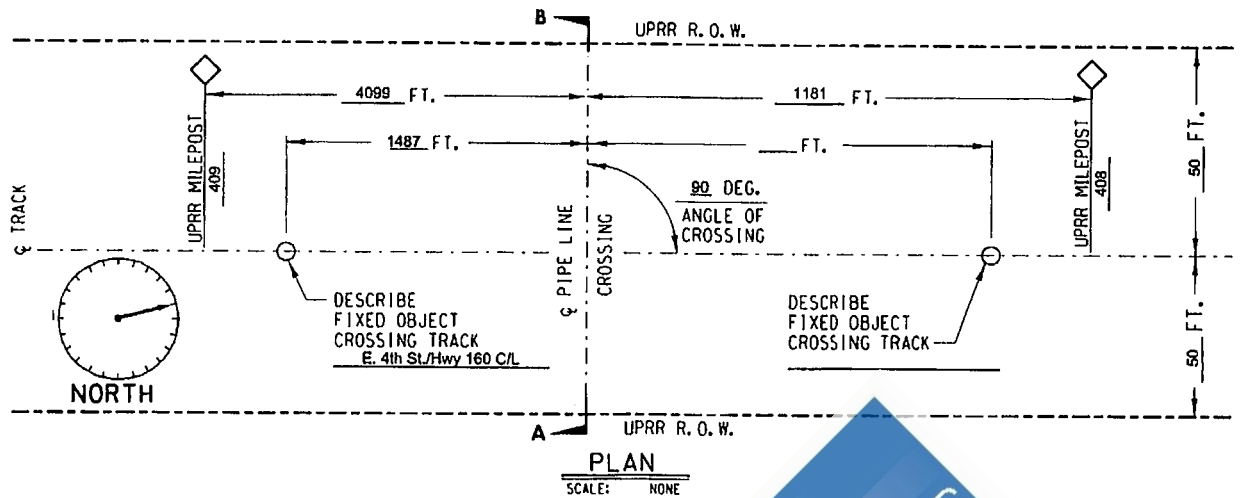
By:   
Name Printed: Jason W. Martin  
Title: Mayor





# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



NOTES:  
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
2) REFER TO AREMA VOLUME 1, CHAPTER 4, PART B, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED  
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT         
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE  
D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.  
COMMODITY TO BE CONVEYED SANITARY SEWER.  
OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.  
WALL THICKNESS (INCH)/ SCHEDULE 40. DIAMETER 8 IN.  
CATHODIC/COATING PROTECTION NO  
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.  
TOTAL LENGTH CASING PIPE: 150 FT.  
WALL THICKNESS 0.375 IN. DIAMETER 14 IN.  
CATHODIC/COATING PROTECTION YES  
CASING PIPE IS OPEN AT THE ENDS.  
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF  
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
80 AND 70.



**BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION: Shreveport Sub.

TRACK TYPE: MAINLINE

M.P.: 408.22

LAT.: 33.10166667

E.S.M.: 555+90 ±

LONG.: -93.65416667

NEAREST CITY:

COUNTY:

STATE:

BRADLEY

LAFAYETTE

AR

APPLICANT: CITY OF BRADLEY, AR

FILE NO.: 0325697

DATE: 01/06/2021

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

#### Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### **Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

**Section 5. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this Exhibit B.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.



**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline



Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licenser in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licenser's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

**A. Definitions.** As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

**B.** Licensee shall release, defend, indemnify, and hold harmless Licenser from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

#### **Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad

Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this Exhibit B) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the



additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



ARKANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY - UTILITY PERMIT

(UD-03-2022-0086)

Permit Number: UD-03-2022-0086

Issue Date: 10/4/2022

Expiration Date: 9/22/2023

City of Bradley  
410 Pullman Ave  
Bradley, AR 71826

<u>Route</u>	<u>Section</u>	<u>County</u>
160	1	Lafayette

Attention: Permit Applicant

Deposit: \$1000.00 By Check

Your request of 9/22/2022, to place facilities or perform work on highway right of way as described on the application and shown on the plans is hereby approved. This approval is subject in all respects to State Law, Property Rights, and applicable regulations of the Arkansas State Highway Commission. The installation of facilities covered by this Permit shall conform to the requirements of applicable federal, state, local, industry, health, and safety codes.

If at any time a change or improvement in the highway necessitates an adjustment or removal of the facility installed under this permit, it shall be at the expense of the owner within a reasonable time after request by the Department.

Permit is approved for work as shown on the attached sketch and permit request on the right of way of Highway 160.

The utility owner or his contractor shall maintain all existing highway, street and county road regulator, warning, guide and informational signs in an effective location at all times for the duration of the work and shall install them at the correct location upon completion of work. Any signs damaged during work under this permit shall be replaced at no cost to the State. Beginning of any work covered by this Permit shall constitute full acceptance by you of all applicable terms and conditions contained and referenced herein. All work on the highway right of way is subject to the approval of the District Engineer.

**Special Conditions:**

"Owner" shall place a readily identifiable and suitable marker at each right-of-way line where it crosses. Ownership of lines shall be clearly shown on a sign attached to the marker.

Traffic control to be in accordance with the MUTCD.

Three days prior to starting work, you must notify the Department's District Permit Officer, Mike Calhoon, P.O. Box 490 Hope, AR 71802-0490 (870) 777-3457.

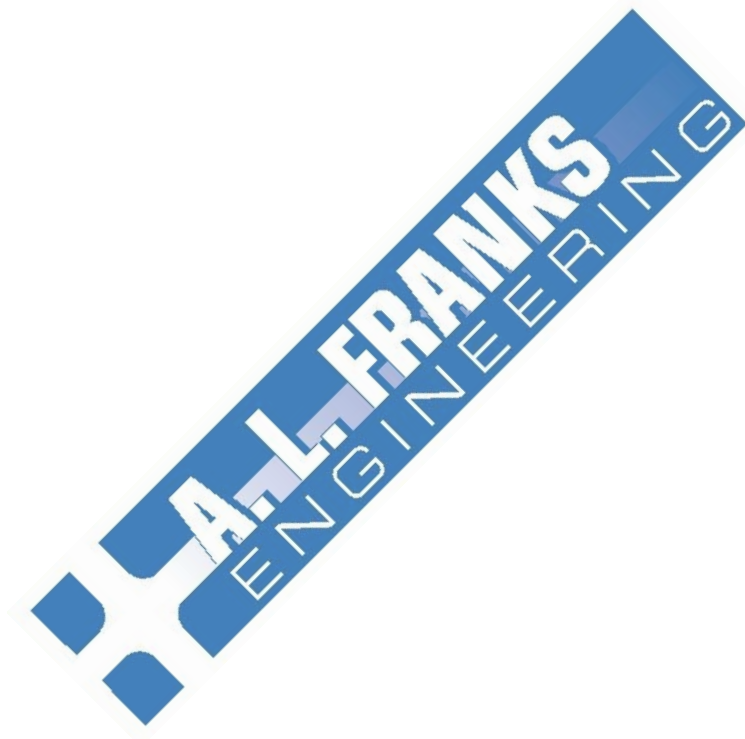
ARKANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY - UTILITY PERMIT

(UD-03-2022-0086)

A handwritten signature in black ink, appearing to read "Blaine Gartrell".

Blaine Gartrell  
Section Head - Utilities  
Right of Way Division



ARKANSAS DEPARTMENT OF TRANSPORTATION  
DEPOSIT ACKNOWLEDGEMENT AND REFUND REQUEST FORM

(Return Original to District Engineer Upon Completion of Installation)

City of Bradley  
410 Pullman Ave  
Bradley, AR 71826

Permit Number: UD-03-2022-0086

Issue Date: 10/4/2022

Expiration Date: 9/22/2023

Attention: Permit Applicant

<u>Route</u>	<u>Section</u>	<u>County</u>
160	1	Lafayette

This will acknowledge your guarantee in the amount of \$1000.00 By Check for restoration of highway property after completion of installations, as described in permit numbered above.

When the work has been completed, in accordance with the specifications, return the original of this form to the Department's District Engineer at Hope, Arkansas. After the work area has been inspected and it has been determined that the right of way has been restored satisfactorily, your Bond will be released.

c: Fiscal Services  
Permit Officer



Blaine Gartrell  
Section Head - Utilities  
Right of Way Division

Fiscal Services  
Little Rock, Arkansas

All of the conditions of the permit referred to above have satisfactorily complied with, and the finished results meet with my approval.

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Date

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District Engineer

# **NOTICE!**

Please give this information to your appropriate field representative!

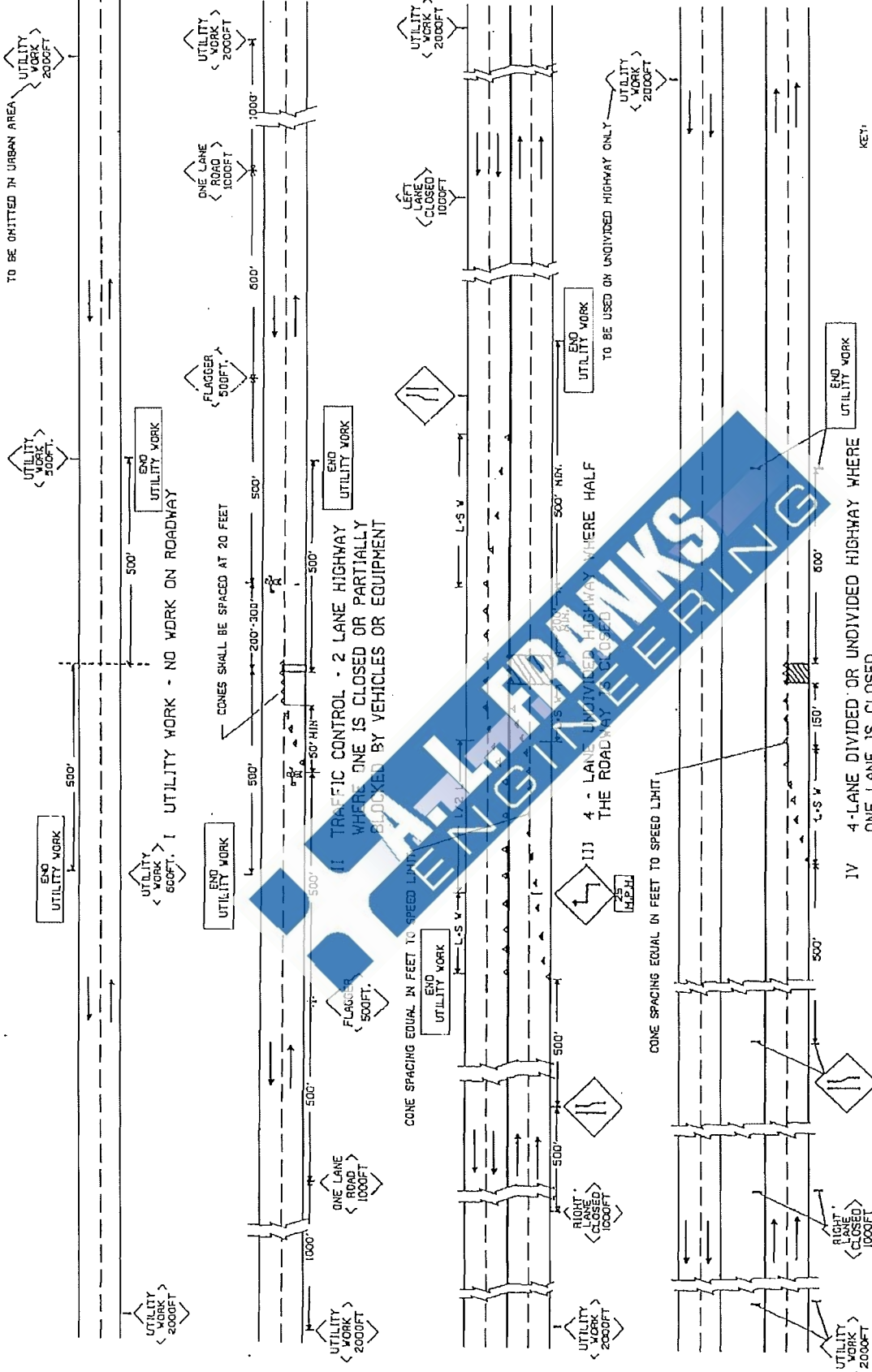
## **STORM WATER CONSTRUCTION PERMITS**

Please be advised that you are required to follow all laws and regulations concerning erosion control. The Arkansas Department of Environmental Quality requires a Phase II Storm Water Construction Permits on sites that have a “disturbed soil area” of one acre or more. For questions or permit requirements for Storm Water Construction Permit, contact (ADEQ) at (501) 682-0627 or at (501) 682-0621. This permit is separate from any work order, permit or approval from the Arkansas Department of Transportation.

## **Marking of Utilities**

When any utility owner, or its assigned contractor and/or representative is required, or requested to locate and mark the location of its underground lines/facilities inside highway right of way on pavement, sidewalks, curbs, gutters, structures, etc., the marks shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of markings by the utility owner at no expense to the Department.

TO BE OMITTED IN URBAN AREA



KEY:  
 FLAGGER  
 CONES  
 WORK AREA

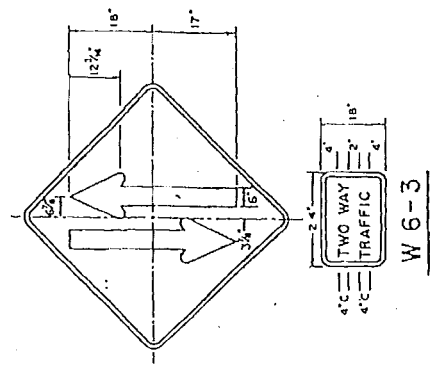
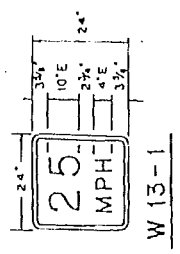
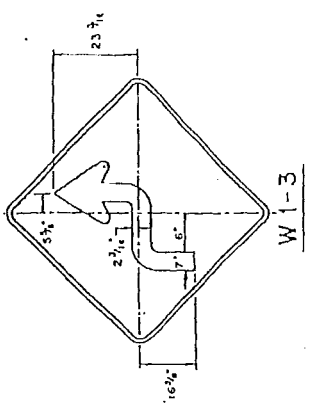
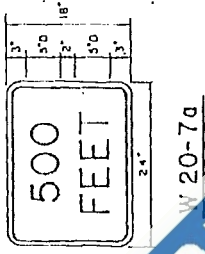
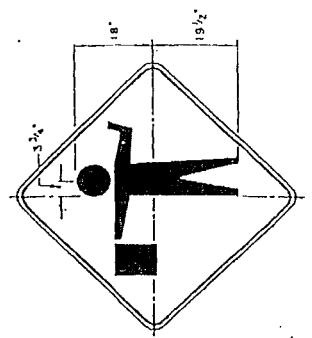
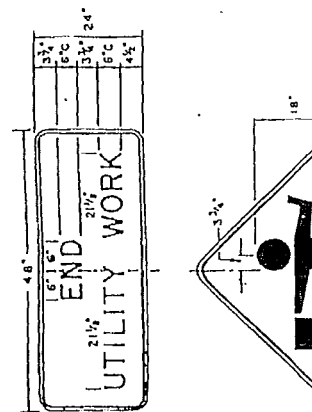
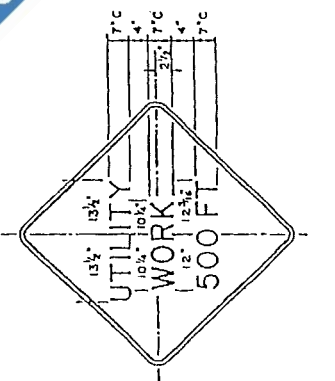
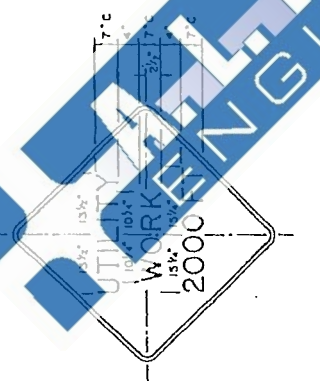
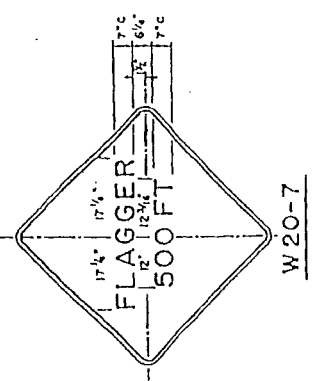
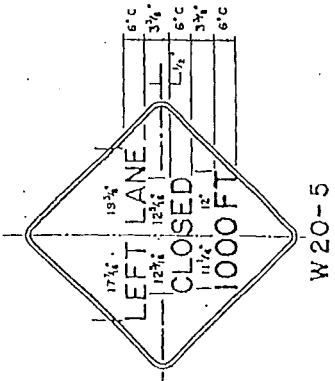
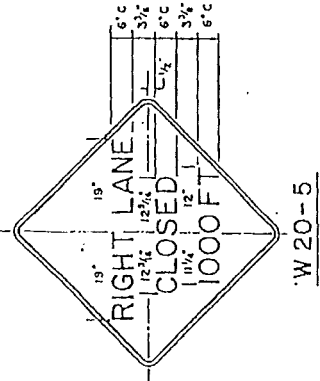
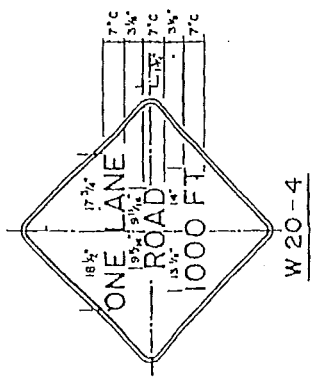
8. ALL SIGNS INTENDED TO BE USED DURING HOURS OF DARKNESS SHALL BE REFLECTORIZED WITH TYPE II REFLECTIVE SHEETING MINUS.
9. THE DESIRABLE SIZE OF WARNING SIGNS (DIAMOND - SHAPED SIGNS) IS 48" X 48". THE MINIMUM SIZE IS 36" X 36". FOR UTILITY WORK ON FREEWAYS, 48" X 48" SIGNS SHALL BE USED.
10. FOR FLAGGING OPERATIONS A SINGLE FLAGGER MAY BE USED IF THE ENTIRE WORK AREA IS VISIBLE FROM ONE STATION.

1. PLAN 1 IS APPROPRIATE WHEN NO PART OF THE ROADWAY IS CLOSED BY VEHICLES OR EQUIPMENT AND WOULD SUFFICE FOR UTILITY WORK PARALLEL TO ROADWAY.
2. IF THE UTILITY WORK REMAINS IN OPERATION DURING HOURS OF DARKNESS, TYPE II BARRICADES OR DRUMS SHOULD BE USED IN LIEU OF CONES. LIGHTS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AND BARRICADES AT NIGHT.
3. L - LENGTH OF TAPER  
 V - SPEED OF TRAFFIC IN FEET PER HOUR  
 W - WIDTH OF ROADWAY IN FEET
4. WARNING SIGNS FOR UTILITY WORK SHALL BE DIAMOND SHAPED, HAVING A BLACK SYMBOL OR MESSAGE ON AN ORANGE BACKGROUND.
5. SIGN SUPPORTS MAY BE FIXED OR PORTABLE DEPENDING UPON THE DURATION OF PROJECT.
6. ALL SIGNING SHALL BE IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
7. THIS PLAN IS SUBJECT TO ADAPTATIONS BY THE DISTRICT ENGINEER IN URBAN AREAS.

TRAFFIC CONTROLS  
 FOR  
 UTILITY WORK

NOTICE:  
 THESE ARE EXAMPLES OF TRAFFIC CONTROL DEVICES AND THEIR LOCATION FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' FOR PROPER SIGNING FOR YOUR OPERATION.





NOTE: THESE ARE EXAMPLES OF TRAFFIC CONTROL DEVICES AND THEIR LOCATION FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR PROPER SIZING FOR YOUR OPERATION.

NOTE: THE DESIRABLE SIZE FOR WARNING SIGNS IS 48" X 48" AS SHOWN. THE MINIMUM SIZE IS 36" X 36". WHEN THE MINIMUM SIZE IS USED, AN 18" X 18" W13-1 WILL BE ALLOWED.

ARKANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY - UTILITY PERMIT

(UD-03-2022-0087)

Permit Number: UD-03-2022-0087

Issue Date: 9/29/2022

Expiration Date: 9/22/2023

City of Bradley  
410 Pullman Ave  
Bradley, AR 71826

<u>Route</u>	<u>Section</u>	<u>County</u>
160	1	Lafayette

Attention: Permit Applicant

Deposit: \$1000.00 By Check

Your request of 9/22/2022, to place facilities or perform work on highway right of way as described on the application and shown on the plans is hereby approved. This approval is subject in all respects to State Law, Property Rights, and applicable regulations of the Arkansas State Highway Commission. The installation of facilities covered by this Permit shall conform to the requirements of applicable federal, state, local, industry, health, and safety codes.

If at any time a change or improvement in the highway necessitates an adjustment or removal of the facility installed under this permit, it shall be at the expense of the owner within a reasonable time after request by the Department.

Permit is approved for work as shown on the attached sketch and permit request on the right of way of Highway 160.

The utility owner or his contractor shall maintain all existing highway, street and county road regulator, warning, guide and informational signs in an effective location at all times for the duration of the work and shall install them at the correct location upon completion of work. Any signs damaged during work under this permit shall be replaced at no cost to the State. Beginning of any work covered by this Permit shall constitute full acceptance by you of all applicable terms and conditions contained and referenced herein. All work on the highway right of way is subject to the approval of the District Engineer.

**Special Conditions:**

"Owner" shall place a readily identifiable and suitable marker at each right-of-way line where it crosses. Ownership of lines shall be clearly shown on a sign attached to the marker.

Traffic control to be in accordance with the MUTCD.

Three days prior to starting work, you must notify the Department's District Permit Officer, Mike Calhoon, P.O. Box 490 Hope, AR 71802-0490 (870) 777-3457.

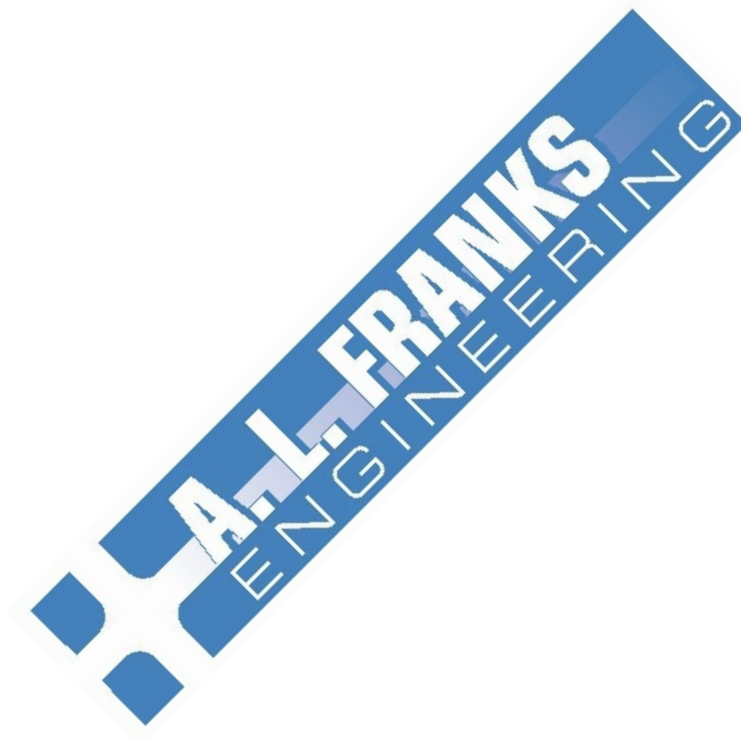
ARKANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY - UTILITY PERMIT

(UD-03-2022-0087)

A handwritten signature in black ink, appearing to read "Blaine Gartrell".

Blaine Gartrell  
Section Head - Utilities  
Right of Way Division



ARKANSAS DEPARTMENT OF TRANSPORTATION  
DEPOSIT ACKNOWLEDGEMENT AND REFUND REQUEST FORM

(Return Original to District Engineer Upon Completion of Installation)

City of Bradley  
410 Pullman Ave  
Bradley, AR 71826

Permit Number: UD-03-2022-0087

Issue Date: 9/29/2022

Expiration Date: 9/22/2023

Attention: Permit Applicant

<u>Route</u>	<u>Section</u>	<u>County</u>
160	1	Lafayette

This will acknowledge your guarantee in the amount of \$1000.00 By Check for restoration of highway property after completion of installations, as described in permit numbered above.

When the work has been completed, in accordance with the specifications, return the original of this form to the Department's District Engineer at Hope, Arkansas. After the work area has been inspected and it has been determined that the right of way has been restored satisfactorily, your Bond will be released.

c: Fiscal Services  
Permit Officer



Blaine Gartrell  
Section Head - Utilities  
Right of Way Division

Fiscal Services  
Little Rock, Arkansas

All of the conditions of the permit referred to above have satisfactorily complied with, and the finished results meet with my approval.

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Engineer

# **NOTICE!**

Please give this information to your appropriate field representative!

## **STORM WATER CONSTRUCTION PERMITS**

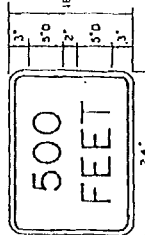
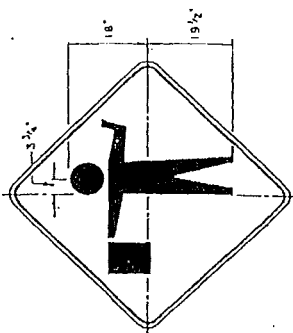
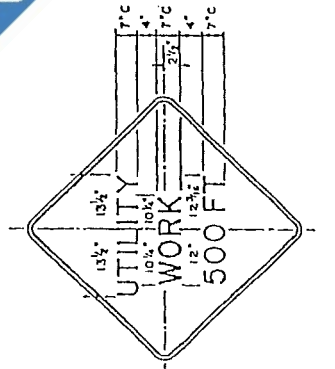
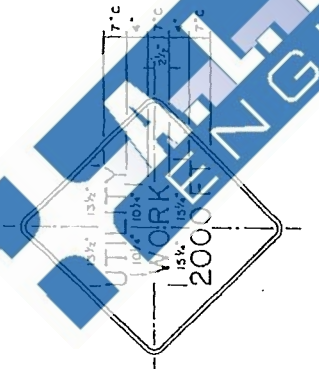
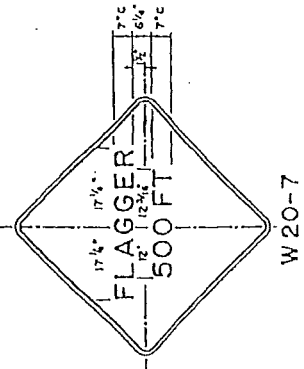
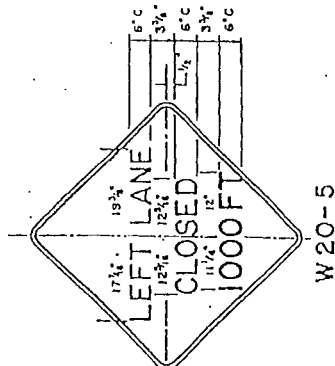
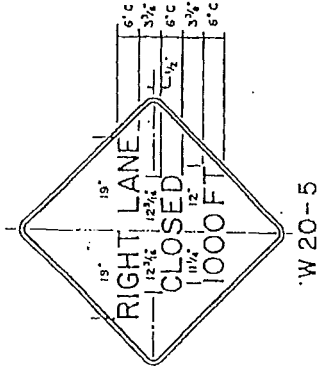
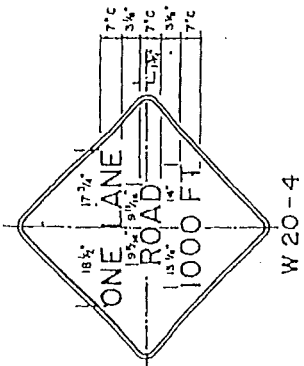
Please be advised that you are required to follow all laws and regulations concerning erosion control. The Arkansas Department of Environmental Quality requires a Phase II Storm Water Construction Permits on sites that have a “disturbed soil area” of one acre or more. For questions or permit requirements for Storm Water Construction Permit, contact (ADEQ) at (501) 682-0627 or at (501) 682-0621. This permit is separate from any work order, permit or approval from the Arkansas Department of Transportation.

## **Marking of Utilities**

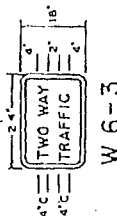
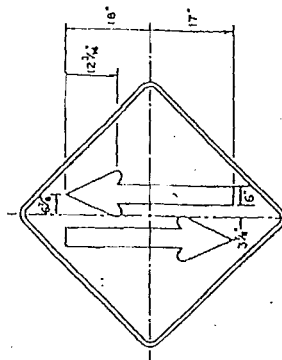
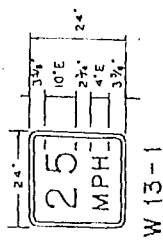
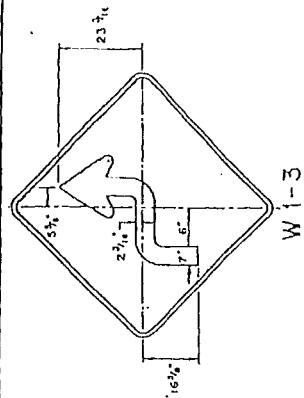
When any utility owner, or its assigned contractor and/or representative is required, or requested to locate and mark the location of its underground lines/facilities inside highway right of way on pavement, sidewalks, curbs, gutters, structures, etc., the marks shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of markings by the utility owner at no expense to the Department.







W20-7a



NOTICE: THESE ARE EXAMPLES OF TRAFFIC CONTROL DEVICES AND THEIR LOCATION FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR PROPER SIZING FOR YOUR OPERATION.

NOTE: THE DESIRABLE SIZE FOR WARNING SIGNS IS 48" X 48" AS SHOWN. THE MINIMUM SIZE IS 36" X 36". WHEN THE MINIMUM SIZE IS USED, AN 18" X 18" W13-1 WILL BE ALLOWED.

ARKANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY - UTILITY PERMIT

(UD-03-2022-0088)

Permit Number: UD-03-2022-0088

Issue Date: 9/29/2022

Expiration Date: 9/22/2023

City of Bradley  
410 Pullman Ave  
Bradley, AR 71826

<u>Route</u>	<u>Section</u>	<u>County</u>
160	1	Lafayette

Attention: Permit Applicant

Deposit: \$1000.00 By Check

Your request of 9/22/2022, to place facilities or perform work on highway right of way as described on the application and shown on the plans is hereby approved. This approval is subject in all respects to State Law, Property Rights, and applicable regulations of the Arkansas State Highway Commission. The installation of facilities covered by this Permit shall conform to the requirements of applicable federal, state, local, industry, health, and safety codes.

If at any time a change or improvement in the highway necessitates an adjustment or removal of the facility installed under this permit, it shall be at the expense of the owner within a reasonable time after request by the Department.

Permit is approved for work as shown on the attached sketch and permit request on the right of way of Highway 160.

The utility owner or his contractor shall maintain all existing highway, street and county road regulator, warning, guide and informational signs in an effective location at all times for the duration of the work and shall install them at the correct location upon completion of work. Any signs damaged during work under this permit shall be replaced at no cost to the State. Beginning of any work covered by this Permit shall constitute full acceptance by you of all applicable terms and conditions contained and referenced herein. All work on the highway right of way is subject to the approval of the District Engineer.

**Special Conditions:**

"Owner" shall place a readily identifiable and suitable marker at each right-of-way line where it crosses. Ownership of lines shall be clearly shown on a sign attached to the marker.

Traffic control to be in accordance with the MUTCD.

Three days prior to starting work, you must notify the Department's District Permit Officer, Mike Calhoon, P.O. Box 490 Hope, AR 71802-0490 (870) 777-3457.

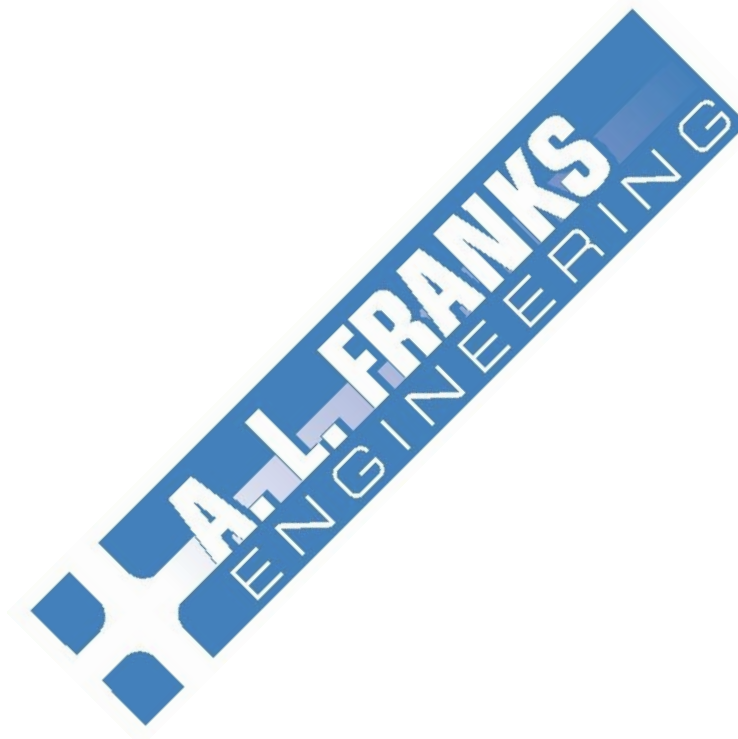
ARKANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY - UTILITY PERMIT

(UD-03-2022-0088)

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Blaine Gartrell  
Section Head - Utilities  
Right of Way Division



ARKANSAS DEPARTMENT OF TRANSPORTATION  
DEPOSIT ACKNOWLEDGEMENT AND REFUND REQUEST FORM

(Return Original to District Engineer Upon Completion of Installation)

City of Bradley  
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c: Fiscal Services  
Permit Officer



Blaine Gartrell  
Section Head - Utilities  
Right of Way Division

Fiscal Services  
Little Rock, Arkansas

All of the conditions of the permit referred to above have satisfactorily complied with, and the finished results meet with my approval.

\_\_\_\_\_  
Date

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District Engineer



# **NOTICE!**

Please give this information to your appropriate field representative!

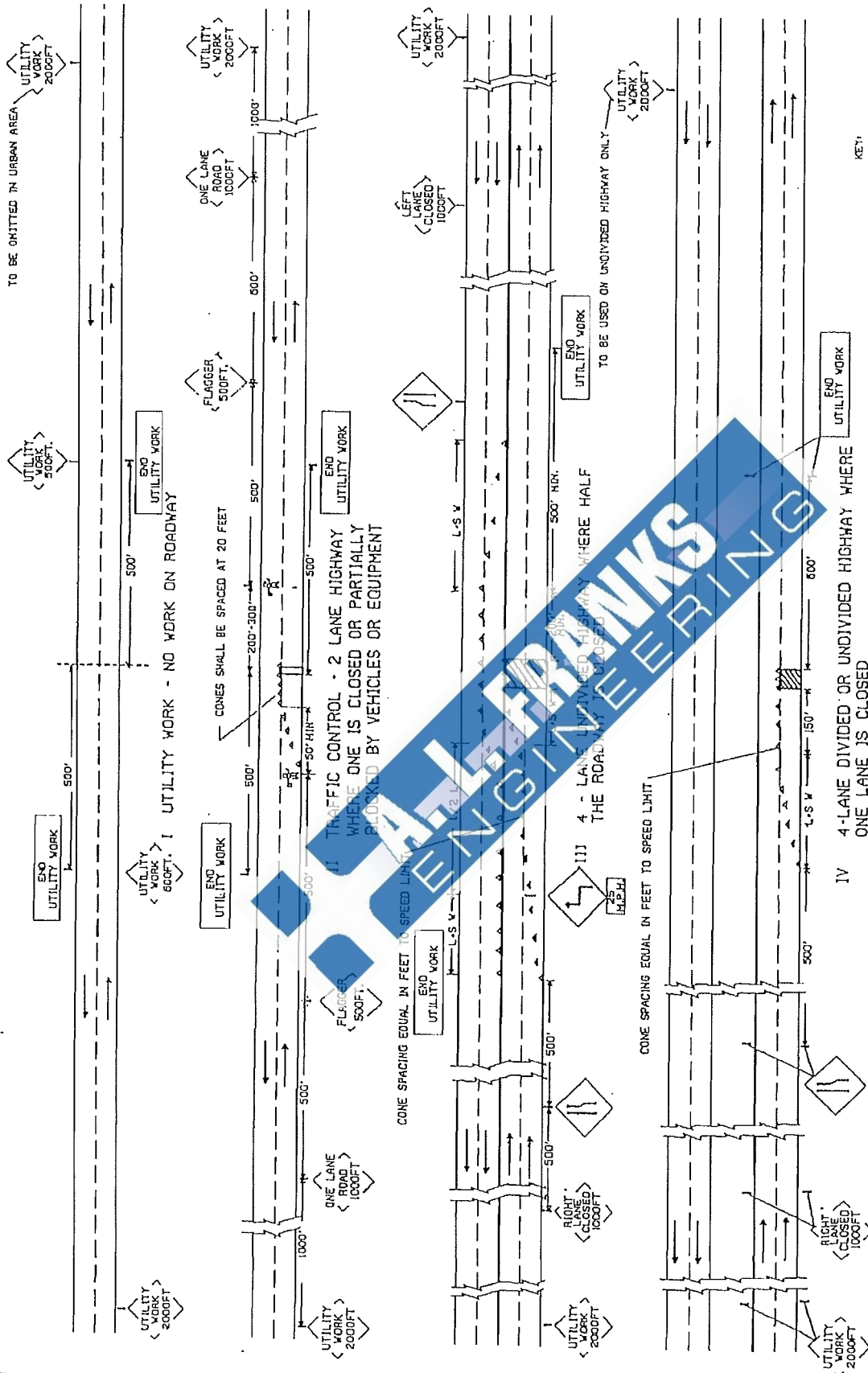
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## **Marking of Utilities**

When any utility owner, or its assigned contractor and/or representative is required, or requested to locate and mark the location of its underground lines/facilities inside highway right of way on pavement, sidewalks, curbs, gutters, structures, etc., the marks shall be made with non-permanent materials (chalk, keel, non-permanent paint, etc.). Failure to comply with this requirement will result in removal of markings by the utility owner at no expense to the Department.

TO BE OMITTED IN URBAN AREA



KEY:  
 FLAGGER  
 CONES  
 WORK AREA

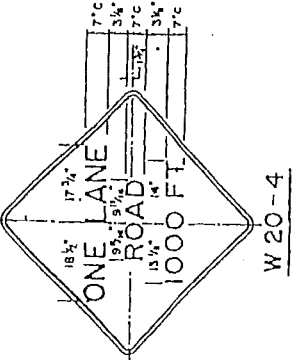
TRAFFIC CONTROLS  
 FOR  
 UTILITY WORK

6. ALL SIGNS INTENDED TO BE USED DURING HOURS OF DARKNESS SHALL BE REFLECTORIZED WITH TYPE II REFLECTIVE SHEETING MINIMUM.
9. THE DESIRABLE SIZE OF WARNING SIGNS (DIAMOND - SHAPED SIGNS) IS 48" X 48". THE MINIMUM SIZE IS 36" X 36". FOR UTILITY WORK ON FREEWAYS, 48" X 48" SIGNS SHALL BE USED.
10. FOR FLAGGING OPERATIONS, A SINGLE FLAGGER MAY BE USED IF THE ENTIRE WORK AREA IS VISIBLE FROM ONE STATION.

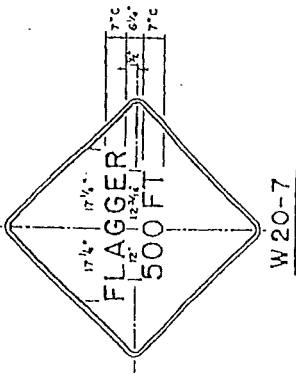
NOTICE!

THESE ARE EXAMPLES OF TRAFFIC CONTROL DEVICES AND THEIR LOCATION FOR YOUR INFORMATION ONLY. PLEASE REFER TO THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' FOR PROPER SIGNING FOR YOUR OPERATION.

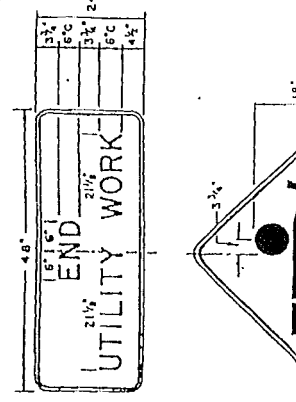
1. PLAN 1 IS APPROPRIATE WHEN NO PART OF THE ROADWAY IS BLOCKED BY VEHICLES OR EQUIPMENT AND WOULD SUFFICE FOR UTILITY WORK PARALLEL TO ROADWAY.
2. IF UTILITY WORK REMAINS IN OPERATION DURING HOURS OF DARKNESS, TYPE III BARRICADES OR SIGNS SHOULD BE USED IN ADDITION TO CONES. SIGNS SHOULD BE PROVIDED TO MARK FLAGGER STATIONS AND BARRICADES AT NIGHT.
3. L - LENGTH OF TAPER
4. S - SPEED LIMIT OR 85 PERCENTILE SPEED
5. WIDTH OF OFFSET IN FEET
6. VARIOUS TYPES OF SIGNS SHALL BE DIAMOND SHAPED HAVING A BLACK BACKGROUND OR MESSAGE AND AN ORANGE BACKGROUND.
7. SIGN SUPPORTS MAY BE FIXED OR PORTABLE DEPENDING UPON THE DURATION OF PROJECT.
8. ALL SIGNING SHALL BE IN COMPLIANCE WITH THE 'MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES'.
9. THIS PLAN IS SUBJECT TO MODIFICATIONS BY THE DISTRICT ENGINEER IN URBAN AREAS.



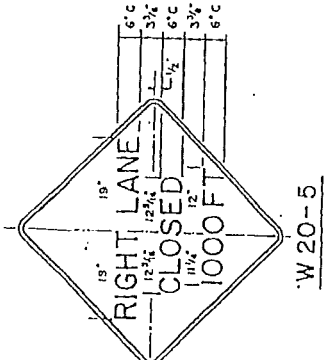
W 20-4



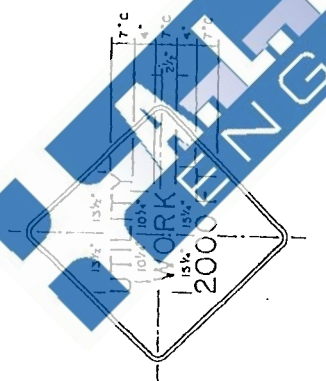
W 20-7



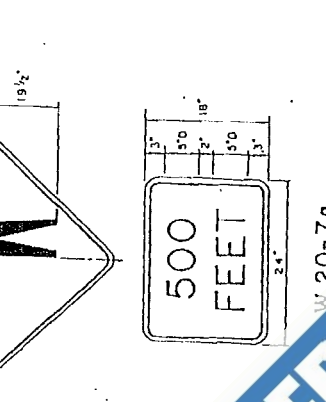
W 1-3



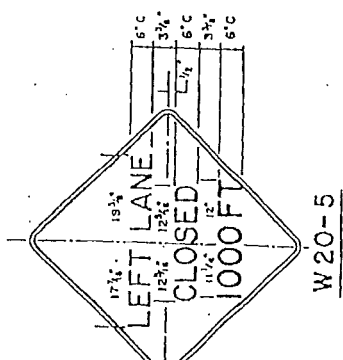
W 20-5



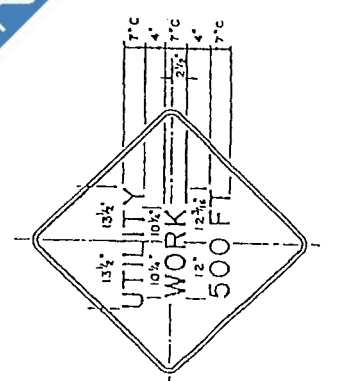
W 20-7a



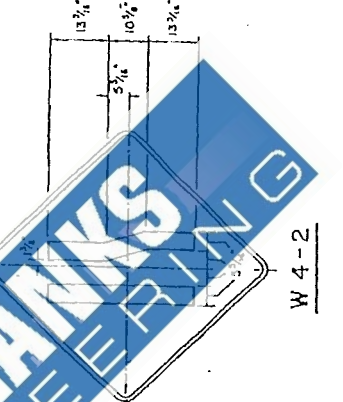
W 13-1



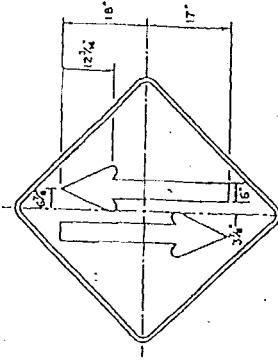
W 20-5



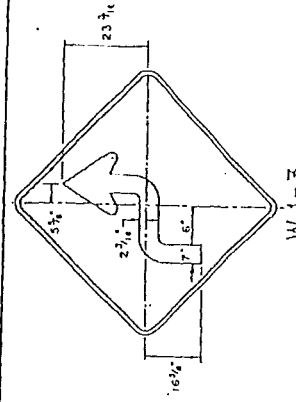
W 4-2



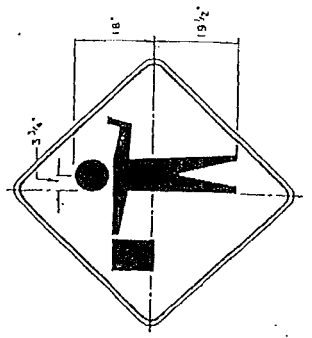
W 6-3



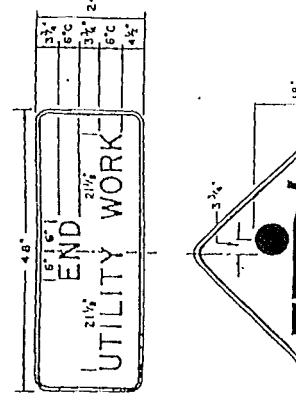
W 13-1



W 1-3



W 20-7



W 13-1

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