

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

11/20/2012

City Council Meeting Date
 Agenda Items Only

Chris Brown *CB* Submitted By Engineering Division Development Services Department

Action Required:

A resolution to award a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons, Inc. for the construction of the Fulbright Expressway/Hwy 71B Flyover, approve a project contingency of \$315,191.42 and approve a budget adjustment.

\$1,260,765.70 2009 Str. Sales Tax	\$ 3,245,690.00	Flyover (FEEDC)
\$5,043,062.78 federal grant/expense		Program Category / Project Name
Cost of this request	Category / Project Budget	
4520.9540.5809.00	\$ 1,585,765.70	
4470.0947.4309.00		Street Improvements
4470.9470.5809.00	\$ -	Program / Project Category Name
Account Number	Funds Used to Date	
	\$ 1,659,924.30	
06035.1720	\$ -	2009 Street Bonds
Project Number	Remaining Balance	Fund Name

Budgeted Item Budget Adjustment Attached

Chris Brown for Jeremy Pate Department Director 11/2/12 Date Previous Ordinance or Resolution # _____

Chris Skelly City Attorney 11-2-12 Date Original Contract Date: _____
 Original Contract Number: _____

Paul A. Becher Finance and Internal Services Director 11-5-2012 Date

Received in City Clerk's Office 11-02-12 P04:04 RCVD
King

Don Man Chief of Staff 11-7-12 Date

Received in Mayor's Office ENTERED 11/5/12

Lionell Jordan Mayor 11/8/12 Date

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of November 20, 2012

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

From: Chris Brown, City Engineer *CB*

Date: November 2, 2012

Subject: **A resolution to award a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons, Inc. for the construction of the Fulbright Expressway/Hwy 71B Flyover, approve a project contingency of \$315,191.42 (5%), and approve a Budget Adjustment.**

PROPOSAL:

On November 2nd, the City received five (5) construction bids ranging from a low of \$6,303,828.48 to a high of \$7,880,880.03. Emery Sapp & Sons, Inc. submitted the low bid which was approximately 3% below the Engineer's Estimate of \$6,515,348.00. The City has received a written recommendation from our consultant engineer, Jacobs, to award this contract to General Contractor Construction and staff concurs with this recommendation. The contract time is 501 days for substantial completion.

Please note that as part of the Federal-Aid process, the Mayor has submitted the required Certification Letter to the Arkansas State Highway and Transportation Department (AHTD) requesting their review of the bid tabulations and concurrence in award of the contract to General Contractor Construction, Inc. The actual execution of the construction agreement will occur after receipt of AHTD concurrence.

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$6,303,828.48 to Emery Sapp & Sons, Inc. for the construction of the Flyover, approval of a project contingency of \$315,191.42 (5%), and approval the attached Budget Adjustment.

BUDGET IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% (\$5,043,062.78) of the contract amount of \$6,303,828.48 and the City will pay 20% (\$1,260,765.70). The Federal portion will be paid from the Federal Earmark received by the City in the 2005 Highway Bill and the City's portion will be paid from the Transportation Bond Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-68 AND APPROVING A CONTRACT WITH EMERY SAPP & SONS, INC. IN THE AMOUNT OF \$6,303,828.48 FOR THE CONSTRUCTION OF THE FULBRIGHT EXPRESSWAY/HIGHWAY 71B FLYOVER, APPROVING A PROJECT CONTINGENCY OF \$315,191.42, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-68 and approves a contract with Emery Sapp & Sons, Inc. in the amount of \$6,303,828.48 for the construction of the Fulbright Expressway/Highway 71B flyover, plus a project contingency of \$315,191.42.

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

PASSED and **APPROVED** this 20th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

November 2, 2012

Paul Libertini, PE
City of Fayetteville Engineering
113 West Mountain St.
Fayetteville, Arkansas 72701

Re: FEEDC - Job 040535-Fulbright Expwy./Hwy. 71B Flyover – Recommendation to Award

Dear Paul:

Bids were received for the “Fulbright Expwy./Hwy. 71B Flyover” at the City of Fayetteville, Purchasing Division, Room 306 – City Hall, 113 West Mountain Street, Fayetteville, Arkansas 72701, at 2:00p.m., Friday, November 2, 2012.

A total of five bids were received for this project. Emery Sapp & Sons, Inc. of Springfield, MO submitted the low bid for the project in the amount of \$6,303,828.48. A copy of the bid tabulation of bids received, including the Engineer’s estimate, is being assembled.

We recommend the City of Fayetteville award the construction contract for “Fulbright Expwy./Hwy. 71B Flyover” to the low bidder, Emery Sapp & Sons, Inc. We believe that this represents the best value to the City.

Respectfully,

JACOBS



Kip Guthrie, PE
Area Manager

CC: File
Andrea Foren



⑦ N. COLLEGE/FULBRIGHT FLYOVER
CONCEPT PLAN

Project Summary

- Federally funded project that is intended to provide better access to the retail centers and restaurants in the Northwest Arkansas Mall area.
- Construction cost: \$6.3 million
- Federal funds will pay for 80% of projected costs.
- Construction complete in Mid. 2014



BID: 12-68
DATE: 11/02/12
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 12-68, Construction - HWY 71 B Flyover

BIDDER	TOTAL COST
1 Crouse Construction Company	\$ 7,120,201.40
2 Emery Sapp & Sons, Inc.	\$ 6,303,828.48
3 Iowa Bridge & Culvert, LC	\$ 7,880,880.03
4 Manhattan Road & Bridge Co.	\$ 6,640,001.85
5 United Contractors, Inc.	\$ 7,004,159.23

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

CERTIFIED: A. Foren
A. Foren, PURCH AGENT

[Signature]
WITNESS

11/02/12
DATE

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)
 All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
 All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.: _____ Date: **11/2/2012**
 P.O Number: _____ Expected Delivery Date: _____
 Vendor Name: **Emery Sapp & Sons**
 Address: **590 West Poplar Fayetteville AR**
 City: **Fayetteville** State: **AR**
 Requester: **Chris Brown**
 Fob Point: _____
 Zip Code: **72703**
 Ship to code: _____
 Requester's Employee #: **2695**
 Account Numbers: **4470.9470.5809.00**
 Request No.: **XX** No.: **XX**
 Taxable Yes: _____ No: **XX**
 Division Head Approval: _____
 Extension: **207**
 Project/Subproject #: **06035.1720**
 Inventory #: _____
 Fixed Asset #: _____
 Quotes Attached: _____

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Inventory #	Fixed Asset #
1	Street Improvements	1		5,043,062.78	\$5,043,062.78	4470.9470.5809.00	06035.1720	
2	This is a grant			\$0.00				
3				\$0.00				
4	Street Improvements	1		1,260,765.70	\$1,260,765.70	4520.9520.5809.00	06035.1720	
5				\$0.00				
6				\$0.00				
7				\$0.00				
8				\$0.00				
9				\$0.00				
10				\$0.00				
*	Shipping/Handling		Lot		\$0.00			

Special Instructions: _____
 Subtotal: **\$6,303,828.48**
 Tax: _____
 Total: **\$6,303,828.48**

Approvals: _____
 Mayor: _____ Department Director: _____
 Finance & Internal Services Director: _____ Budget Manager: _____
 Dispatch Manager: _____ Utilities Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____

DOCUMENT 00410 - BID BOND (continued)

furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of November 2012.

PRINCIPAL

(CORPORATE SEAL)

Emery Sapp & Sons, Inc.

By

W. M. H.

SECRETARY

SURETY

Liberty Mutual Insurance Company

By

Kris Copra

Kris Copra, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

PO Box 1046

Jefferson City, MO 65102

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

END OF DOCUMENT 00410



ACKNOWLEDGMENT BY SURETY

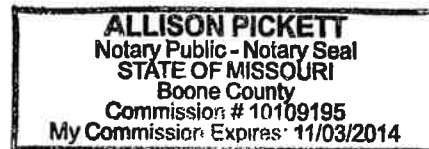
STATE OF Missouri }
County of Cole } ss.

On this 2nd day of November, 2012, before me personally
appeared Kris Copra, known to, me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Allison Pickett
Notary Public in the State of Missouri
County of Boone



American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, ALLISON PICKETT; DARLA A. VELTROP; KRIS COPRA; LOUIS A. LANDWEHR.....

all of the city of JEFFERSON CITY, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of JULY, 2012.



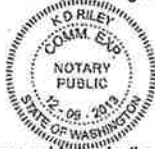
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 12th day of JULY, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of November, 2012.



By: David M. Carey, Assistant Secretary

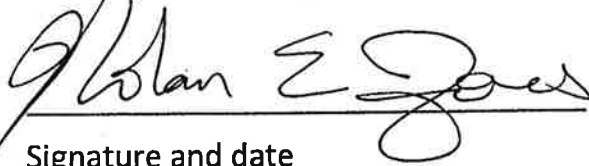
currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid 12-68, Addendum 1

Bid 12-68, Job 040535-Fulbright Expwy./Hwy. 71B Flyover

I hereby acknowledge I have received Addendum 1 for Bid 12-68,

 10/30/12

Signature and date

(CHIP) NOLAN JONES

EMERY SAPP & SONS

Bid Check List

Bid 12-68, Fulbright Expwy / Hwy. 71B Flyover (continued)

All bidders understand that this is a Federally Funded Project with City matching funds and there are specific payroll requirements that must be met during construction. Furthermore the Contractor understands, the City of Fayetteville will execute the Contract, but the Arkansas Highway and Transportation Department will be the Owner of the final product. Therefore, the Contractor will be held in strict conformance for Quality Control and Quality Assurance testing as directed and outlined in the AHTD Standard Specifications for Highway Construction, Edition 2003. The Contractor shall incorporate the time, resources and funding of said activities into his bid accordingly.

All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.

All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number (This is a Federal Aid Project and therefore a License Number is not required for bidding).

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: EMERY SAPP & SONS, INC.

ARKANSAS CONTRACTORS LICENSE NUMBER: n/a 0133390413
(This is a Federal Aid Project and therefore a License Number is not required for bidding)

State of Arkansas

Contractors Licensing Board

EMERY SAPP & SONS, INC.
2602 N STADIUM BLVD
COLUMBIA, MO 65202

EMERY SAPP & SONS, INC.

This is to Certify That

_____ is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

with the following suggested bid limit _____ Unlimited

from _____ April 27, 2012 _____ until _____ April 30, 2013

when this Certificate expires.

Witness our hands of the Board. dated at North Little Rock, Arkansas:



John C. Russell

CHAIRMAN

W. Sam Wajda

SECRETARY

April 27, 2012

Contract Name: Job 040535
Fulbright Expwy./ Hwy. 71B Flyover
(Fayetteville)(S)
Washington County
F.A.P. HPP2-2816(2) and HPP2-3757(1)

Bid No.: 12-68

BID To:

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

BID FROM:

Bidder:

Emery Sapp & Sons, Inc.
2602 N. Stadium Blvd.
Columbia, MO 65202
573-445-8331

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>10-30-12</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
- M. Bidder understands that this is a Federal-aid contract.

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

1	201	CLEARING	9	STATION	\$300.00	\$2,700.00
2	201	GRUBBING	9	STATION	\$300.00	\$2,700.00
3	202	REMOVAL AND DISPOSAL OF CURB	164	LIN. FT.	\$6.50	\$1,066.00
4	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	238	LIN. FT.	\$6.50	\$1,547.00
5	202	REMOVAL AND DISPOSAL OF WALKS	65	SQ. YD.	\$6.50	\$422.50
6	202	REMOVAL AND DISPOSAL OF CONCRETE DITCH PAVING	600	SQ. YD.	\$6.50	\$3,900.00
7	208	FENCE REMOVED AND RECONSTRUCTED	1679	LIN. FT.	\$16.50	\$27,703.50
8	210	UNCLASSIFIED EXCAVATION	4300	CU. YD.	\$7.50	\$32,250.00
9	210	COMPACTED EMBANKMENT	9624	CU. YD.	\$9.50	\$91,428.00
10	SP & 210	SOIL STABILIZATION	100	TON	\$200.00	\$20,000.00
11	SP	SELECT GRANULAR BACKFILL	597	CU. YD.	\$55.00	\$32,835.00
12	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	7061	TON	\$15.29	\$107,962.69
13	401	TACK COAT	1545	GAL.	\$3.22	\$4,974.90
14	SP, SS, & 406	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	2490	TON	\$34.43	\$85,730.70
15	SP, SS, & 406	ASPHALT BINDER (PG 76-22) IN ACHM BINDER COURSE (1")	104	TON	\$927.09	\$96,417.36
16	SP, SS, & 407	MINERAL AGGREGATE IN ACHM SURFACE COURSE (1/2")	2142	TON	\$37.58	\$80,496.36
17	SP, SS, & 407	ASPHALT BINDER (PG 76-22) IN ACHM SURFACE COURSE (1/2")	113	TON	\$960.85	\$108,576.05
18	412	COLD MILLING ASPHALT PAVEMENT	1048	SQ. YD.	\$4.42	\$4,632.16
19	SP, SS, & 414	ASPHALT CONCRETE PATCHING FOR MAINTENANCE OF TRAFFIC	15	TON	\$110.64	\$1,659.60
20	SP, SS, & 415	ACHM PATCHING OF EXISTING ROADWAY	15	TON	\$118.66	\$1,779.90
21	504	APPROACH SLABS	30.72	CU. YD.	\$300.00	\$9,216.00
22	504	APPROACH SLABS (TYPE SPECIAL)	30.6	CU. YD.	\$300.00	\$9,180.00
23	504	APPROACH GUTTERS (TYPE C)	26.31	CU. YD.	\$300.00	\$7,893.00
24	504	APPROACH GUTTERS (TYPE SPECIAL 1)	17.2	CU. YD.	\$350.00	\$6,020.00
25	504	APPROACH GUTTERS (TYPE SPECIAL 2)	13.8	CU. YD.	\$300.00	\$4,140.00
26	601	MOBILIZATION	1	LUMP SUM	\$300,000.00	\$300,000.00
27	SP & 602	FURNISHING FIELD OFFICE	1	EACH	\$7,500.00	\$7,500.00
28	SP, SS, & 603	MAINTENANCE OF TRAFFIC	1	LUMP SUM	\$100,000.00	\$100,000.00
29	SS & 604	SIGNS	709	SQ. FT.	\$15.00	\$10,635.00
30	SS & 604	BARRICADES	64	LIN. FT.	\$30.00	\$1,920.00
31	SS & 604	TRAFFIC DRUMS	38	EACH	\$65.00	\$2,470.00
32	SS & 604	FURNISHING AND INSTALLING PRECAST CONCRETE BARRIER	3260	LIN. FT.	\$30.00	\$97,800.00
33	SS & 604	RELOCATING PRECAST CONCRETE BARRIER	1240	LIN. FT.	\$10.00	\$12,400.00
34	SS & 604	CONSTRUCTION PAVEMENT MARKINGS	270	LIN. FT.	\$1.00	\$270.00
35	604	REMOVABLE CONSTRUCTION PAVEMENT MARKINGS	4325	LIN. FT.	\$1.50	\$6,487.50
36	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS	3735	LIN. FT.	\$1.00	\$3,735.00
37	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	2	EACH	\$75.00	\$150.00
38	SP, SS, & 604	PORTABLE CHANGEABLE MESSAGE SIGN	117	WEEK	\$175.00	\$20,475.00
39	605	CONCRETE DITCH PAVING (TYPE B)	461	SQ. YD.	\$36.00	\$16,596.00
40	SS & 606	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	84	LIN. FT.	\$45.00	\$3,780.00

41	SS & 606	22" X 14" REINFORCED CONCRETE ARCH PIPE CULVERTS (CLASS III)	108	LIN. FT.	\$90.00	\$9,720.00
42	606	18" SAFETY END SECTIONS FOR CROSS DRAIN PIPE CULVERTS (CLASS 2)	1	EACH	\$1,100.00	\$1,100.00
43	606	18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	\$1,200.00	\$1,200.00
44	606	22" X 14" FLARED END SECTIONS FOR REINFORCED CONCRETE ARCH PIPE CULVERTS	4	EACH	\$1,800.00	\$7,200.00
45	606	SELECTED PIPE BEDDING	25	CU. YD.	\$18.00	\$450.00
46	606	SELECTED PIPE BACKFILL	50	CU. YD.	\$9.50	\$475.00
47	609	DROP INLETS (TYPE C)	1	EACH	\$4,200.00	\$4,200.00
48	609	DROP INLET EXTENSIONS (8)	1	EACH	\$1,200.00	\$1,200.00
49	SS & 617	GUARDRAIL (TYPE A)	950	LIN. FT.	\$22.25	\$21,137.50
50	SS & 617	TERMINAL ANCHOR POSTS (TYPE 1)	2	EACH	\$575.00	\$1,150.00
51	SS & 617	GUARDRAIL TERMINAL (TYPE 2)	1	EACH	\$2,500.00	\$2,500.00
52	SS & 617	THRIE BEAM GUARDRAIL TERMINAL	3	EACH	\$2,275.00	\$6,825.00
53	620	LIME	6	TON	\$15.00	\$90.00
54	620	SEEDING	2.82	ACRE	\$1,500.00	\$4,230.00
55	620	MULCH COVER	5.64	ACRE	\$1,500.00	\$8,460.00
56	SS & 620	WATER	350.9	M.GAL.	\$10.00	\$3,509.00
57	SP	MOWING	6.04	ACRE	\$107.99	\$652.26
58	621	TEMPORARY SEEDING	2.82	ACRE	\$500.00	\$1,410.00
59	621	SILT FENCE	2647	LIN. FT.	\$3.50	\$9,264.50
60	621	SAND BAG DITCH CHECKS	302	BAG	\$10.00	\$3,020.00
61	621	SEDIMENT REMOVAL AND DISPOSAL	98	CU. YD.	\$9.50	\$931.00
62	621	ROCK DITCH CHECKS	66	CU. YD.	\$32.00	\$2,112.00
63	623	SECOND SEEDING APPLICATION	2.82	ACRE	\$350.00	\$987.00
64	624	SOLID SODDING	453	SQ. YD.	\$10.00	\$4,530.00
65	631	CONCRETE BARRIER WALL (PARAPET TYPE SPECIAL)	165	LIN. FT.	\$255.00	\$42,075.00
66	632	CONCRETE ISLAND	53	SQ. YD.	\$42.00	\$2,226.00
67	633	CONCRETE WALKS	27	SQ. YD.	\$36.00	\$972.00
68	634	CONCRETE CURB (TYPE A)	249	LIN. FT.	\$12.00	\$2,988.00
69	634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	749	LIN. FT.	\$12.00	\$8,988.00
70	635	ROADWAY CONSTRUCTION CONTROL	1	LUMP SUM	\$20,000.00	\$20,000.00
71	641	WHEELCHAIR RAMPS (TYPE 3)	12	SQ. YD.	\$150.00	\$1,800.00
72	SP & 701	SYSTEM LOCAL CONTROLLER TS 2-TYPE 2 (8 PHASES)	1	EACH	\$25,325.00	\$25,325.00
73	SP	LOCAL RADIO WITH ANTENNA	1	EACH	\$3,085.00	\$3,085.00
74	SP	ANTENNA CABLE (TYPE 6)	60	LIN. FT.	\$4.56	\$273.60
75	SP & 706	TRAFFIC SIGNAL HEAD, LED, (3 SECTION, 1 WAY)	8	EACH	\$825.00	\$6,600.00
76	SP & 706	TRAFFIC SIGNAL HEAD, LED, (4 SECTION, 1 WAY)	1	EACH	\$1,075.00	\$1,075.00
77	SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	2	EACH	\$710.00	\$1,420.00
78	708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	719	LIN. FT.	\$1.15	\$826.85
79	708	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	457	LIN. FT.	\$3.15	\$1,439.55
80	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., EGC)	333	LIN. FT.	\$1.25	\$416.25

81	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12 A.W.G., EGC)	106	LIN. FT.	\$0.95	\$100.70
82	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6 A.W.G.)	66	LIN. FT.	\$1.85	\$122.10
83	SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	569	LIN. FT.	\$1.00	\$569.00
84	709	GALVANIZED STEEL CONDUIT (1.25")	11	LIN. FT.	\$12.50	\$137.50
85	710	NON-METALLIC CONDUIT (1.25")	55	LIN. FT.	\$8.15	\$448.25
86	710	NON-METALLIC CONDUIT (3")	239	LIN. FT.	\$21.15	\$5,054.85
87	SS & 711	CONCRETE PULL BOX (TYPE 2 HD)	4	EACH	\$815.00	\$3,260.00
88	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (0')	1	EACH	\$10,015.00	\$10,015.00
89	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (28')	1	EACH	\$10,295.00	\$10,295.00
90	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (32')	1	EACH	\$11,040.00	\$11,040.00
91	SS & 714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (36')	1	EACH	\$6,825.00	\$6,825.00
92	SP	LUMINAIRE ASSEMBLY	4	EACH	\$435.00	\$1,740.00
93	SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	1	EACH	\$4,995.00	\$4,995.00
94	SS & 718	REFLECTORIZED PAINT PAVEMENT MARKING WHITE (12")	22	LIN. FT.	\$5.00	\$110.00
95	SS & 718	REFLECTORIZED PAINT PAVEMENT MARKING YELLOW (4")	576	LIN. FT.	\$2.00	\$1,152.00
96	SS & 718	REFLECTORIZED PAINT PAVEMENT MARKING YELLOW (12")	99	LIN. FT.	\$5.00	\$495.00
97	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (4")	2294	LIN. FT.	\$1.65	\$3,785.10
98	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	189	LIN. FT.	\$3.10	\$585.90
99	SS & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	654	LIN. FT.	\$4.75	\$3,106.50
100	SS & 719	THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	333	LIN. FT.	\$1.65	\$549.45
101	SS & 719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	7	EACH	\$200.00	\$1,400.00
102	SS & 719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	11	EACH	\$125.00	\$1,375.00
103	SP & 719	INVERTED PROFILE THERMOPLASTIC PAVEMENT MARKING WHITE (4")	3956	LIN. FT.	\$7.50	\$29,670.00
104	SP & 719	INVERTED PROFILE THERMOPLASTIC PAVEMENT MARKING WHITE (8")	1108	LIN. FT.	\$14.50	\$16,066.00
105	SP & 719	INVERTED PROFILE THERMOPLASTIC PAVEMENT MARKING YELLOW (4")	1646	LIN. FT.	\$7.50	\$12,345.00
106	SP & 719	INVERTED PROFILE THERMOPLASTIC CONTRAST PAVEMENT MARKING WHITE (4")	900	LIN. FT.	\$25.00	\$22,500.00
107	SP & 719	INVERTED PROFILE THERMOPLASTIC CONTRAST PAVEMENT MARKING YELLOW (4")	868	LIN. FT.	\$22.00	\$19,096.00
108	721	RAISED PAVEMENT MARKERS (TYPE II)	135	EACH	\$22.00	\$2,970.00
109	804	REINFORCING STEEL-ROADWAY (GRADE 60)	12912	POUND	\$1.10	\$14,203.20
110	SP	18" STREET NAME SIGN	1	EACH	\$385.00	\$385.00
111	SP	TEMPORARY IMPACT ATTENUATION BARRIER	6	EACH	\$7,500.00	\$45,000.00
112	SP	TEMPORARY IMPACT ATTENUATION BARRIER (REPAIR)	6	EACH	\$500.00	\$3,000.00

113	SS & 732	CRASH CUSHION	1	EACH	\$20,000.00	\$20,000.00
114	SP & 733	VIDEO DETECTOR (CLR)	5	EACH	\$3,200.00	\$16,000.00
115	733	VIDEO CABLE	607	LIN. FT.	\$3.80	\$2,306.60
116	733	VIDEO MONITOR (CLR)	1	EACH	\$295.00	\$295.00
117	SP & 733	VIDEO PROCESSOR, EDGE CARD (2 CAMERA)	3	EACH	\$770.00	\$2,310.00
118	SP & 733	VEHICLE DETECTOR RACK (16 CHANNEL)	1	EACH	\$1,485.00	\$1,485.00
119	SP	CONCRETE RETAINING WALL	124	SQ. FT.	\$40.00	\$4,960.00
120	SP	MSE RETAINING WALL	3512	SQ. FT.	\$32.00	\$112,384.00
121	816	FILTER BLANKET	30	SQ. YD.	\$4.00	\$120.00
122	816	DUMPED RIPRAP	15	CU. YD.	\$50.00	\$750.00
123	SP	VIDEO EDGE CARD EXTENDER	1	EACH	\$580.00	\$580.00
124	SP	BRIDGE LIGHTING	1	LUMP SUM	\$95,000.00	\$95,000.00
125	636	BRIDGE CONSTRUCTION CONTROL	1	LUMP SUM	\$38,000.00	\$38,000.00
126	SP	CLEANING AND PAINTING EXISTING STRUCTURAL STEEL	194	TON	\$304.00	\$58,976.00
127	801	UNCLASSIFIED EXCAVATION FOR STRUCTURES-BRIDGE	428	CU. YD.	\$105.00	\$44,940.00
128	802	CLASS S CONCRETE - BRIDGE	547.2	CU. YD.	\$500.00	\$273,600.00
129	802	CLASS S(AE) CONCRETE - BRIDGE	858.4	CU. YD.	\$575.00	\$493,580.00
130	SP	TEXTURED COATING FINISH	2764.6	SQ. YD.	\$19.50	\$53,909.70
131	803	CLASS 1 PROTECTIVE SURFACE TREATMENT	67.1	GAL.	\$80.00	\$5,368.00
132	804	REINFORCING STEEL-BRIDGE (GRADE 60)	102530	POUND	\$0.95	\$97,403.50
133	804	EPOXY COATED REINFORCING STEEL (GRADE 60)	223020	POUND	\$1.00	\$223,020.00
134	805	STEEL PILING (HP 12X53)	275	LIN. FT.	\$80.00	\$22,000.00
135	SP	CORING DRILLED SHAFT	92	LIN. FT.	\$100.00	\$9,200.00
136	SP	DRILLED SHAFT (96" DIAMETER)	92	LIN. FT.	\$1,650.00	\$151,800.00
137	SP	CROSSHOLE SONIC LOGGING (98" DIAMETER)	5	EACH	\$3,500.00	\$17,500.00
138	805	PREBORING	178	LIN. FT.	\$115.00	\$20,470.00
139	807	STRUCTURAL STEEL IN BEAM SPANS (M270-GR50W)	1354640	POUND	\$1.98	\$2,682,187.20
140	808	ELASTOMERIC BEARINGS	21028	CU. IN.	\$2.65	\$55,724.20
141	SP	ARMORED JOINT WITH NEOPRENE STRIP SEAL	64	LIN. FT.	\$250.00	\$16,000.00
142	812	BRIDGE NAME PLATE (TYPE D)	1	EACH	\$250.00	\$250.00
143	816	CONCRETE RIPRAP	12	CU. YD.	\$500.00	\$6,000.00
TOTAL AMOUNT BID						\$6,303,828.48

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

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

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

A. Required Bid security in the form of a ~~certified or bank cashier's check or a Bid Bond~~ and in the amount of 5% of Bid Dollars (\$ 5% of Bid).

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

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

GLEN ROBERTSON, VICE PRESIDENT
EMERY SAPP & SONS, INC.
2602 N. STADIUM BLVD, COLUMBIA, MO 65203
Phone No. 573-445-8331
FAX No. 573-445-0266

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

SUBMITTED on NOVEMBER 2, 2012.

Arkansas State Contractor License No. 0133390413

(Not required for Federal Aid projects.)

If Bidder is:

An Individual

~~Name (type or printed): _____
By: _____ (SEAL)
(Individual's Signature)
Doing business as: _____
Business address: _____

Phone No.: _____ FAX No.: _____~~

A Partnership

~~Partnership Name: _____ (SEAL)
By: _____
(Signature of general partner – attach evidence of authority to sign)
Name (type or print): _____
Business address: _____

Phone No.: _____ FAX No.: _____~~

A Corporation

Corporation Name: EMERY SAPP & SONS, INC (SEAL)

State of Incorporation: MISSOURI

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

GENERAL BUSINESS - CONSTRUCTION

By: Glen Robertson

(Signature – attach evidence of authority to sign)

Name (type or printed): Glen Robertson

Title: Vice President

(CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Business address: 2602 N. STADIUM BLVD

COLUMBIA, MO 65202

Phone No.: 573-445-8331 FAX No.: 573-445-0266

END OF DOCUMENT 00400

DOCUMENT 00500 – AGREEMENT

BETWEEN THE CITY OF FAYETTEVILLE AND CONTRACTOR

Contract Name: Job 040535
Fulbright Expwy./ Hwy. 71B Flyover
(Fayetteville)(S)
Washington County
F.A.P. HPP2-2816(2) & F.A.P. HPP2-3757(1)

Contract No.: 12-68

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012 by and between City of Fayetteville (hereinafter called Owner) and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work under this Contract includes, but is not limited to:

Construction of an 810'2" superelevated fly-over bridge comprised of a 572' composite plate girder unit and a 236' composite plate girder unit, 1,354,640 lbs of steel beams, 325,550 lbs of grade 60 steel, 1,405 CY of Class S and/or S(AE) concrete, and bridge lighting. The project also contains 4,300CY of unclassified excavation, 9,624 CY of compacted embankment, 4,849 tons of ACHM, and traffic signal poles and equipment, and miscellaneous items necessary for the work.

Refer to section 00400 Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract has been designed by JACOBS ENGINEERING GROUP, INC. (Jacobs). Jacobs assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **501** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **546** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Thousand Five Hundred Dollars (\$2,500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Thousand Five Hundred Dollars (\$2,500.00) for each

DOCUMENT 00500 – AGREEMENT (continued)

calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The City of Fayetteville agrees to pay, and Contractor agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (Bid Form) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer. on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall

DOCUMENT 00500 – AGREEMENT (continued)

determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 95% of Work Completed (with the balance being retainage); and
- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

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

ARTICLE 6 - CONTRACTOR 'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

- D. Contractor has carefully studied all:
- (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings

DOCUMENT 00500 – AGREEMENT (continued)

identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - d. Federal funding documentation.
 - 3. Performance, Payment, and other Bonds.

DOCUMENT 00500 – AGREEMENT (continued)

4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with the cover sheet bearing the following title:

Fulbright Expwy./ Hwy. 71B Flyover
(Fayetteville)(S)
Washington County
F.A.P. HPP2-2816(2) & F.A.P. HPP2-3757(1)
Job 040535
8. Addenda numbers _____ () to _____ (____), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be

DOCUMENT 00500 – AGREEMENT (continued)

assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 **SUCCESSORS AND ASSIGNS:**

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

8.04 **SEVERABILITY:**

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

8.05 **OTHER PROVISIONS:** Not Applicable.

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

DOCUMENT 00500 – AGREEMENT (continued)

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

CONTRACTOR

CITY OF FAYETTEVILLE

By: _____

By: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

Attest _____

Attest _____

Address for giving notices

Address for giving notices

License No. _____

(attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

Agent for Service of process

(If Contractor is a corporation, attach evidence of authority to sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500