

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

6-Aug-13

City Council Meeting Date Agenda Items Only

David Jurgens Submitted By

Water and Sewer Division

Utilities Department

Action Required:

Approval of a construction contract with General Construction Solutions, Inc. for \$108,982.00 for Construction of FEMA Project, Location 22 Sanitary Sewer, construction in the vicinity of the entrance to the Cliffs apartments to repair sewer line damage cause by flooding in the spring of 2011, Bid 13-38, approval of a \$10,000 contingency, and approval of a budget adjustment.

\$ 118,982 Cost of this request
5400-5700-5315.00 Account Number
11020.5400 Project Number

\$ 452,410 Category / Project Budget
\$ 37,541 Funds Used to Date
\$ 414,870 Remaining Balance

FEMA 2011 Contracts Program Category / Project Name
2011 FEMA Program / Project Category Name
Disaster/Replacement Fund Name

Budgeted Item [X]

Budget Adjustment Attached [X]

[Signature] Department Director

19 July 13 Date

Previous Ordinance or Resolution #

[Signature] City Attorney

7-19-13 Date

Original Contract Date:

Original Contract Number:

Paul a. Behn Finance and Internal Services Director

7-22-2013 Date

Received in City Clerk's Office 07-19-13 10:27 RCVD [Signature]

[Signature] Chief of Staff

7-22-13 Date

Received in Mayor's Office ENTERED 7/19/13 PH

[Signature] Mayor

7/22/13 Date


Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
 Fayetteville Water and Sewer Committee



Date: July 15, 2013

Subject: Approval of construction contract with General Construction Solutions, Inc. for sewer construction to repair sewer line damage from flooding in the spring of 2011

RECOMMENDATION

City Administration recommends approval of a construction contract with General Construction Solutions, Inc. for \$108,982.00 for Construction of FEMA Project, Location 22 Sanitary Sewer, construction in the vicinity of the entrance to the Cliffs apartments to repair sewer line damage cause by flooding in the spring of 2011, Bid 13-38, approval of a \$10,000 contingency, and approval of a budget adjustment.

BACKGROUND

In spring 2011, the City experienced a period of extensive rainfall and suffered severe flooding. The incident was declared a national disaster by the President. Since the declaration, the City has been working with FEMA to obtain partial reimbursement of the costs incurred to respond to the event and to perform permanent repairs to infrastructure damaged by the event. FEMA will reimburse the City 75% of eligible costs. The State of Arkansas will reimburse the City 12.5% of eligible costs. The City's portion is also 12.5%, plus any costs for improvements.

The City's water and sewer systems experienced a wide variety of damage from the flooding, including some locations where the water or sewer lines completely washed out. Almost of these failures have been repaired using in-house crews. In order to meet the Federal Emergency Management Agency's (FEMA) requirements for reimbursement, eligible repairs must be completed within a certain timeframe.

DISCUSSION

This contract is to install 266 feet of 12" ductile iron sewer pipe and two manholes across the Cliffs driveway. The existing pipe is an old 10" clay pipeline with a very poor alignment. This project installs a 12" pipe to allow for future growth, and significantly improves the alignment. There are very challenging utilities and storm drainage conflicts in this area, and the excavation will be approximately 17 feet deep. These factors significantly increase the project difficulty. The City received three bids July 16th.

Bidder	Bid
General Construction Solutions, Inc.	\$ 108,982.00
Fochtman Enterprises, Inc.	\$ 190,940.00
Goodwin & Goodwin, Inc.	\$ 189,473.00
Engineer's Estimate	\$ 120,000.00

General Construction Solutions meets the bid requirements; staff recommends awarding the contract.

BUDGET IMPACT

Much of these project costs will be reimbursed by FEMA and the Arkansas Department of Emergency Management (ADEM). Costs above the FEMA/ADEM reimbursement will be covered by project 02017, Sanitary Sewer Rehabilitation.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-38 AND APPROVING A CONTRACT WITH GENERAL CONSTRUCTION SOLUTIONS, INC. IN THE AMOUNT OF \$108,982.00 FOR CONSTRUCTION OF SANITARY SEWER REPAIRS IN THE VICINITY OF THE CLIFFS APARTMENTS DUE TO SPRING 2011 FLOODING, APPROVING A \$10,000.00 PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-38 and approves a contract with General Construction Solutions, Inc. in the amount of \$108,982.00 for construction of sanitary sewer repairs in the vicinity of The Cliffs apartments due to Spring 2011 flooding and further approves a \$10,000.00 project contingency.

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 6th day of August, 2013.

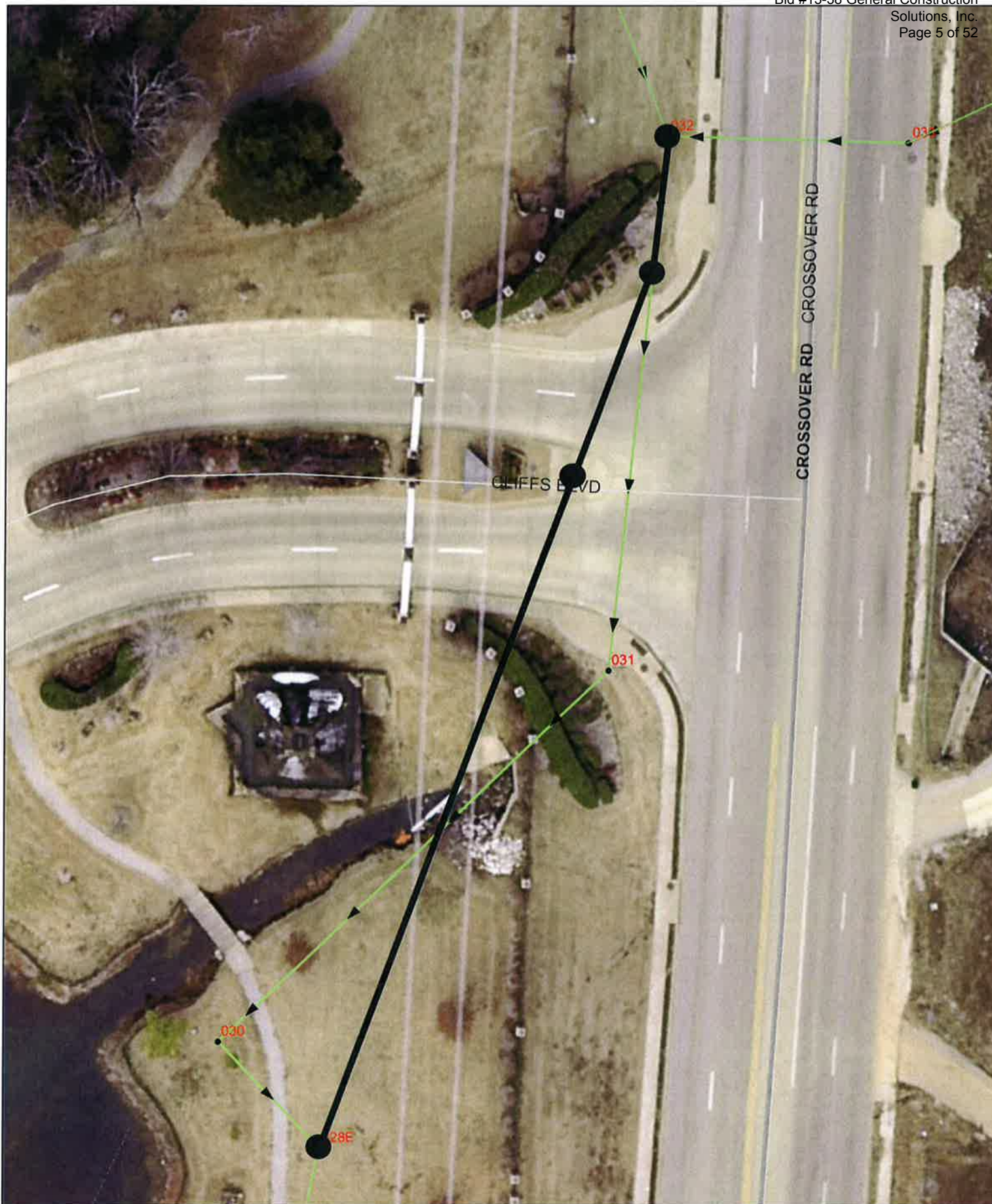
APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Cliffs Sewer Line Replacement



LEGEND
New Sewer ●—●
Existing Sewer ●—▲—●



SECTION 0500

AGREEMENT BETWEEN CITY OF FAYETTEVILLE AND GENERAL CONSTRUCTION SOLUTIONS, INC.

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 _____ by and between the **CITY OF FAYETTEVILLE** and **GENERAL CONSTRUCTION SOLUTIONS, INC.**

1. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

FEMA PROJECT – LOCATION 22 SANITARY SEWER

2. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **60** calendar days. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$500** for each calendar day thereafter that the **WORK** is not complete.
4. **GENERAL CONSTRUCTION SOLUTIONS, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Information for Bidders
 - 5.3 Supplemental Information for Bidders
 - 5.4 Bid Proposal
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and General Construction Solutions, Inc.
 - 5.7 Performance and Payment Bond
 - 5.8 General Conditions
 - 5.9 Prevailing Wage Rates
 - 5.10 Notice of Award
 - 5.11 Notice to Proceed
 - 5.12 Project Manual
 - 5.13 Addenda Numbers: NONE.
 - 5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GENERAL CONSTRUCTION SOLUTIONS, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. **MISCELLANEOUS**
 - 8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
 - 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
 - 8.3. **CITY OF FAYETTEVILLE** and **GENERAL CONSTRUCTION SOLUTIONS, INC.** each binds itself, its 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.
 - 8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.
 - 8.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
 - 8.6. **Freedom of Information Act.** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, **GENERAL CONSTRUCTION SOLUTIONS, INC.** will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and GENERAL CONSTRUCTION SOLUTIONS, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to **GENERAL CONSTRUCTION SOLUTIONS, INC.** All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and **GENERAL CONSTRUCTION SOLUTIONS, INC.** or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

GENERAL CONSTRUCTION SOLUTIONS, INC.

BY _____
Mayor Lioneld Jordan

BY J. Holy Lyles

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST Ray M

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

1951 Electric Ave.
Springdale, AR 72764

License No. 0214550414

Agent for service of process: _____

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

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END OF SECTION 0500

The undersigned acting as incorporators of a corporation under the ARKANSAS BUSINESS CORPORATION ACT (ACT 958 OF 1987), adopt the following Articles of Incorporation of such Corporation:

First: The name of the Corporation is:

GENERAL CONSTRUCTION SOLUTIONS, INC.

Must contain the words "Corporation", "Incorporated", "Company", "Limited", or the abbreviation "Corp.", "Inc.", "Co.," or "Ltd." or words or abbreviations of like import in another language.

Second: The number of shares which the Corporation shall have the authority to issue is:

*

100 share(s).

The par value of each share is 1

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value are as follows:

No. of Shares	Class	Series (if any)	Par Value Per Share Or Statement That Shares Are Without Par Value
100	A		\$1.00

Third: The street address of the initial registered office of this Corporation shall be located at:

Street Address 1695 ELECTRIC AVE.

City: SPRINGDALE

State: AR **ZIP:** 72764-

and the name of the initial registered agent of this Corporation at that address is:

WES TAYLOR

Fourth: The name and address of each incorporator is as follows:

Name 1 WES TAYLOR

Address 1 1695 ELECTRIC AVE.,
SPRINGDALE, AR 72764

Name 2 DAVID FISHER

Address 2 PO BOX 570 BENTONVILLE, AR
72712

Name 3

Address 3

Fifth: The nature of the business of the Corporation and the object

or purposes proposed to be transacted, promoted or carried on by it, are as follows:

- (a) The primary purpose of the Corporation shall be:
CONSTRUCTION.
- (b) To conduct any business enterprise not contrary to law.
- (c) To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

Sixth: Executed this 25th day of January, 2010

Signature: DAVID FISHER

Title: INCORPORATOR
(Pres., other officer, Chairman of the Board or by Incorporator pending elections of corporate officers)



Bid 13-38, Construction - FEMA Project, Location 22 Sanitary Sewer

Line Item #	Description	Qty	Unit	Fochtman Enterprises, Inc.		General Construction Solutions, Inc.		Goodwin & Goodwin, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,200.00	\$ 5,200.00	\$ 25,000.00	\$ 25,000.00
2	Trench & Safety Systems	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 19,500.00	\$ 19,500.00	\$ 10,000.00	\$ 10,000.00
3	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,475.34	\$ 1,475.34	\$ 5,000.00	\$ 5,000.00
4	12" SDR-26 PVC Sewer Pipe	61	LF	\$ 200.00	\$ 12,200.00	\$ 96.98	\$ 5,915.78	\$ 125.00	\$ 7,625.00
5	18" DIP Sewer Pipe, Protecto 401 Lined	206	LF	\$ 300.00	\$ 61,800.00	\$ 207.06	\$ 42,654.36	\$ 230.00	\$ 47,380.00
6	30" Diameter Steel Encasement, Direct Bury	42	LF	\$ 400.00	\$ 16,800.00	\$ 266.54	\$ 11,194.68	\$ 500.00	\$ 21,000.00
7	48" Diameter Manhole	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,687.66	\$ 5,375.32	\$ 3,500.00	\$ 7,000.00
8	48" Diameter Manhole, Extra Depth	14	VF	\$ 400.00	\$ 5,600.00	\$ 153.40	\$ 2,147.60	\$ 350.00	\$ 4,900.00
9	Connect to Existing Manhole and Plug Existing Line	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,534.60	\$ 3,069.20	\$ 1,500.00	\$ 3,000.00
10	Concrete Pavement/Sidewalk	12	SY	\$ 600.00	\$ 7,200.00	\$ 104.78	\$ 1,257.36	\$ 500.00	\$ 6,000.00
11	Fence Repair/Replacement	25	LF	\$ 400.00	\$ 10,000.00	\$ 136.50	\$ 3,412.50	\$ 700.00	\$ 17,500.00
12	Abandon Existing Manhole	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,301.63	\$ 2,603.26	\$ 1,000.00	\$ 2,000.00
13	Plug and Remove Existing Sewer Line Stream Crossing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,612.00	\$ 1,612.00	\$ 2,000.00	\$ 2,000.00
14	Topsoil/Sod/Landscape Replacement	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 1,482.00	\$ 1,482.00	\$ 30,000.00	\$ 30,000.00
15	Acceptance Inspection by CCTV	267	LF	\$ 20.00	\$ 5,340.00	\$ 7.80	\$ 2,082.60	\$ 4.00	\$ 1,068.00
				TOTAL	\$ 190,940.00	TOTAL	\$ 108,982.00	TOTAL	\$ 189,473.00

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

CERTIFIED:

P. U. Vice
P. VICE, PURCH MGR

Andrew Jones
WITNESS

9/16/2013
DATE

BID: 13-38
DATE: 07/16/2013
TIME: 10:00 AM

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for sixty (60) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **BID**, **BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER HAS EXAMINED ALL CONTRACT DOCUMENTS** (including but not limited to **Invitation to Bid, Information for Bidders, and Supplemental Information for Bidders**) and the following **ADDENDA**: None A. 11/16/14

Failure to list all necessary Agenda issued by the **CITY OF FAYETTEVILLE** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID**, **BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID**, **BIDDER** represents, that 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. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE**.

All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents**.

Attached to this **BID FORM** is the required Bid Security in the form of a Corporate Bid Bond or Cashier's Check in the amount of five (5) percent of the Total Bid Amount.

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 0500 - Contract.

TAXES

The **BIDDER** agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

Signature J. Woby Lyke Title President

INSURANCE AND BONDING REQUIREMENTS

The **BIDDER** hereby acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the **General Conditions**. If awarded a construction contract, the **BIDDER** agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date the award is made.

Signature J. Woby Lyke Title President

MEASUREMENT AND PAYMENT

The Bidder hereby acknowledges that he/she has read and understands Section 0900 - Measurement and Payment completely prior to completing this Bid Form.

Signature J. Woby Lyke Title President

The **BIDDER** agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the **Contract Documents** and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The **BIDDER** agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the **Contract Documents**.

BIDDER submitting this **BID** is:

A Corporation, incorporated in the State of Arkansas

A Partnership, consisting of the following partners, whose full names are: _____

An Individual whose full name is: _____

General Construction Solutions, Inc.
General Contractor (Firm Name)

J. W. W. W.
Signed By

President
Title

7/16/2013
Date

1951 Electric Ave.
Address

Springdale AR 72764

(479) 751-8868 - (479) 751-7650
Telephone Number & Fax

0214550914
Contractor's License Number

SECTION 0310 - BID PROPOSAL

<u>Item</u>	<u>Approx.</u>	<u>Unit Price In</u>	
<u>No.</u> <u>Item Description</u>	<u>Qty.</u> <u>Unit</u>	<u>Figures</u>	<u>Total</u>
1 Mobilization	1 LS		
		<u>\$ 5,200.⁰⁰</u>	<u>\$ 5,200.⁰⁰</u>
2 Trench & Safety Systems	1 LS		
		<u>\$ 19,500.⁰⁰</u>	<u>\$ 19,500.⁰⁰</u>
3 Erosion Control	1 LS		
		<u>\$ 1,475.³⁴</u>	<u>\$ 1,475.³⁴</u>
4 12" SDR-26 PVC Sewer Pipe	61 LF		
		<u>\$ 96.98</u>	<u>\$ 5,915.⁷⁸</u>
5 18" DIP Sewer Pipe, Protecto 401 Lined	206 LF		
		<u>\$ 207.⁰⁰</u>	<u>\$ 42,654.³⁶</u>
6 30" Diameter Steel Encasement, Direct Bury	42 LF		
		<u>\$ 266.⁵⁴</u>	<u>\$ 11,194.⁶⁸</u>
7 48" Diameter Manhole	2 EA		
		<u>\$ 2,687.⁰⁰</u>	<u>\$ 5,375.³²</u>
8 48" Diameter Manhole, Extra Depth	14 VF		
		<u>\$ 153.⁴⁰</u>	<u>\$ 2,147.⁶⁰</u>

SECTION 0310 - BID PROPOSAL

<u>Item</u>	<u>Approx.</u>	<u>Unit Price In</u>	
<u>No.</u> <u>Item Description</u>	<u>Qty.</u> <u>Unit</u>	<u>Figures</u>	<u>Total</u>
9 Connect to Existing Manhole and Plug Existing Line	2 EA		
<u>one thousand five hundred thirty-four</u> ^{four} <u>dollars</u>	<u>60/100</u>	<u>\$ 1534.⁶⁰</u>	<u>\$ 3,069.²⁰</u>
10 Concrete Pavement / Sidewalk	12 SY		
<u>one hundred four dollars</u> <u>dollars</u>		<u>\$ 104.⁷⁵</u>	<u>\$ 1,257.³⁰</u>
11 Fence Repair / Replacement	25 LF		
<u>one hundred thirty-six</u> ^{50/100} <u>dollars</u>		<u>\$ 136.⁵⁰</u>	<u>\$ 3,412.⁵⁰</u>
12 Abandon Existing Manhole	2 EA		
<u>one thousand three hundred one</u> <u>dollars</u> ^{03/100}		<u>\$ 1,301.⁰³</u>	<u>\$ 2,603.²⁰</u>
13 Plug and Remove Existing Sewer Line Stream Crossing	1 LS		
<u>one thousand six hundred twelve</u> <u>dollars</u>		<u>\$ 1,612.⁰⁰</u>	<u>\$ 1,612.⁰⁰</u>
14 Topsoil / Sod / Landscape Replacement	1 LS		
<u>one thousand four hundred eighty-two</u> <u>dollars</u> ^{two}		<u>\$ 1,482.⁰⁰</u>	<u>\$ 1,482.⁰⁰</u>
15 Acceptance Inspection by CCTV	267 LF		
<u>seven</u> <u>dollars</u> ^{80/100}		<u>\$ 7.⁸⁰</u>	<u>\$ 2,082.⁶⁰</u>
Total Bid		<u>\$ 108,982.⁰⁰</u>	

SECTION 0312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
General Construction Solutions, Inc. as Principal, and
U.S Specialty Insurance Company as Surety, are
hereby held and firmly bound unto the City of Fayetteville in the penal sum of
Twelve Thousand Five Hundred and no/100ths Dollars for payment of which, well and truly
to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the
City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a
contract in writing, for Project BID 13-38, Construction-FEMA Project, Location 22 Sanitary Sewer in
Fayetteville, AR

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall
execute and deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing labor or
furnishing materials in connection therewith, and shall in all other respects perform
the agreement created by the acceptance of said BID, then this obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this 12th day of July, 2013.

General Construction Solutions, Inc.



(Principal)

U.S Specialty Insurance Company

(Surety)

By: 
Lynn Macchi Attorney-In-Fact

END OF SECTION 0312

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jean Paulus or Lynn Macchi of Glendale, Arizona

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ **3,000,000.00**)**.

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

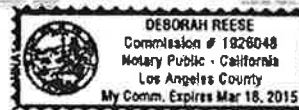
State of California

County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *Deborah Reese* (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of July, 2013.

Corporate Seals



Bond No. Bid Bond
Agency No. 9050

[Signature]
Jeannie Lee, Assistant Secretary

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END OF SECTION 0311

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder. *General Construction Solutions, Inc.*
2. Permanent main office address. *1951 Electric Ave, Springdale, AR 72764*
3. When organized. *2010*
4. If a corporation, where incorporated. *AR*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *3 years*
6. Have you ever failed to complete any work awarded to you. (If so, where and why?) *NO*
7. Have you ever defaulted on a contract? (If so, where and why?) *NO*
8. List the last five (5) projects of the similar size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers. *See Attached*
9. Give bonding agent and limit. *Surety Placement - \$5,000,000*
10. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311. *5%*

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

General Construction Solutions, Inc.

(Name of Bidder)

By: *J. Holy*

Title: *President*

Damona Horton
My Commission Expires 3/15/2020





1951 Electric Avenue
Springdale, AR 72764
Phone (479) 751-8868
Fax (479) 751-7650

General Construction Solutions, Inc.

References:

Swanson's Welding & Fabrication
1921 Ford Ave.

Springdale, Arkansas 72764

Robert Swanson, President, Cell#: 479-422-0474, Email: robert@swansonswelding.com

Hayzen Guynn, Tyson Foods Cell#: 479-856-1733, Email: Hayzen.guynn@tyson.com

Brad Walker, Tyson Foods Cell#: 479-422-1306, Email: brad.walker@tyson.com

Job # 1028 thru 1056 Tyson Mexican Org. Grading & Concrete 8/2012 \$368,105.00

Commerce Construction Company, Inc.

695 North 40th Street

Springdale, AR 72762

Steve Marshall, Project Manager, Cell#: 479-871-6928, Email: steve@ccinwa.com

Job 1047 Parkhill Clinic at Premier, Site work & parking lot 11/2012 \$125,230.00

City of Highfill

15036 W. Highway 12

Highfill, Arkansas 72734

James Wiand, Manager, Phone#: 479-736-5711, Email: butch@highfillar.com

Job #1068 Smith Street Sewer, 221 L.F. of PVC Sewer Mains – 4/2013 \$32,914.00

Springdale Schools

PO Box 8

Springdale, AR 72765

Jim Reed - Phone#: 479-871-2807 Email: jreed@sdale.org

Job# 1072 Springdale Schools Warehouse Freezer Pad – 5/2013 \$50,262.12

Rabb's Construction Co., Inc.

224 South Main Street

Monticello, AR 71655

Ward Rabb, President, Phone#: 870-367-6905, Email: ward@rabbsconstruction.com

Job #1065 Atwoods – Lowell – Site Utilities, Grading & Concrete 6/2013 \$873,337.07



1951 Electric Avenue
Springdale, AR 72764
Phone (479) 751-8868
Fax (479) 751-7650

General Construction Solutions, Inc.

References:

Bella Vista Townhouse Association
PO Box 5301
Bella Vista, AR 72714
David Whittlesey
(479) 855-9328
Job 1020 Nantucket Retaining Wall 3/2012 \$34,179.96
Job 1024 Nantucket 2 – Drainage 3/2012 \$9,257.59

City of Rogers
301 Chestnut Street
Rogers, AR 72756
Steve Glass, Director of Transportation (479) 644-9452
Job 1023 Blossom Way Trail 6/2012 \$98,025.00

Springdale Water & Sewer Division
PO Box 769
Springdale, AR 72765
Rick Pulvirenti, Engineer (479) 601-4012
Leonard Gabbard, Engineer (479) 409-9259
Job 1022 Hwy 265 Water Line Relocation 6/2012 \$95,604.85

Arkansas Department of Parks & Tourism
1 Capitol Mall
Little Rock, AR
Alfredo Ordonez, Engineer (501) 537-9875
alfredo.ordonez@arkansas.gov
Marshall Ray, Inspector (501) 690-3936
Job 1026 Withrow Springs State Park – Flood Damage Repairs 6/2012 \$111,884.04



1951 Electric Avenue
Springdale, AR 72764
Phone (479) 751-8868
Fax (479) 751-7650

General Construction Solutions, Inc.

References:

Farmington Board of Education

42 S. Double Springs Rd.

Farmington, AR 72730

Bryan Law, Assistant Principle, Cell#: 479-387-7416, Email: blaw@farmcards.org

Reggie Higgs, Director of Maintenance Cell#: 479-790-6917

Job 1010 Sidewalks and Sign Improvements 8/2011 \$44,081.00

Job 1011 Courtyard 10/2011 \$14,100.00

Job 1012 Sidewalks 10/2011 \$15,900.00

City of Springdale-Arvest Ballpark NWA Naturals

P.O. Box 6817

Springdale, AR 72766

George Sisson, NWA Naturals Director of Stadium Operations

Cell: 716-450-9569

Email: george@nwanaturals.com

Job 1002 Wiffle Ball Field 3/2011 \$11,832.50

Job 1003 Concrete Slab 3/2011 \$17,980.00

Job 1015 Catch Base 12/2011 \$550.00

Job 1018 Main Concourse 2/12 \$19,950.00

City of Elm Springs

289 Jayroe Ave

Elm Springs, AR 72728

Jack Coleman, Director of Transportation, Cell: 479-684-8155

Mayor Ben Wall, Office: 479-248-7323

Job 1007 Drainage Improvements 6/2011 \$4,862.00

Oelke Construction Company

15931 Serenity Pt. Lane

Rogers, AR 72756

Tim Oelke, Owner Cell#: 479-616-2440 Email: tim@oelkeconstruction.org

Job 1014 Wal-Mart 11/2011 \$18,290.00

SECTION 0600

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND

WE, _____ as Principal,
hereinafter called Principal, and
_____ as Surety, hereinafter
called the Surety, are held and firmly bound unto City of Fayetteville in the amount of
_____ Dollars
(\$ _____) for the payment whereof Principal and Surety bind
themselves, their heirs, personal representatives, and successors, and assigns, jointly and
severally, and firmly by these presents.

Principal has by written agreement dated _____
entered into a contract with City of Fayetteville for FEMA PROJECT – LOCATION 22
SANITARY SEWER
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the City of Fayetteville from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the City of Fayetteville all outlay and expense which the City of Fayetteville may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the City of Fayetteville's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the City of Fayetteville after six months from the date final payment is made on the Contract, not shall any suit, action or proceeding be brought by the City of Fayetteville after two years from the date on which the final payment under the Contract falls due. Any Alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part either of the City of Fayetteville or Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of Sureties of any such alteration, extension, or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

Executed on the _____ day of _____ 20_____.

By _____

(Seal)

Principal

Witness:)

)

Attest:)

(Seal)

Surety

This Bond is given in Compliance with Act 351 of 1953, as amended.

END OF SECTION 0600

SECTION 0640

WARRANTY BOND

We, _____, as principal ("Principal"),
and _____
as surety ("Surety"), are hereby jointly and severally held and firmly bound unto the City of
Fayetteville for the payment of _____
_____ Dollars
(\$ _____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville
for
FEMA PROJECT – LOCATION 22 SANITARY SEWER
dated _____, 20____ (the "Contract"), the provisions of which
are incorporated herein by reference, and unless otherwise defined herein all defined terms used
or referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other
obligations and liabilities, the Contract required Principal to perform the Work for the Project
and to furnish this Bond to City of Fayetteville in compliance with Article 22 of the General
Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and
effect as provided herein, subject to becoming null and void upon the occurrence of either or
both of the conditions that (a) Principal shall fully perform and satisfy all obligations and
liabilities of Principal under the warranty and guarantee provisions of Article 29 of the General
Conditions, as modified or supplemented by the Supplementary Conditions or any other
applicable Contract Documents, at any time within two years after the date of Final Acceptance
or such longer period of time as may be prescribed therein (the "Warranty Period"), all of which
includes without limitation either correcting the defective Work, or removing and replacing it
with nondefective Work, or paying all direct, indirect or consequential costs of such correction
or removal and replacement, all as provided therein, or (b) City of Fayetteville shall fail to
institute a lawsuit, action or other proceeding under this Bond before the expiration of three (3)
months following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____. The bond shall be 50% of the final project value and shall effective for a period of two years.

Executed on the _____ day of _____ 20 _____.

By _____

(Seal)

Witness:)

)

Attest:)

(Seal)

Surety

END OF SECTION 0640

SECTION 0660

CONTRACTOR'S ACT OF ASSURANCE FORM

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

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

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

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

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

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

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

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

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

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

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

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

AUTHORIZED REPRESENTATIVE

COMPANY NAME: General Construction Solutions, Inc.

SIGNATURE: J. Wesley Taylor DATE: 7/16/2013

PRINTED NAME: J. Wesley Taylor TITLE: President

END OF SECTION 0660

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder. *General Construction Solutions, Inc.*
2. Permanent main office address. *1951 Electric Ave, Springdale, AR 72764*
3. When organized. *2010*
4. If a corporation, where incorporated. *AR*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *3 years*
6. Have you ever failed to complete any work awarded to you. (If so, where and why?) *NO*
7. Have you ever defaulted on a contract? (If so, where and why?) *NO*
8. List the last five (5) projects of the similar size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers. *See Attached*
9. Give bonding agent and limit. *Surety Placement - \$5,000,000*
10. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311. *5%*

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

General Construction Solutions, Inc.

(Name of Bidder)

By: *J. Holy*

Title: *President*

Damona Horton
My Commission expires 3/15/2020



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END OF SECTION 0420

PROJECT MANUAL

FEMA PROJECT LOCATION 22 SANITARY SEWER



FAYETTEVILLE, ARKANSAS

CITY PROJECT NUMBER 11020



JUNE, 2013

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
0001	Title Pages	2
0010	Table of Contents	2
0020	Invitation to Bid	2
0100	Information For Bidders	8
0212	Supplemental Information for Bidders	2
0310	Bid Proposal	6
0311	Bidder's Statement of Subcontractors	2
0312	Bid Bond	2
0420	Statement of Bidder's Qualifications	2
0500	Agreement Between City of Fayetteville and Contractor	4
0600	Arkansas Statutory Performance and Payment Bond	2
0640	Warranty Bond	2
0700	General Conditions	26
0830	Prevailing Wage Rates	6
0840	Notice of Award	2
0845	Notice to Proceed	2
0900	Description of Unit Price Schedule Items	10
Attachment A	City of Fayetteville Standard Specifications for Design and Construction of Water Lines and Sewer Lines	222

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END OF SECTION 0010

SECTION 0020

**CITY OF FAYETTEVILLE, AR
INVITATION TO BID
BID 13-38, CONSTRUCTION OF FEMA PROJECT - LOCATION 22 SANITARY
SEWER**

The City of Fayetteville is accepting bids for the installation of approximately 300 feet of 12-inch and 18-inch sanitary sewer pipe along with stream bank stabilization. Any questions concerning the bidding process should be addressed to Andrea Foren, City of Fayetteville Purchasing Agent, at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids shall be submitted in a sealed envelope or package labeled "Bid 13-38, CONSTRUCTION OF FEMA PROJECT – LOCATION 22 SANITARY SEWER." All bids shall be received before **10:00 AM, local time on Tuesday, July 16, 2013** to the City of Fayetteville, Purchasing Division – Room 306, 113 W Mountain, Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on **Tuesday, July 9, 2013 at 10:00 AM**, local time at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, room 326.

Bidding documents and plans must be obtained from by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville, Arkansas
Purchasing Division – Attention: Andrea Foren
113 W. Mountain, Suite 306
Fayetteville, AR 72701
Phone: 479.575.8220
E-Mail: aforen@ci.fayetteville.ar.us

All bidders need to register as a plan holder with Andrea Foren via e-mail or phone. Failure to register as a plan holder can result in bid rejection.

For information concerning the proposed work, contact Shannon Jones, P. E. at shjones@ci.fayetteville.ar.us or by calling (479) 444-3452.

Each bid shall be accompanied by a cashier's check or corporate bid bond, in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond, file marked by the Washington County Circuit Clerk's Office, is required with a contract awarded amount of \$20,000.00 or more. A State of Arkansas Contractor's License is required for any bid exceeding \$20,000.00.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to

subcontract portions of their contract to *qualified* small, minority and women business enterprises."

This project is subject to federal Davis-Bacon Act prevailing wage rates. Copies of certified payrolls shall be submitted with each pay request.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPO, CPPB
City of Fayetteville, Purchasing Agent
Ad Dates: 6/26/2013 and 7/3/2013

END OF SECTION 0020

SECTION 0100

INFORMATION FOR BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these Information for Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to City of Fayetteville, as distinct from Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City of Fayetteville (on the basis of City of Fayetteville's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" included the Advertisement or Invitation to Bid, Information for Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Engineer. Deposit for Bidding Documents are non refundable.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.
- 2.3 The City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

-
- 3.2 Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal. Refer to Section 00420 – Statement of Bidder's Qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c)

consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

- 4.2 In the preparation of Contract Documents, the Engineer has relied on the report of soil and subsurface investigation listed in the Supplemental Information For Bidders. A copy of this report is appended (If Provided). The report is not a part of the Contract Documents and is provided for informational purposes only. Neither the City of Fayetteville nor the engineer guarantees the accuracy of the report. The Bidder shall make further investigations and tests as the Bidder deems necessary in order to provide the Work at the Contract Price, within Contract Time, and in accordance with the terms and conditions of the Contract Documents.
- 4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the City of Fayetteville by owners of such Underground Facilities or others, and City of Fayetteville does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to the prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the General Conditions.
- 4.5 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.6 On request in advance, City of Fayetteville will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. A representative of the City of Fayetteville shall be present during all tests.
- 4.7 The lands upon which the Work is to be performed, rights of way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City of Fayetteville.

5. INTERPRETATIONS AND ADDENDA

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Prior to the deadline for receiving Bids, Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Engineer.

6. BID SECURITY

- 6.1 Each Bid must be accompanied by Bid security made payable to City of Fayetteville in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed), issued by a surety.
- 6.2 The Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten (10) days after the Notice of Award, City of Fayetteville may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City of Fayetteville believes to have a reasonable chance of receiving the award may be retained by City of Fayetteville until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

- 7.1 The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement and these Contract Documents.

8. LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

9.1 The Bid shall be based on the specified products or their approved equal described on the Drawings or written in the Specifications. Any product may be used which is specified by the referenced standards (such as ASTM) and which meets those standards. For products which are specified by naming one or more manufacturers preceded by "equal to" or followed by "or equal," a written request for substitution shall be submitted for approval by the Engineer. Such written requests will be considered up to ten (10) days prior to the scheduled Bid opening.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 Subcontractors and suppliers shall be listed, if required, on the Bid Form.

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Unit prices and lump sum amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern and the unit price will govern over the extended amount.

11.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistance secretary. The corporate address and state of incorporation must be shown below the signature.

11.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.6 All names must be typed or printed below the signature.

11.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.8 The address, telephone number, and fax number if applicable for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid. **Bids shall be bound in the original project manual** and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated position of the Project for which the Bid is submitted) and name, address, and contractor's license number of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly-signed, written notice with the City of Fayetteville and promptly thereafter demonstrates to the reasonable satisfaction of City of Fayetteville that there was a material and substantial mistake in the preparation of its Bids, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

- 14.1 Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to the Bidders after the opening of Bids. Bids will be returned without being read aloud if all applicable portions of the Contract Documents are not met by the Bidder.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but City of Fayetteville may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

- 16.1 City of Fayetteville reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, City of Fayetteville reserves the right to reject the Bid of any Bidder if City of Fayetteville believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City of Fayetteville. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, City of Fayetteville will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. City of Fayetteville may accept any such alternatives in any order or combination, whether in the order in which they are listed in the Bid Form or not.
- 16.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 City of Fayetteville may conduct such investigations as City of Fayetteville deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Fayetteville's satisfaction within the prescribed time.
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- 16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City of Fayetteville indicates to City of Fayetteville that the award will be in the best interest of the Project.
- 16.6 If the Contract is to be awarded, City of Fayetteville will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

17.1 The General Conditions and the Supplementary Conditions set forth City of Fayetteville's requirements as to Performance and Payment Bond and a Warranty Bond. When the successful Bidder delivers the executed Agreement to City of Fayetteville, it must be accompanied by the required Performance and Payment Bond, a copy of which has been filed with the Washington County Circuit Clerk. At the time of Final Acceptance, the Contractor shall provide the City of Fayetteville the Warranty Bond.

18. SIGNING OF AGREEMENT

18.1 When City of Fayetteville gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds. Within ten (10) days thereafter, City of Fayetteville shall deliver one fully-signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PRE-BID CONFERENCE

19.1 As noted in the Advertisement for Bids.

20. RETAINAGE

20.1 Provisions concerning retainage are set forth in the General Conditions.

21. SPECIAL LEGAL REQUIREMENTS

21.1 Attention of Bidders is called to Act 150, Acts of Arkansas 1965, concerning the licensing of contractors to do business in Arkansas.

21.2 It is conclusively presumed that Bidders have familiarized themselves with Arkansas laws which may be applied to a Contract for the Work proposed herein as the aforementioned Acts are not exclusive. It is further conclusively presumed that Bidders have familiarized themselves with Federal and local laws, ordinances and regulations pertaining to the Work proposed herein.

21.3 A State of Arkansas Contractor's License is not required to bid on this project; however, no contractor or bidder shall submit a bid prior to submitting an application for licensure with the Arkansas Contractor Licensing Board, and no construction contract shall be executed until the successful bidder has obtained an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

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END OF SECTION 0100

SECTION 0212

SUPPLEMENTAL INFORMATION FOR BIDDERS

1. BIDDER'S FORMS

The BIDDER'S attention is called to the following additional forms which shall be filled out and submitted with the BID:

- Section 0660 – Contractor's Act of Assurance Form

2. GENERAL CONDITIONS

The BIDDER'S attention is called to all Conditions relating to the Work of this Contract in Section 0700 - General Conditions.

3. SPECIFICATIONS

The BIDDER should examine all documents thoroughly. Particular attention is called to Section 0900 – Description of Unit Price Schedule Items.

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END OF SECTION 00212

