

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

6-Aug-13

City Council Meeting Date
Agenda Items Only

Shannon Jones
Submitted By

Utilities Capital Projects
Division

Utilities
Department

Action Required:

Approval of a construction contract with Goodwin & Goodwin, Inc. for \$1,262,647, Bid 13-39, with a contingency of \$125,000 to construct West Fork White River Water & Sewer Main Replacement, and a budget adjustment.

\$ <u>1,387,647</u> Cost of this request	\$ <u>143,604</u> Category / Project Budget	<u>White River Bridge W/S Relocates</u> Program Category / Project Name
<u>5400.5600.5808.00</u> Account Number	\$ <u>92,504</u> Funds Used to Date	<u>Water & Wastewater</u> Program / Project Category Name
<u>11012.1201</u> Project Number	\$ <u>51,100</u> Remaining Balance	<u>Water & Sewer</u> Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
 Department Director

19 July
 Date

Previous Ordinance or Resolution # _____

[Signature]
 City Attorney

7-19-13
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul a. Burk
 Finance and Internal Services Director 7-22-2013
 Date

Received in City Clerk's Office 07-19-13 10:57 RCVD
[Signature]

[Signature]
 Chief of Staff 7-22-13
 Date

Received in Mayor's Office
 ENTERED 7/22/13
[Signature]

[Signature]
 Mayor 7/22/13
 Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
 Don Marr, Chief of Staff
 David Jurgens, Utilities Director
 Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer *S. Jones*

Date: July 18, 2013

Subject: Resolution approving a construction contract with Goodwin & Goodwin, Inc. for \$1,262,647, Bid 13-39, to construct West Fork White River Water & Sewer Main Replacement, and a budget adjustment.

RECOMMENDATION

Fayetteville City Staff recommends approval of a construction contract with Goodwin & Goodwin, Inc. for \$1,262,647, Bid 13-39, with a contingency of \$125,000 to construct West Fork White River Water & Sewer Main Replacement, and a budget adjustment.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the Arkansas Highway Department (AHTD) widening of Hwy. 16 at the West Fork of the White River from two lanes to four lanes and includes the bridge over the West Fork of the White River. Existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City will bear the expense to relocate these lines. Most of the existing water lines are 8-inch diameter. The City is upsizing the water lines to a minimum 12-inch diameter consistent with recommendations in the Water Master Plan. The existing water line suspended from the bridge is being relocated approximately 500 feet down river to the north. A portion of the project will be funded with water impact fees as a result of capacity increases.

DISCUSSION

Under this contract, we will replace approximately 6,200 feet of water and sewer line. The water line serves as the primary feed to the City of Elkins. The City opened three bids on July 16, 2013.

Goodwin & Goodwin, Inc.	\$ 1,262,647.00
Fochtman Enterprises, Inc.	\$ 1,282,382.00
Sweetser Construction, Inc.	\$ 1,821,602.00
Engineer's Estimate	\$ 1,300,000.00

Staff reviewed the bids and recommends awarding the contract to Goodwin & Goodwin, Inc. The contractor has completed several past water and sewer projects to the satisfaction of the City of Fayetteville. Construction will begin this summer and will be completed early next year.

BUDGET IMPACT

Funds are available in the water/sewer fund. The budget adjustment transfers funds from the impact fee fund to the water/sewer fund, transfers money from another capital project, and creates a contingency of \$125,000.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-39 AND APPROVING A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$1,262,647.00 FOR CONSTRUCTION OF WATER AND SEWER MAIN REPLACEMENTS ALONG THE WEST FORK OF THE WHITE RIVER, APPROVING A PROJECT CONTINGENCY OF \$125,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-39 and approves a contract with Goodwin & Goodwin, Inc. in the amount of \$1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, and further approves a project contingency of \$125,000.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached 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

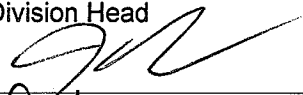

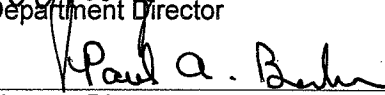



**City of Fayetteville, Arkansas
Budget Adjustment Form**

V12.0724 A. 5
Bid #13-39 Goodwin & Goodwin
Page 4 of 120

Budget Year	Division: Water & Sewer Maintenance Department: Utilities Director	Request Date	Adjustment Number
2013		7/19/2013	

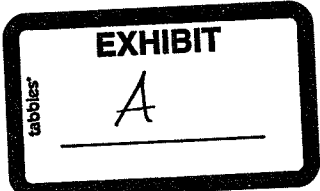
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA is needed in the Waterline/White River Bridge WS Relocates project for the construction contract with Goodwin & Goodwin, Inc. to construct West Fork White River water and sewer main replacement. Due to AHTD widening of Hwy 16, existing water and sewer lines need to be relocated. Approximately 6,200 feet of water and sewer lines will be replaced. The City is also upsizing the water lines to a minimum 12-inch diameter consistent with recommendations in the Water Master Plan.

Division Head 	Date 7/22/13	Prepared By: Cheryl Partain cpartain
Budget Director 	Date 19 July 13	Reference: _____
Department Director 	Date 7-22-2013	Budget & Research Use Only
Finance Director 	Date 7-22-13	Type: A B C D E P
Chief of Staff 	Date 8/22/13	General Ledger Date _____
Mayor 	Date	Posted to General Ledger _____
		Initial Date
		Initial Date

TOTAL BUDGET ADJUSTMENT 365,088 365,088

Account Name	Account Number		Increase / (Decrease)		Project.Sub Number
			Expense	Revenue	
Water line improvements	5400.5600.5808.00	⇒	1,387,647	-	11012 . 1201
Water line improvements	5400.5600.5808.00	⇒	(744,791)		11012 . 1
Professional services	5400.5600.5314.00	⇒	(277,768)		08072 . 1101
Trans from Impact Fee Fnd	5400.0940.6602.30	⇒		365,088	11012 . 1201
Transfer to Water & Sewer	2300.9300.7602.40	⇒	365,088		07002 . 1301
Water line improvements	2300.9300.5808.00	⇒	(365,088)		07002 . 1



Bid 13-39, Construction - West Fork White River Water and Sewer Main Replacement

ITEM #	EST. QTY.	UNIT	DESCRIPTION	Fochtman Enterprises, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LS	Mobilization	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 82,500.00	\$ 82,500.00
2	1	LS	Erosion Control	\$ 10,500.00	\$ 10,500.00	\$ 10,000.00	\$ 10,000.00	\$ 13,500.00	\$ 13,500.00
3	1	LS	Act 291, 1993 Trench and Excavation Safety System	\$ 30,000.00	\$ 30,000.00	\$ 48,000.00	\$ 48,000.00	\$ 3,500.00	\$ 3,500.00
4	1,330	LF	16-Inch Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	\$ 80.00	\$ 106,400.00	\$ 85.00	\$ 113,050.00	\$ 92.50	\$ 123,025.00
5	899	LF	16-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	\$ 104.00	\$ 93,496.00	\$ 125.00	\$ 112,375.00	\$ 132.00	\$ 118,668.00
6	40	LF	12-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	\$ 82.00	\$ 3,280.00	\$ 65.00	\$ 2,600.00	\$ 100.00	\$ 4,000.00
7	1,809	LF	12-Inch PVC, C-900, DR-14 Water Main	\$ 48.00	\$ 86,832.00	\$ 45.00	\$ 81,405.00	\$ 66.00	\$ 119,394.00
8	287	LF	12-Inch Restrained Joint PVC, C-900, DR 14 Water Main	\$ 78.00	\$ 22,386.00	\$ 75.00	\$ 21,525.00	\$ 105.00	\$ 30,135.00
9	215	LF	12-Inch Restrained Joint PVC, C-900, DR 14 Water Main Installed by Directional Drilling	\$ 305.00	\$ 65,575.00	\$ 225.00	\$ 48,375.00	\$ 105.00	\$ 22,575.00
10	40	LF	8-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	\$ 61.00	\$ 2,440.00	\$ 60.00	\$ 2,400.00	\$ 68.00	\$ 2,720.00
11	471	LF	8-Inch PVC, C-900, DR-14 Water Main	\$ 34.00	\$ 16,014.00	\$ 35.00	\$ 16,485.00	\$ 48.00	\$ 22,608.00
12	110	LF	8-Inch Restrained Joint PVC, C-900, DR-14 Water Main	\$ 48.00	\$ 5,280.00	\$ 60.00	\$ 6,600.00	\$ 68.50	\$ 7,535.00
13	60	LF	6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs with Double Polywrap	\$ 40.00	\$ 2,400.00	\$ 20.00	\$ 1,200.00	\$ 58.50	\$ 3,510.00
14	930	LF	2-Inch PVC, SDR 13.5 Water Main	\$ 22.00	\$ 20,460.00	\$ 16.00	\$ 14,880.00	\$ 32.50	\$ 30,225.00
15	410	LF	1-Inch Polyethylene Service Tubing	\$ 15.00	\$ 6,150.00	\$ 8.00	\$ 3,280.00	\$ 26.50	\$ 10,865.00
16	1	EA	16-Inch Class 250B Butterfly Valve with Box	\$ 3,805.00	\$ 3,805.00	\$ 4,500.00	\$ 4,500.00	\$ 6,500.00	\$ 6,500.00
17	19	EA	12-Inch Gate Valve with Box	\$ 2,463.00	\$ 46,797.00	\$ 3,200.00	\$ 60,800.00	\$ 4,250.00	\$ 80,750.00
18	6	EA	8-Inch Gate Valve with Box	\$ 1,500.00	\$ 9,000.00	\$ 1,900.00	\$ 11,400.00	\$ 2,500.00	\$ 15,000.00
19	2	EA	6-Inch Gate Valve with Box	\$ 1,130.00	\$ 2,260.00	\$ 1,400.00	\$ 2,800.00	\$ 1,800.00	\$ 3,600.00
20	4	EA	2-Inch Gate Valve with Box	\$ 800.00	\$ 3,200.00	\$ 1,000.00	\$ 4,000.00	\$ 650.00	\$ 2,600.00
21	9	EA	Three Way Fire Hydrant Assembly	\$ 3,810.00	\$ 34,290.00	\$ 4,500.00	\$ 40,500.00	\$ 7,800.00	\$ 70,200.00
22	2	EA	Remove Existing Fire Hydrant	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00
23	2	EA	2-Inch Blowoff	\$ 1,210.00	\$ 2,420.00	\$ 800.00	\$ 1,600.00	\$ 2,000.00	\$ 4,000.00
24	4	EA	8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box	\$ 4,100.00	\$ 16,400.00	\$ 3,500.00	\$ 14,000.00	\$ 3,500.00	\$ 14,000.00
25	1	EA	Connect to Existing 2" Water Main	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00
26	8	EA	Abandon Existing Valve	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 500.00	\$ 4,000.00
27	6,600	LB	Epoxy Lined Ductile Iron Water Main Fittings	\$ 6.75	\$ 44,550.00	\$ 7.00	\$ 46,200.00	\$ 16.50	\$ 108,900.00

Bid 13-39, Construction - West Fork White River Water and Sewer Main Replacement

Bid #13-39 Goodwin & Goodwin

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ITEM #	EST. QTY.	UNIT	DESCRIPTION	Fochtman Enterprises, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
28	15	EA	Single High Pressure Meter Setting, Complete, Including Plumber Connection to Existing Building Service	\$ 1,172.00	\$ 17,580.00	\$ 750.00	\$ 11,250.00	\$ 900.00	\$ 13,500.00
29	5	EA	Dual High Pressure Setting, Complete, Including Plumber Connection to Existing Building Services	\$ 1,786.00	\$ 8,930.00	\$ 1,000.00	\$ 5,000.00	\$ 1,200.00	\$ 6,000.00
30	20	EA	Remove Existing Meter Setting	\$ 550.00	\$ 11,000.00	\$ 125.00	\$ 2,500.00	\$ 350.00	\$ 7,000.00
31	1	EA	16-Inch Saddle, 1-Inch Corporation Stop and Tap	\$ 350.00	\$ 350.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
32	8	EA	12-Inch Saddle, 1-Inch Corporation Stop and Tap	\$ 300.00	\$ 2,400.00	\$ 225.00	\$ 1,800.00	\$ 500.00	\$ 4,000.00
33	2	EA	8-Inch Saddle, 1-Inch Corporation Stop and Tap	\$ 295.00	\$ 590.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00
34	10	EA	2-Inch Saddle, 1-Inch Corporation Stop and Tap	\$ 250.00	\$ 2,500.00	\$ 175.00	\$ 1,750.00	\$ 350.00	\$ 3,500.00
35	230	LF	30-Inch Bored Steel Casing	\$ 1,300.00	\$ 299,000.00	\$ 1,200.00	\$ 276,000.00	\$ 2,035.00	\$ 468,050.00
36	201	LF	24-Inch Bored Steel Casing	\$ 345.00	\$ 69,345.00	\$ 350.00	\$ 70,350.00	\$ 550.00	\$ 110,550.00
37	90	LF	24-Inch Direct Bury Steel Casing	\$ 130.00	\$ 11,700.00	\$ 250.00	\$ 22,500.00	\$ 135.00	\$ 12,150.00
38	20	LF	16-Inch Direct Bury Steel Casing	\$ 95.00	\$ 1,900.00	\$ 175.00	\$ 3,500.00	\$ 105.00	\$ 2,100.00
39	80	LF	8-Inch Direct Bury PVC, SDR-26, Casing on Existing Sewer Service Lines at New Water Main Crossings	\$ 50.00	\$ 4,000.00	\$ 45.00	\$ 3,600.00	\$ 55.00	\$ 4,400.00
40	7	EA	Anodes at Steel Casing Ends	\$ 250.00	\$ 1,750.00	\$ 200.00	\$ 1,400.00	\$ 275.00	\$ 1,925.00
41	60	LF	Short Bore or Punch Under Trees, for 8-Inch and 12-Inch Water Main, No Casing	\$ 150.00	\$ 9,000.00	\$ 150.00	\$ 9,000.00	\$ 280.00	\$ 16,800.00
42	60	LF	Short Bore or Punch Under Trees, for 2-Inch to 1-Inch Water Pipe, No Casing	\$ 65.00	\$ 3,900.00	\$ 45.00	\$ 2,700.00	\$ 80.00	\$ 4,800.00
43	4	EA	Protective Fencing For Trees	\$ 200.00	\$ 800.00	\$ 800.00	\$ 3,200.00	\$ 300.00	\$ 1,200.00
44	4	EA	Cut and Cap Existing 8-Inch Main	\$ 2,000.00	\$ 8,000.00	\$ 1,300.00	\$ 5,200.00	\$ 750.00	\$ 3,000.00
45	2	EA	Concrete Anchor Collar for 16-Inch Pipe	\$ 1,500.00	\$ 3,000.00	\$ 400.00	\$ 800.00	\$ 2,500.00	\$ 5,000.00
46	3	EA	Concrete Anchor Collar for 12-Inch Pipe	\$ 1,400.00	\$ 4,200.00	\$ 350.00	\$ 1,050.00	\$ 2,000.00	\$ 6,000.00
47	2	EA	Concrete Anchor Collar for 8-Inch or 6-Inch Pipe	\$ 1,200.00	\$ 2,400.00	\$ 250.00	\$ 500.00	\$ 1,800.00	\$ 3,600.00
48	1	EA	1-Inch Air Release Valve Assembly	\$ 2,355.00	\$ 2,355.00	\$ 3,500.00	\$ 3,500.00	\$ 3,060.00	\$ 3,060.00
49	1	EA	Leak Detection Vault Assembly	\$ 4,124.00	\$ 4,124.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
50	66	LF	12-Inch PVC Sewer Main, SDR-26	\$ 30.00	\$ 1,980.00	\$ 60.00	\$ 3,960.00	\$ 32.50	\$ 2,145.00
51	247	LF	8-Inch PVC Sewer Main, SDR-26	\$ 20.00	\$ 4,940.00	\$ 45.00	\$ 11,115.00	\$ 15.00	\$ 3,705.00
52	120	LF	4-Inch PVC Sewer Service, SCH 40, Including Trenching and Backfilling	\$ 15.00	\$ 1,800.00	\$ 20.00	\$ 2,400.00	\$ 27.50	\$ 3,300.00
53	60	LF	Sewer Main Trenching and Backfilling, 0-6 Feet Deep	\$ 15.00	\$ 900.00	\$ 15.00	\$ 900.00	\$ 35.00	\$ 2,100.00
54	253	LF	Sewer Main Trenching and Backfilling, 6-10 Feet Deep	\$ 26.00	\$ 6,578.00	\$ 25.00	\$ 6,325.00	\$ 48.00	\$ 12,144.00
55	2	EA	4 Foot Diameter Standard Manhole, 0 Feet to 6 Feet Deep	\$ 2,000.00	\$ 4,000.00	\$ 2,800.00	\$ 5,600.00	\$ 3,300.00	\$ 6,600.00
56	3	VF	Extra Manhole Depth, Over 6 Feet Deep	\$ 125.00	\$ 375.00	\$ 200.00	\$ 600.00	\$ 250.00	\$ 750.00
57	1	EA	Remove Existing Manhole	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00

Bid 13-39, Construction - West Fork White River Water and Sewer Main Replacement

Bid #13-39 Goodwin & Goodwin

ITEM #	EST. QTY.	UNIT	DESCRIPTION	Fochtman Enterprises, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
58	2	EA	Sewer Service Wye on 8-Inch PVC, 8" SDR-26 x 4" SCH 40	\$ 90.00	\$ 180.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
59	1	EA	Connect to Existing 12-Inch Sewer	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 750.00	\$ 750.00
60	1	EA	4-Inch Manhole Tap for Sewer Service	\$ 750.00	\$ 750.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00
61	396	LF	TV Inspection of Existing Sewer to be Abandoned and/or Replaced	\$ 7.00	\$ 2,772.00	\$ 6.00	\$ 2,376.00	\$ 3.00	\$ 1,188.00
62	402	LF	TV Inspection of Existing Sewer Line Installation After Mandrel Testing	\$ 4.00	\$ 1,608.00	\$ 3.00	\$ 1,206.00	\$ 3.00	\$ 1,206.00
63	1	EA	Sewer Service Cleanout	\$ 450.00	\$ 450.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00
64	1	EA	Plug Existing Sewer at Manhole Wall	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00
65	1	EA	Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00
66	1	EA	Provide Water Line Tapping Machine with Accessories and Training	\$ 24,830.00	\$ 24,830.00	\$ 23,000.00	\$ 23,000.00	\$ 26,999.00	\$ 26,999.00
67	220	SY	Asphalt Surface Restoration	\$ 120.00	\$ 26,400.00	\$ 85.00	\$ 18,700.00	\$ 150.00	\$ 33,000.00
68	10	SY	Asphalt Highway Restoration	\$ 130.00	\$ 1,300.00	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00
69	50	SY	Concrete Surface Restoration	\$ 100.00	\$ 5,000.00	\$ 68.00	\$ 3,400.00	\$ 60.00	\$ 3,000.00
70	10	SY	Concrete Sidewalk Restoration	\$ 75.00	\$ 750.00	\$ 65.00	\$ 650.00	\$ 42.00	\$ 420.00
71	10	LF	Curb and Gutter Restoration	\$ 25.00	\$ 250.00	\$ 28.00	\$ 280.00	\$ 25.00	\$ 250.00
72	930	TON	Granular Fill	\$ 20.00	\$ 18,600.00	\$ 18.00	\$ 16,740.00	\$ 24.00	\$ 22,320.00
73	120	TON	Trench Stabilization Material	\$ 23.00	\$ 2,760.00	\$ 1.00	\$ 120.00	\$ 24.00	\$ 2,880.00
74	1,000	SY	Sod Restoration on Lawns	\$ 7.50	\$ 7,500.00	\$ 6.00	\$ 6,000.00	\$ 5.00	\$ 5,000.00
75	1	LS	Site Restoration, Seeding	\$ 21,000.00	\$ 21,000.00	\$ 18,000.00	\$ 18,000.00	\$ 94,500.00	\$ 94,500.00
76	1	LS	Site Photographs	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00
Total Bid				\$	1,282,382.00	\$	1,262,647.00	\$	1,820,102.00

CERTIFIED:
P. VICE, PURCH MGR

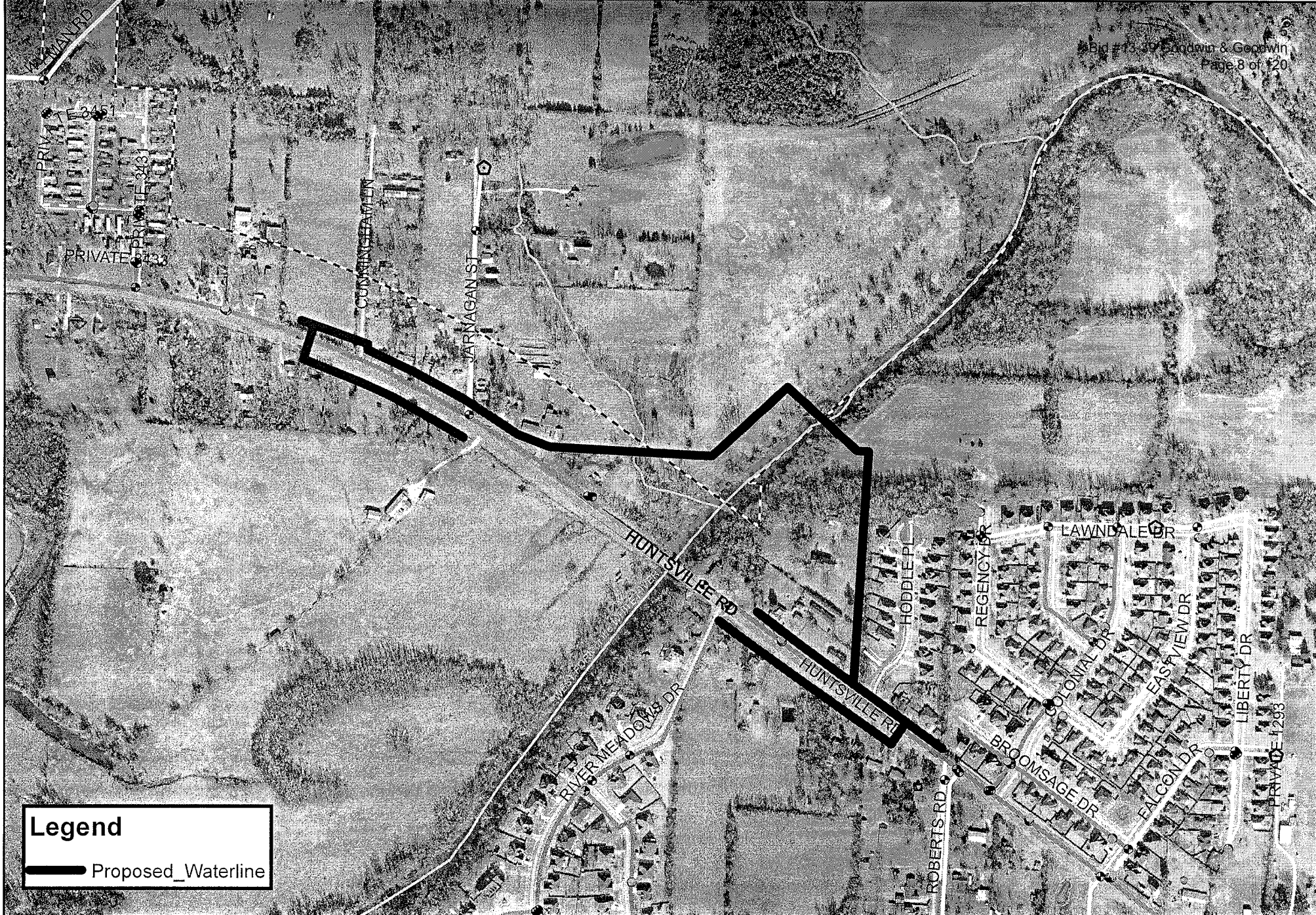
P. Vice

WITNESS

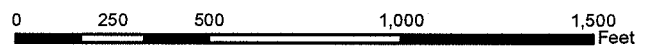
J. Jones

DATE

7/19/13



Legend
— Proposed_Waterline



City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

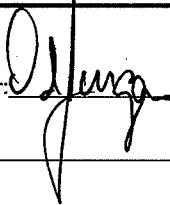
*All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us*

Requisition No.:	Date: 7/19/2013	A. 5
P.O Number:	Bid #13-39 Goodwin & Goodwin Expected Delivery Date: Page 9 of 120	

Vendor Number: 293	Vendor Name: Goodwin & Goodwin, Inc.	Mail Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>	Quotes Attached Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
Address: 3503 Free Ferry Road		Fob Point: Construction Site, Fayetteville	
City: Fort Smith	State: AR	Zip Code: 72903	Ship to code:
Requester: Shannon Jones		Requester's Employee #: 2689	Extension: 3452

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	West Fork White River - Water & Sewer Main Replacement	1	EA	1,262,647.00	\$1,262,647.00	5400.5600.5808.00	11012.1201		
2					\$0.00				
3					\$0.00				
4					\$0.00				
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: <u>Bid 13-39</u>	Subtotal: \$1,262,647.00 Tax: _____ Total: \$1,262,647.00
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Approvals: Mayor: _____ Finance & Internal Services Director: _____ Dispatch Manager: _____	Department Director:  Budget Manager: _____ Utilities Manager: _____	Purchasing Manager: _____ IT Manager: _____ Other: _____
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PROJECT MANUAL

**WEST FORK WHITE RIVER
WATER AND SEWER MAIN REPLACEMENT**



FAYETTEVILLE, ARKANSAS

PROJECT NUMBER 11012.1201



JUNE, 2013

July 10, 2013

**RE: Addendum Number 1
Bid 13-39
West Fork White River – Water and Sewer Main Replacement
Fayetteville, AR**

All Prospective Bidders:

The following items shall be included as part of the bid package as Addendum Number 1 and acknowledged in Section 0310 – Bid Proposal.

1. Restrained joint PVC shall be AWWA C900, DR14 pipe with outside diameters equivalent to cast iron pipe. Restrained joints shall consist of PVC pipe couplings and ends of PVC pipe joints having spline grooves that allow nylon splines to be inserted to achieve thrust restraint. O-ring gasket seals shall be used in the pipe coupling. Pipe shall otherwise conform to all AWWA C900, DR14 standards and pressure ratings. Pipe shall be Certa-Lok, C900/RJ as manufactured by CertainTeed, or approved equal.
2. 16" restrained joint push-on Ductile Iron Pipe or Fittings shall be American Flex-Ring, or approved equal.
3. Casing spacers through steel encasements shall have runners that are a minimum of 12-inches wide for both water and sewer mains.
4. Easement side letters are attached. The Contractor shall honor all commitments listed in the side letters and shall include all costs when submitting the Bid. No additional payments to comply with the side letters shall be made outside the unit prices included in the Bid.

CITY OF FAYETTEVILLE



Shannon Jones, P.E.

enclosure



www.accessfayetteville.org

May 20, 2013

Dwain and Geneva Cook
410 S. Cunningham Lane
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 2, Tract 8
Side Letter

Dear Mr. and Mrs. Cook:

Thank you for meeting with Holly Jones and voicing all your concerns.

Unfortunately, there are some trees in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you \$750.00 for a 19-inch sycamore, \$700.00 for an 18-inch elm, \$1000.00 for a 30-inch ash, \$500.00 for a 12-inch box-elder, \$300.00 for a 10-inch hackberry, \$350.00 for a twin trunk 9-inch walnut and \$500.00 for the remainder of the small grove of trees at the river bank in the easement. This will be paid in landscaping damages as a total of \$4,100.00 and will be added to your original offer of \$2,495.00 for both permanent easements and \$1,045.00 for both temporary construction and grading easements. Your new total offer is now \$7,640.00.

The large hickory at the corner of yours and Mr. Copeland's property and the trees in the temporary construction and grading easement will be protected.

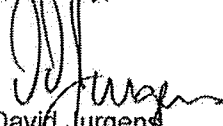
We will also be reseeded the property at Mr. Copeland's requested specifications with a 13-13-13 fertilizer, followed by a blend of fescue seed, Kentucky 31 Bermuda grass and Shiloh Orchard grass seeds for year-round coverage.

Before reseeded, the area will be raked for rocks and good quality topsoil will be placed in the easement area.

The contractor will protect the irrigation line that runs from the creek across your property to Mr. Copeland's garden.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,


David Jurgens
Utilities Director
DJ/hj



THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

www.accessfayetteville.org

April 23, 2013

James B. Wright
3758 E Huntsville Road
Fayetteville, AR 72701-7451

RE: White River Bridge Water/Sewer Relocates
Tract No. 5
Side Letter

Dear Mr. Wright:

Thank you for meeting with Holly Jones.

You will have access to your driveway at all times during construction.

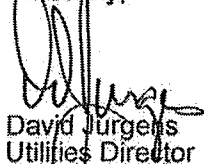
We would like to reassure you that any damage done to your yard and driveway during construction will be repaired and returned to a condition as good as or better than it was found.

Unfortunately, there are some trees and landscaping in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you \$1,000.00 for an 11" triple trunk Bradford pear tree, \$700.00 for a sugar maple near the fence row and \$500.00 for a 10" sassafras. This will be paid in landscaping damages as a total of **\$2,200.00** and will be added to your original offer of **\$420.00** for the permanent easement and **\$210.00** for the temporary construction and grading easement. This will make your new total offer **\$2,830.00**.

The 12" Bradford pear tree and carport in the temporary construction and grading easement will be protected during construction.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director

DJ/hj



www.accessfayetteville.org

April 19, 2013

Larry R. and Crissa J. Nixon
Nixon Living Trust
2664 S Van Hoose Drive
Fayetteville, AR 72701-9116

RE: White River Bridge Water/Sewer Relocates
Tract No. 6
Side Letter

Dear Mr. and Mrs. Nixon:

Thank you for meeting with Jill Goddard and Holly Jones today.

We would like to reassure you that any damage done to your yard and driveway during construction will be repaired and returned to a condition as good as or better than it was found.

Unfortunately, there are some trees and landscaping in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you \$900.00 for the twin trunk 18" Cherry tree, \$400.00 for a 16" pine tree, \$200.00 for a 4" dogwood tree, \$600.00 for a 21" pine tree, \$250.00 for a 2" magnolia, \$200.00 for a 2" pine tree, \$700.00 for an 18" pecan tree and \$300.00 for the row of shrubbery growing along the lane. All within the easement area, for a total of \$3,550.00 as landscaping damages and to be added to your previous offer of \$270.00 for the permanent easement and \$110.00 for the temporary construction and grading easement rental will make your total new offer amount, \$3,930.00.

The landscaping in the temporary construction and grading easement and the northernmost edge of the permanent easement will be protected.

You will have access to your driveway at all times during construction.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,


David Jurgens
Utilities Director
DJ/hj



www.accessfayetteville.org

June 5, 2013

Homer Copeland, Jr
3852 E Huntsville Road
Fayetteville, AR 72701-7453

RE: White River Bridge Water/Sewer Relocates
Tract No. 7
Side Letter And Offer Acceptance
Lessee Addendum for Cook Property

Dear Mr. and Mrs. Copeland:

Thank you for meeting with Holly Jones and voicing all your concerns.

We can coordinate with you so that the majority of the work is done after business hours, so there is less disruption to your business during the day, if you wish. You will have access to your driveway at all times during construction.

We would like to reassure you that any damage done to your yard and driveway during construction will be repaired and returned to a condition as good as or better than it was found.

Unfortunately, there are some trees and landscaping in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you \$650.00 for a 22-inch redbud and \$750.00 for a twin trunk 18-inch cherry tree that is on the property line. This will be paid in landscaping damages as a total of \$1,400.00 and will be added to your original offer of \$225.00 for the permanent easement and \$135.00 for the temporary construction and grading easement. We would also like to accept your counter offer of \$640.00 in damages and this will added to the above offer, making the new grand total \$2,400.00.

The landscaping in the temporary construction and grading easement will be protected.

In regard to the property you currently lease from Dwain and Geneva Cook. We are aware of the issues our waterline installation will cause you. We appreciate the efforts you are willing to go through to work with us during construction. Since you have agreed to move your cows to another pasture during construction, we would like to provide you with hay from our pasture. We will deliver 24 round bales of hay to you at the start of construction. We feel that 6 weeks is more than enough time to cross the Cook property, however, we will provide you with hay for the duration of construction across this pasture.

We will also be reseeded the property at your requested specifications with a 13-13-13 fertilizer, followed by a blend of fescue seed, Kentucky 31 Bermuda grass and Shiloh Orchard grass seeds for year-round coverage.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,


David Jurgens
Utilities Director

DJ/hj

April 5, 2013

Bernice Burris
Bernice Burris Revocable Trust
4153 E. Huntsville Road
Fayetteville, AR 72701-7560

RE: White River Bridge Water/Sewer Relocates
Tract No. 19
Side Letter

Dear Ms. Burris:

Thank you for meeting with Holly Jones today.

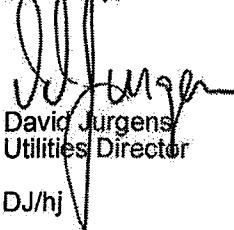
We would like to reassure you that any damage done to your driveway during construction will be repaired.

Your yard and the remainder of your property will be returned to a condition as good as or better than it was found.

You will have access to your driveway at all times during construction.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director

DJ/hj



www.accessfayetteville.org

April 5, 2013

Roger Dale Mitchell
4125 E. Huntsville Road
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 20
Side Letter

Dear Mr. Mitchell:

Thank you for meeting with Holly Jones, Land Agent with the City of Fayetteville today. It appears that the widening project and subsequent waterline replacement associated with it will require the removal of a 12-inch black walnut tree from your property.

The city would like to reimburse you for this tree since you have worked so hard to save it the last few years in the amount of **\$750.00**.

We would also like to reassure you that you will have access in and out of your property at all times and we will return your property to a condition as good as or better than it was found.

I would like to thank you for your cooperation on this project and let you know if you have any questions or concerns during construction, please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414 or questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director

DJ/hj



www.accessfayetteville.org

May 7, 2013

Jerry Glen Drain
3755 E. Huntsville Road
Fayetteville, AR 72701-7451

RE: White River Bridge Water/Sewer Relocates
Tract No. 25
Offer Letter & Side Letter

Dear Mr. Drain:

Thank you for your recent contact with Ms. Jones.

We have revised your original document and your offer as follows: The City of Fayetteville hereby offers \$1,520.00 for the rights associated with the permanent easement (11,395 square feet) and \$490.00 for the rental of the property within the temporary construction and grading easement (9,361 square feet), for a total offer amount of **\$2,010.00**.

It also appears that some landscaping will be removed from the easement area. The city would like to reimburse you for a 20" hackberry tree in the amount of \$750.00, and also offers \$400.00 for a 12" hackberry tree, \$275.00 for an 18" holly, \$200.00 for an 18" bois d'arc, and \$300.00 for some crepe myrtle bushes in the easement, for a total in landscaping damages of **\$1,925.00**. The landscaping damages will be added to your new adjusted offer of **\$2,010.00** for a new offer of **\$3,935.00**. (Landscaping in the temporary construction easement will be protected.)

We will return your property to a condition as good as or better than it was found and you will always have access to your property during construction.

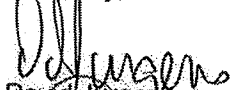
Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easement. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,


David Jurgens
Utilities Director

DJH
Enclosures



www.accessfayetteville.org

May 29, 2013

Darrel G. Henschell
3633 E. Huntsville Road
Fayetteville, AR 72701-7450

RE: White River Bridge Water/Sewer Relocates
Tract No. 27-28
Side Letter

Dear Mr. and Mrs. Henschell:

Thank you for meeting with Holly Jones and voicing all your concerns and presenting her with your Highway Department Settlement amount.

There are several trees in the permanent easement area that will have to be removed for the waterline installation. The city would like to offer you \$1000.00 for two 8-inch redbud trees, \$800.00 for a shrub, \$200.00 for an 8-inch pine, \$1000.00 for two 18-inch pines, and \$500.00 for a cherry tree (size unknown) at the NE corner of your property for a total in landscaping damages of **\$3,500.00**. This amount will be added to your adjusted offer amount of **\$640.00** for the permanent easements and **\$440.00** for the temporary construction and grading easements for a total new offer of **\$4,580.00**. We will protect as many trees as possible in the temporary construction easement, BUT special attention will be paid to protect 18-inch maple and the 10-inch apple trees on Tract 27.

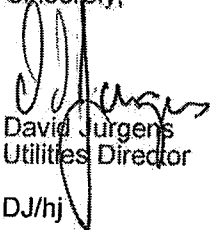
Any trees felled by the city's contractor suitable for personal use may be left in the temporary construction easement in an area designated by the property owner and can be cut into 18-24 inch sections.

The new pressure restrictor you recently purchased and had placed on your meter will be replaced with the new meter.

Your property will be returned to a condition as good as or better than it was found.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,



David Jurgens
Utilities Director
DJ/hj

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END OF SECTION 0010

SECTION 0020

**CITY OF FAYETTEVILLE, AR
INVITATION TO BID
BID 13-39, WEST FORK WHITE RIVER - WATER AND SEWER MAIN
REPLACEMENT**

The City of Fayetteville is accepting sealed bids for the replacement of approximately 6,200 feet of 2-inch through 16-inch water and sewer mains. 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 13-39, Construction of West Fork White River – Water and Sewer Main Replacement." All bids shall be received before **2:00 PM, 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 **Monday, July 8, 2013 at 10:00 AM**, local time at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, Room 111.

Bidding documents and plans shall 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.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor shall be paid with a contract awarded amount of \$75,000.00 or more.

"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."

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: 06/25/13 and 07/02/13

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.
- 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.

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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 especially Section 0700 - General Conditions.

3. SPECIFICATIONS

The specifications have been revised since the last contracted construction project. The BIDDER should examine all documents thoroughly. Particular attention is called to Section 0900 – Description of Unit Price Schedule Items.

4. WATER LINE TAPS

All taps on existing water mains 12-inch and smaller shall be made by the City. The Contractor shall provide the City with a complete tapping machine setup with accessories meeting the following criteria including onsite training.

Lateral tapping machine shall be TapMate as manufactured by Romac Industries, Inc.

TapMate Base Machine & Storage Box, complete	Item 350-00
TM Hydraulic Power Unit, complete	Item 372-00
6” MJ Adapter Bell	Item 350-05-1048
8” MJ Adapter Bell	Item 350-05-1064
12” MJ Adapter Bell	Item 350-05-1096
6” Carbide Cutter	Item 350-01-1048
8” Carbide Cutter	Item 350-01-1064
12” Carbide Cutter	Item 350-01-1096
Pilot Drill Extension (extra)	Item 350-14
1” Spade Bit (extra)	Item 350-03-08

5. CONSTRUCTION PHASE – CONSTRUCTION STAKING

The City of Fayetteville will provide Construction Staking to provide field references for the Contractor relative to the alignment and grade of the water and sewer facilities. Construction Staking shall be at 100 ft intervals and all horizontal and vertical deflection points. Staking shall be along the centerline of the water and sewer facilities, with offset stakes as needed to preserve the field stakes. The Contractor shall coordinate with the City of Fayetteville's Engineer to provide the staking needs, within these parameters. The project shall be staked once, in segments as desired by the Contractor. Stakes destroyed shall be replaced at the Contractor's expense. Work shall not progress without Staking in place.

END OF SECTION 0212

SECTION 0310

BID PROPOSAL

LOCATION: CITY OF FAYETTEVILLE, ROOM 306
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701

DATE: July 16, 2013 at 2:00 p.m. LOCAL TIME

Proposal of: Goodwin - Goodwin - Inc

Address: 3503 Free Ferry Rd

FT SMITH, AR-72903

Bid For: WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

Bid Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent - Room 306
113 W. Mountain
Fayetteville, AR 72701

BIDDER will complete the Work for the unit prices as listed in the Bid Form.

Total Base Bid as outlined on Bid Form:

one million two hundred sixty two thousand six hundred forty seven

Amount in Words

\$ 1,262,647.⁰⁰

Figures

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **BIDDER** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

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**: # 1 July 10, 2013

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 Bryan Goodwin 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 Bryan Goodwin 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 Bryan Goodwin 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: _____

Goodwin-Goodwin Inc
General Contractor (Firm Name)

Bryan Neal
Signed By

President
Title

7-16-13
Date

388 Free Firm Rd
Address

FT Smith AR

479-651-7321 - 479-733-7535
Telephone Number & Fax

0016966414
Contractor's License Number

BID FORM					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	Mobilization	(\$ 30,000)	(\$ 30,000)
2	1	LS	Erosion Control	(\$ 10,000)	(\$ 10,000)
3	1	LS	Act 291, 1993 Trench and Excavation Safety System	(\$ 48,000)	(\$ 48,000)
4	1,330	LF	16-Inch Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	(\$ 85)	(\$ 113,050)
5	899	LF	16-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	(\$ 125)	(\$ 112,375)
6	40	LF	12-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	(\$ 65)	(\$ 2,600)
7	1,809	LF	12-Inch PVC, C-900, DR-14 Water Main	(\$ 45)	(\$ 81,405)
8	287	LF	12-Inch Restrained Joint PVC, C-900, DR-14 Water Main	(\$ 75)	(\$ 21,525)
9	215	LF	12-Inch Restrained Joint PVC, C-900, DR-14 Water Main Installed by Directional Drilling	(\$ 225)	(\$ 48,375)
10	40	LF	8-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	(\$ 60)	(\$ 2,400)
11	471	LF	8-Inch PVC, C-900, DR-14 Water Main	(\$ 35)	(\$ 16,485)
12	110	LF	8-Inch Restrained Joint PVC, C-900, DR-14 Water Main	(\$ 60)	(\$ 6,600)
13	60	LF	6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs with Double Polywrap	(\$ 20)	(\$ 1,200)
14	930	LF	2-Inch PVC, SDR 13.5 Water Main	(\$ 16)	(\$ 14,880)
15	410	LF	1-Inch Polyethylene Service Tubing	(\$ 8)	(\$ 3,280)
16	1	EA	16-Inch Class 250B Butterfly Valve with Box	(\$ 4,500)	(\$ 4,500)
17	19	EA	12-Inch Gate Valve with Box	(\$ 3,200)	(\$ 60,800)
18	6	EA	8-Inch Gate Valve with Box	(\$ 1,900)	(\$ 11,400)

BID FORM

ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
19	2	EA	6-Inch Gate Valve with Box	(\$ 1400 ⁰⁰)	(\$ 2800 ⁰⁰)
20	4	EA	2-Inch Gate Valve with Box	(\$ 1000)	(\$ 4,000 ⁰⁰)
21	9	EA	Three Way Fire Hydrant Assembly	(\$ 4500 ⁰⁰)	(\$ 40,500 ⁰⁰)
22	2	EA	Remove Existing Fire Hydrant	(\$ 600)	(\$ 1,200 ⁰⁰)
23	2	EA	2-Inch Blowoff	(\$ 800)	(\$ 1,600 ⁰⁰)
24	4	EA	8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box	(\$ 3,500 ⁰⁰)	(\$ 14,000 ⁰⁰)
25	1	EA	Connect to Existing 2" Water Main	(\$ 800)	(\$ 800 ⁰⁰)
26	8	EA	Abandon Existing Valve	(\$ 200)	(\$ 1600 ⁰⁰)
27	6,600	LB	Epoxy Lined Ductile Iron Water Main Fittings	(\$ 7,00)	(\$ 46,200 ⁰⁰)
28	15	EA	Single High Pressure Meter Setting, Complete, Including Plumber Connection to Existing Building Service	(\$ 750 ⁰⁰)	(\$ 11,250 ⁰⁰)
29	5	EA	Dual High Pressure Setting, Complete, Including Plumber Connection to Existing Building Services	(\$ 1000)	(\$ 5,000 ⁰⁰)
30	20	EA	Remove Existing Meter Setting	(\$ 125)	(\$ 2,500 ⁰⁰)
31	1	EA	16-Inch Saddle, 1-Inch Corporation Stop and Tap	(\$ 250)	(\$ 250 ⁰⁰)
32	8	EA	12-Inch Saddle, 1-Inch Corporation Stop and Tap	(\$ 225)	(\$ 1800 ⁰⁰)
33	2	EA	8-Inch Saddle, 1-Inch Corporation Stop and Tap	(\$ 200 ⁰⁰)	(\$ 400 ⁰⁰)
34	10	EA	2-Inch Saddle, 1-Inch Corporation Stop and Tap	(\$ 175)	(\$ 1750 ⁰⁰)
35	230	LF	30-Inch Bored Steel Casing	(\$ 1200)	(\$ 276,000)
36	201	LF	24-Inch Bored Steel Casing	(\$ 350)	(\$ 70,350)
37	90	LF	24-Inch Direct Bury Steel Casing	(\$ 250)	(\$ 22,500 ⁰⁰)

BID FORM					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
38	20	LF	16-Inch Direct Bury Steel Casing	(\$ 175)	(\$ 3,500)
39	80	LF	8-Inch Direct Bury PVC, SDR-26, Casing on Existing Sewer Service Lines at New Water Main Crossings	(\$ 45)	(\$ 3,600)
40	7	EA	Anodes at Steel Casing Ends	(\$ 200)	(\$ 1,400)
41	60	LF	Short Bore or Punch Under Trees, for 8-Inch and 12-Inch Water Main, No Casing	(\$ 150)	(\$ 9,000)
42	60	LF	Short Bore or Punch Under Trees, for 2-Inch to 1-Inch Water Pipe, No Casing	(\$ 45)	(\$ 2,700)
43	4	EA	Protective Fencing For Trees	(\$ 800)	(\$ 3,200)
44	4	EA	Cut and Cap Existing 8-Inch Main	(\$ 1,300)	(\$ 5,200)
45	2	EA	Concrete Anchor Collar for 16-Inch Pipe	(\$ 400)	(\$ 800)
46	3	EA	Concrete Anchor Collar for 12-Inch Pipe	(\$ 350)	(\$ 1,050)
47	2	EA	Concrete Anchor Collar for 8-Inch or 6-Inch Pipe	(\$ 250)	(\$ 500)
48	1	EA	1-Inch Air Release Valve Assembly	(\$ 3,500)	(\$ 3,500)
49	1	EA	Leak Detection Vault Assembly	(\$ 3,500)	(\$ 3,500)
50	66	LF	12-Inch PVC Sewer Main, SDR-26	(\$ 60)	(\$ 3,960)
51	247	LF	8-Inch PVC Sewer Main, SDR-26	(\$ 45)	(\$ 11,115)
52	120	LF	4-Inch PVC Sewer Service, SCH 40, Including Trenching and Backfilling	(\$ 20)	(\$ 2,400)
53	60	LF	Sewer Main Trenching and Backfilling, 0-6 Feet Deep	(\$ 15)	(\$ 900)
54	253	LF	Sewer Main Trenching and Backfilling, 6-10 Feet Deep	(\$ 25)	(\$ 6,325)
55	2	EA	4 Foot Diameter Standard Manhole, 0 Feet to 6 Feet Deep	(\$ 2,800)	(\$ 5,600)
56	3	VF	Extra Manhole Depth, Over 6 Feet Deep	(\$ 200)	(\$ 600)
57	1	EA	Remove Existing Manhole	(\$ 800)	(\$ 800)

BID FORM					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
58	2	EA	Sewer Service Wye on 8-Inch PVC, 8" SDR-26 x 4" SCH 40	(\$ 250)	(\$ 500 ⁰⁰)
59	1	EA	Connect to Existing 12-Inch Sewer	(\$ 600)	(\$ 600 ⁰⁰)
60	1	EA	4-Inch Manhole Tap for Sewer Service	(\$ 800)	(\$ 800 ⁰⁰)
61	396	LF	TV Inspection of Existing Sewer to be Abandoned and/or Replaced	(\$ 6.00)	(\$ 2376 ⁰⁰)
62	402	LF	TV Inspection of Existing Sewer Line Installation After Mandrel Testing	(\$ 3.00)	(\$ 1,206 ⁰⁰)
63	1	EA	Sewer Service Cleanout	(\$ 250)	(\$ 250 ⁰⁰)
64	1	EA	Plug Existing Sewer at Manhole Wall	(\$ 800)	(\$ 800 ⁰⁰)
65	1	EA	Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall	(\$ 1200)	(\$ 1200 ⁰⁰)
66	1	EA	Provide Water Line Tapping Machine with Accessories and Training	(\$ 23,000)	(\$ 23,000 ⁰⁰)
67	220	SY	Asphalt Surface Restoration	(\$ 85)	(\$ 18,700 ⁰⁰)
68	10	SY	Asphalt Highway Restoration	(\$ 150 ⁰⁰)	(\$ 1,500 ⁰⁰)
69	50	SY	Concrete Surface Restoration	(\$ 68 ⁰⁰)	(\$ 3400 ⁰⁰)
70	10	SY	Concrete Sidewalk Restoration	(\$ 65)	(\$ 650 ⁰⁰)
71	10	LF	Curb and Gutter Restoration	(\$ 28 ⁰⁰)	(\$ 280 ⁰⁰)
72	930	TON	Granular Fill	(\$ 18 ⁰⁰)	(\$ 16,740 ⁰⁰)
73	120	TON	Trench Stabilization Material	(\$ 1.00)	(\$ 120 ⁰⁰)
74	1,000	SY	Sod Restoration on Lawns	(\$ 6.00)	(\$ 6,000 ⁰⁰)
75	1	LS	Site Restoration, Seeding	(\$ 18,000)	(\$ 18,000 ⁰⁰)
76	1	LS	Site Photographs	(\$ 3,500)	(\$ 3,500 ⁰⁰)

Total Bid (\$ 1,262,647.00)

END OF SECTION 0310

SECTION 0311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

	NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1.	N/A		
2.			
3.			
4.			
5.			
6.			

The undersigned **BIDDER** agrees that seventy percent (70%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: 7/16/2013

Signed: Bryan Hodges

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END OF SECTION 0311



Brown • Hiller • Clark & Associates

5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Cincinnati Insurance Company
P. O. Box 145496
Cincinnati, OH 45250-5496

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)


City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

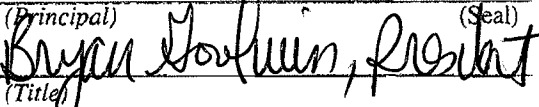
WHEREAS, the Principal has submitted a bid for **WEST FORK WHITE RIVER - WATER & SEWER MAIN**
(Here insert full name, address and description of project)
REPLACEMENT

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

Signed and sealed this **16th** day of **July** **2013**




(Witness)

Goodwin & Goodwin, Inc.
(Principal)  *(Seal)*

(Title)



(Witness)

Cincinnati Insurance Company
(Surety)  *(Seal)*

(Title)
Elizabeth A. Solomon, Attorney-in-Fact

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark;
Janice A. Butler; Scott Taylor; Elizabeth A. Solomon and/or Sarah Day

of Fort Smith, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

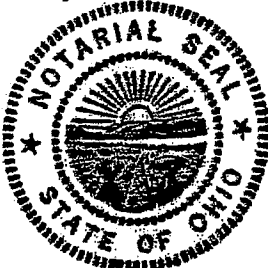


THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 16th day of July, 2013



Breggy J. Schlemmer
Secretary

SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND GOODWIN & GOODWIN, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between the **CITY OF FAYETTEVILLE** and **GOODWIN & GOODWIN, INC.**

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

WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

2. **GOODWIN & GOODWIN, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **GOODWIN & GOODWIN, 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 **180** calendar days. **GOODWIN & GOODWIN, 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. **GOODWIN & GOODWIN, 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 Goodwin & Goodwin, 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 1 to 1.
 - 5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GOODWIN & GOODWIN, 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 Contractor 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, Contractor 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 GOODWIN & GOODWIN, 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 Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

GOODWIN & GOODWIN, INC.

BY _____
Mayor Lioneld Jordan

BY Bryan Goodwin

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST [Signature]

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

3503 Free Ferry Road

Fort Smith, AR 72903

License No. 0016960414

Agent for service of process: _____

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

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END OF SECTION 0500

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.

For a *Contractor* to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least 5 (five) years active experience under the current Contractor name in the installation of the product bid, included removal and replacement of sewer lines in-situ with bypass pumping. The work shall have been executed for municipalities operating water/sewer facilities or water/sewer contracted operations with a minimum of three (3) projects exceeding one million dollars (\$1,000,000). Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. (If so, where and why?)
9. Have you ever defaulted on a contract ? (If so, where and why?)
10. List similar projects of the 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.
11. Background and experience of field personnel currently employed by your organization who will perform the work.
12. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.
13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville.
14. 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.

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.

(Name of Bidder)

By: _____

Title: _____

END OF SECTION 0420

SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND GOODWIN & GOODWIN, INC.**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between the **CITY OF FAYETTEVILLE** and **GOODWIN & GOODWIN, INC.**

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

WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

2. **GOODWIN & GOODWIN, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
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 - 5.12 Project Manual
 - 5.13 Addenda Numbers 1 to 1.
 - 5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GOODWIN & GOODWIN, 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 Contractor 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.
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OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

GOODWIN & GOODWIN, INC.

BY _____
Mayor Lioneld Jordan

BY Bryan Goodwin

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____

ATTEST [Signature]

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

3503 Free Ferry Road

Fort Smith, AR 72903

License No. 0016960414

Agent for service of process: _____

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

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END OF SECTION 0500

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 _____

WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

_____ 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 _____ 2013.

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
WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT
dated _____, 2013 (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: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION 0660

SECTION 0700

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, and Regulations
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Excess Engineering Costs
32. Documents to be Kept on the Job Site
33. Prosecution of the Work
34. Sanitary Facilities

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any qualified person, firm or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, Bid Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice Of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the City of Fayetteville has executed the Agreement.
- 1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.12 ENGINEER – The Engineering Department of the City of Fayetteville, or their authorized representative.

- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City of Fayetteville to the successful Bidder.
- 1.15 NOTICE TO PROCEED - Written communication issued by the City of Fayetteville to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 OWNER – The City of Fayetteville.
- 1.17 PROVIDE – Furnish and install, complete in place, operating, tested and approved.
- 1.18 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.19 PRODUCTS – The materials, systems, and equipment provided by the Contractor.
- 1.20 PROJECT REPRESENTATIVE - The authorized representative of the City of Fayetteville who is assigned to the Project site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.25 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.26 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the City of Fayetteville such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City of Fayetteville may request concerning Work performed or to be performed.
- 3.2 Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates earning during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City of Fayetteville. The Drawings and Specifications

are intended to supplement but not duplicate each other. An item of Work indicated in one and not the other shall be performed by the Contractor just as if it had been indicated in both.

- 4.2 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the character, quality and quantity of the materials to be encountered, the general and local conditions, and all other matters which can, in any way, affect the Work under this Contract.
- 4.3 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. The Contractor shall not perform Work based on "scaled" measurements of Drawings, but shall obtain written instructions from the Engineer as to the dimensions to be used before proceeding with the Work.
- 4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.5 The Specifications are written in imperative and abbreviated form. The imperative language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," "shall be;," and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be;" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, all indicated requirements shall be performed whether stated imperatively or otherwise.
- 4.6 Whenever the term "Work Included" is used as an article or paragraph heading in Part 1 of a Specification Section, it is merely a listing of the significant items described with the section and is not intended to "scope" the section or to imply a trade responsibility."
- 4.7 Whenever the words "approved," "satisfactory," "directed," "submitted," "inspected," or similar words or phrases are used in the Contract Documents, it shall be assumed that the term "Engineer or his representative" follows the verb as the object of the clause, such as "approved by the Engineer or his representative," or "submitted to the Engineer or his representative."

5. SHOP DRAWINGS

- 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 The City of Fayetteville shall provide all other inspection and testing services not required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 7.7 If any Work is covered contrary to the written request of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 7.8 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City of Fayetteville harmless from loss on account thereof, except that the City of Fayetteville shall be responsible for any such loss when particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The Engineer shall furnish all land surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City of Fayetteville, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes In The Work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damages or loss attributable to the fault of the Contract Documents or to be acts or omissions of the City of Fayetteville or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or City of Fayetteville, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
- 12.2 The City of Fayetteville shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

13. CHANGES IN THE WORK

- 13.1 The City of Fayetteville may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City of Fayetteville.

14. CHANGES IN CONTRACT PRICE

- 14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- 14.1.1 Unit prices previously approved.
- 14.1.2 An agreed lump sum.
- 14.1.3 The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the work. In addition there shall be

added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

14.2 The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustments under the following conditions:

14.2.1 If the total cost of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

14.2.2 If there is no corresponding adjustment with respect to any other item of Work; and

14.2.3 If Contractor believes that it has incurred additional expense as a result thereof; or

14.2.4 If Engineer believes that the quantity variation entitle it to an adjustment in the Unit Price, either Engineer or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 13, if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice-To-Proceed.

15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City of Fayetteville, that the contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

15.3 The following holidays will be observed by the City of Fayetteville and have been considered when calculating the contract time.

15.3.1 New Year's Day

15.3.2 Martin Luther King, Jr.

15.3.3 President's Day

15.3.4 Memorial Day

15.3.5 Independence Day

15.3.6 Labor Day

15.3.7 Veteran's Day

- 15.3.8 Thanksgiving (2 days)
- 15.3.9 Christmas (2 days)
- 15.4 The calendar contract time includes delays for normal weather related events such as rain, snow, and freezing temperatures that may affect the progress of the Work. An average delay of five (5) calendar days per month has been considered when calculating the contract time. A request for an extension of time shall not be granted until the specific number of documented weather delays within the contract time has been exceeded, inclusive of weekends.
- 15.5 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the City of Fayetteville, then the Contractor will pay to the City of Fayetteville the amount for liquidated damages as specified in the Agreement Between City of Fayetteville And Contractor for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 15.6 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly gives Written Notice of such delay to the City of Fayetteville or Engineer:
 - 15.6.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
 - 15.6.2 To any acts of the City of Fayetteville not contemplated by this Agreement.
 - 15.6.3 To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and withhold the fault or negligence of the Contractor, including but not restricted to, acts of nature or of the public enemy, acts of another Contractor in the performance of some other Contract with the City of Fayetteville, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and,
 - 15.6.4 To any delay of any subcontractor occasioned by any of the causes specified in Subparagraphs 1, 2, and 3 of this Paragraph 15.6.
- 15.7 Provided, however, that the Contractor promptly notifies the City of Fayetteville in writing within ten (10) days of the cause of delay. Upon receipt of such notification, the City of Fayetteville shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and terms of the Contract, the delay is properly excusable, the City of Fayetteville shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

16. CORRECTION OF WORK

- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City of Fayetteville and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City of Fayetteville may remove such Work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

- 17.1 In the preparation of Contract Documents, the Engineer has relied upon the report of soil and subsurface investigations listed in the Supplemental Information For Bidders (If Listed).
- 17.1.1 The above report is not part of the Contract Documents and is provided for information purposes only. Neither the City of Fayetteville nor the Engineer guarantees the accuracy of the report. The Contractor shall make further investigations and tests as deemed necessary.
- 17.2 The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to locate and protect such utility lines and services so as to avoid damage and interruptions to service.
- 17.3 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of Fayetteville by Written Notice of:
- 17.3.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 17.3.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

- 17.4 The City of Fayetteville shall promptly investigate the conditions, and if the City of Fayetteville finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required Written Notice; provided that the City of Fayetteville may, if the City of Fayetteville determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The City of Fayetteville may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 18.2 If the Contractor is adjudged as bankrupt or insolvent, or if the Contractor makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors for labor, material or equipment or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the City of Fayetteville may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the City of Fayetteville may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City of Fayetteville. Such costs incurred by the City of Fayetteville will be determined by the Engineer and incorporated in a Change Order.

- 18.3 Where the Contractor's services have been so terminated by the City of Fayetteville, said termination shall not affect any right of the City of Fayetteville against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City of Fayetteville due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the City of Fayetteville may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City of Fayetteville or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City of Fayetteville fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the City of Fayetteville and the Engineer, terminate the Contract and recover from the City of Fayetteville payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the City of Fayetteville has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the City of Fayetteville and the Engineer stop the Work until the Contractor has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City of Fayetteville or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City of Fayetteville or Engineer.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting

data, satisfactory to the City of Fayetteville, as will establish the City of Fayetteville's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the City of Fayetteville, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City of Fayetteville will endeavor within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City of Fayetteville shall retain five (5) percent of the amount of each payment. No application for partial payment shall be made when, in the judgement of the Engineer, the total value of the Work done and materials incorporated into the Work under this Contract since the last preceding estimate amount is less than \$10,000 unless authorized by Engineer. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are securely stored either at or near the site.
- 19.3 All Work covered by partial payment made shall thereupon become the sole property of the City of Fayetteville, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the City of Fayetteville to require the fulfillment of all terms of the Contract Documents.
- 19.4 The City of Fayetteville will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City of Fayetteville.
- 19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the condition of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City of Fayetteville, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- 19.6 The Contractor will indemnify and save the City of Fayetteville or the City of Fayetteville's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the City of

Fayetteville's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City of Fayetteville may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City of Fayetteville to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Fayetteville shall be considered as a payment made under the Contract Documents by the City of Fayetteville to the Contractor and the City of Fayetteville shall not be liable to the Contractor for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The Acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Fayetteville of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City of Fayetteville and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claim under worker's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or

- (2) by any other person;
- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 21.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 21.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 21.2 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as specified in Paragraph 21.7.
- 21.3 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be Performed. Unless specifically authorized by the City of Fayetteville, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City of Fayetteville. The policy shall name as the insured the Contractor, the Engineer, the City of Fayetteville and the Funding Agency.
- 21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause such Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 Certificates of Insurance acceptable to the City of Fayetteville shall be filed with the City of Fayetteville prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the City of Fayetteville.
- 21.6 The Contractor shall not commence Work under this Contract or allow any subcontractor or anyone directly or indirectly employed by anyone of them to

commence Work until the Contractor has obtained all insurance required under this Article 21, and duly executed certificates of such insurance shall have been filed with the Engineer and the City of Fayetteville. Such certificates of insurance shall note that City of Fayetteville, Engineer, and Funding Agency have been endorsed as an additional insured on Contractor's comprehensive general liability policy.

21.7 The limits of liability for the insurance required under this Article 21 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

21.7.1 Worker's Compensation

- | | | |
|----|-----------------------|-----------|
| A. | State: | Statutory |
| B. | Applicable Federal: | Statutory |
| C. | Employer's Liability: | \$500,000 |

21.7.2 Comprehensive General Liability Insurance, includes Completed Operations:

- A. Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

21.7.3 Contractual Liability Insurance:

- A. Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

21.7.4 City of Fayetteville's and Contractor's Protective Liability Insurance:

- A. Bodily Injury Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

21.7.5 Automobile Liability:

- A. Bodily Injury Liability:
\$1,000,000 Each Person
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:
\$ 250,000 Each Occurrence

22. CONTRACT SECURITY

- 22.1 The Contractor shall within ten (10) days after the receipt of the Notice Of Award furnish the City of Fayetteville with a Performance and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.
- 22.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of fifty (50) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions for the applicable warranty period of two (2) years from the date of Final Payment. It shall be on the form shown in Section 0640 - Warranty Bond.

23. ASSIGNMENTS

- 23.1 Neither the Contractor nor the City of Fayetteville shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without consent of the other party.

24. INDEMNIFICATION

- 24.1 The Contractor will indemnify and hold harmless the City of Fayetteville and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 24.2 In any and all claims against the City of Fayetteville or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or the giving of or failure to give directions or instructions by the Engineer, or his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

25. SEPARATE CONTRACTS

- 25.1 The City of Fayetteville reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

- 25.2 The City of Fayetteville may perform additional Work related to the Project, or the City of Fayetteville may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the City of Fayetteville, if the City of Fayetteville is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- 25.3 If the performance of additional Work by other Contractors or the City of Fayetteville is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the City of Fayetteville or others involves him in additional expense or entitles him to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall perform a minimum of seventy (70%) of the Work.
- 26.3 The Contractor shall be fully responsible to the City of Fayetteville for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City of Fayetteville may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City of Fayetteville.

27. ENGINEERS AUTHORITY

- 27.1 The Engineer shall act as the City of Fayetteville's representative during the construction period. The Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, or construction safety.
- 27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
- 27.5 The Engineer will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by Contractor, and the written decisions of Engineer on such matters will be final, binding on Engineer and Contractor and not subject to appeal (except as modified by Engineer to reflect changed factual conditions).

28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of Notice-To-Proceed, the City of Fayetteville shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The City of Fayetteville shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at his own expense and without liability to the City of Fayetteville any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

- 29.1 If within two years after the date of Final Payment or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Document, any Work is found to be defective, Contractor shall promptly, without cost to City of Fayetteville and in accordance with City of Fayetteville's written instructions, either correct such defective Work, or if it has been rejected by City of Fayetteville, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Fayetteville may have the defective Work corrected or the rejected Work removed and replace, and all direct, indirect and consequential costs of such correction, removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, surveyors, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Agreement.

30. TAXES

30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

31. EXCESS ENGINEERING COSTS

31.1 Excess engineering costs shall be applicable during the execution of the contract.

31.2 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any overtime work. For any such overtime during the regular specified Contract Time beyond the regular eight hour day (40 hours Monday through Friday) and for any time worked on Saturday, Sunday, or holidays, the charges for such personnel will be as provided in the Schedule of Charges below.

31.3 These charges for excess engineering will be deducted from the Contractor's monthly payment request.

31.4 Base Rate Schedule of Charges to be as follows for all engineering and construction observation expenses incurred by the City of Fayetteville in connection with any overtime work. Overtime, Saturday, and Sunday work shall be calculated as 1.5 times the base hourly rate. Holiday work shall be calculated as 2.0 times the base hourly rate.

Personnel	Base Hourly Rate
Project Engineer	\$ 110.00
Construction Manager	80.00
Resident Project Representative	60.00

31.5 The Contractor shall not work over a 10-hour day without written permission from the City of Fayetteville.

31.6 The Engineer shall determine when observation of construction activities beyond the regular eight-hour day is required.

31.7 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any work that occurs after the original final completion date of the contract, unless the contract time has been extended by written change order. Expenses shall be at the rates identified in Paragraph 31.4.

32. DOCUMENTS TO BE KEPT ON THE JOB SITE

- 32.1 The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.
- 32.2 The Contractor shall maintain on a daily basis at the job site, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked up to indicate all modifications in the completed Work that differ from the design information shown on the Drawings. Upon substantial completion of the Work, the Contractor shall give the Engineer one complete set of marked up record Drawings.
- 32.3 Failure of the Contractor to submit accurate Record Drawings to the Engineer will be adequate justification for postponement of the Final Inspection and Final Payment.

33. PROSECUTION OF THE WORK

- 33.1 It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are the essence of this Contract. The Work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the approved construction schedule.
- 33.2 Regular Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. No Work requiring the presence of the Engineer's representative will be performed outside of regular Work hours without prior written approval from the City of Fayetteville.

34. SANITARY FACILITIES

- 34.1 The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and County. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

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END OF SECTION 0700

SECTION 0830
PREVAILING WAGE RATES

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STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

June 24, 2013

Shannon Jones
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: West Fork White River
Water and Sewer Main Replacement
(Hwy 16 #040578)
Fayetteville, Arkansas
Washington County

Dear Mr. Jones:

Please be advised that the Arkansas Prevailing Wage Law shall not be construed to apply to or affect highway, road, street, or bridge construction and maintenance or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas State Highway and Transportation Department. Ark. Code Ann. § 22-9-303 (b) (1987).

Since your request is for relocation due to highway construction, the Prevailing Wage Law would exclude the above-referenced project from coverage and you are under no obligation to obtain a wage determination from this department.

Please note that you may access a copy of the Prevailing Wage Law and Regulations at <http://www.labor.ar.gov>.

If you have any questions, or if I can be of further assistance, please contact me at the above address or call (501) 682-4536.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna Kay Smith
Prevailing Wage Division

SECTION 0840
NOTICE OF AWARD

Date

Contractor
Address

Re: Project

The City of Fayetteville has considered the bid submitted by **Contractor** for construction of the **Project** in response to its Advertisement for Bids and Instructions to Bidders.

Contractor is hereby notified that their bid has been accepted and awarded in the amount of **\$Value**.

Contractor is required to deliver the required Performance and Payment bonds (filed with the Washington County Circuit Clerk), and certificates of insurance within 10 business days.

A preconstruction conference will be scheduled in Room 111 of the Fayetteville City Hall, 113 West Mountain once a date and time has been agreed upon. Representatives of **Contractor** and the City of Fayetteville shall attend. I ask that **Contractor** bring a preliminary construction progress schedule and a preliminary schedule of values to the preconstruction conference.

The intent is to issue the Notice to Proceed at the preconstruction conference.

Work should commence with a start date within two weeks of issuance of the Notice to Proceed.

Contractor is required to return an acknowledged copy of this Notice of Award to the City of Fayetteville.

We look forward to working with you on this project. Please email me at shjones@ci.fayetteville.ar.us or call 479-444-3452 if you have any questions.

Sincerely,

City of Fayetteville, Arkansas

Shannon W. Jones, P.E.
Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the **Project** is hereby acknowledged.

By **Contractor**,

this _____ day of _____, 2013.

By _____

Title _____

END OF SECTION 0840

SECTION 0845
NOTICE TO PROCEED

Date

Contractor
Address

Re: Project

This is the official Notice to Proceed for the **Project**, in accordance with your bid and the agreement between your firm and the City of Fayetteville.

The Contract Time(s) will commence on **Date**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement between City of Fayetteville and **Contractor**, the date of Final Completion is **Date**.

Before you may start any work at the Site, you must submit the following:

- Preliminary construction progress schedule.
- Preliminary schedule of submittals.
- Preliminary schedule of values.

We look forward to working with you on this project.

Please email me at shjones@ci.fayetteville.ar.us or call 479-444-3452 if you have any questions.

Sincerely,

City of Fayetteville, Arkansas

Shannon Jones, P.E.
Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed for the **Project** is hereby acknowledged

by Contractor,

this _____ day of _____, 2013.

By _____

Title _____

END OF SECTION 0845

SECTION 0900

MEASUREMENT AND PAYMENT

GENERAL

1.1 RELATED SECTIONS

- A. Section 0310 – Bid Proposal.
- B. Section 0700 - General Conditions.

1.2 MEASUREMENT OF QUANTITIES

- A. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measure or the International System of Units.
- B. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

1.3 SCOPE OF PAYMENT

- A. The Amount for Work listed in the Bid, whether lump sum or unit price, shall include all costs specified on the Bid Form, including all miscellaneous amounts (bonds, insurance, as built record drawings, traffic control, and any incidental items necessary to complete the Project in accordance with the Contract Documents.
- B. The quantities listed in these documents are approximate, for information only, and should be verified by each bidder prior to bidding
- C. Payments for lump sum items shall be made in proportion to the amount of Work accomplished, as determined by the Engineer, as of the period ending date of each Application for Payment.
- D. Payment for unit price items shall be made as the work progresses. Said payments will be based upon the work performed and materials complete in place in accordance with the contract, plans, and specifications, approved by the Engineer, as of the period ending date of each Application for Payment.
- E. It is understood and agreed that the Contractor shall not be entitled to partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

- F. No partial payments shall bind the City to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.
- G. The Contractor has sole responsibility for providing materials, equipment and work which meet the specifications. In the event inspection or testing reveals that materials/equipment furnished or work performed by the Contractor does not meet the specifications, payment for said materials/equipment/work will be withheld until compliance with the specifications is demonstrated by the Contractor.

1.4 UNIT PRICE ITEMS

- A. Item No. 1 - Mobilization
 - 1. Unit of Measure: Lump Sum
 - 2. All preparatory work and operations necessary for movement of personnel, equipment, supplies, and incidentals to the Project Site.
 - 3. Establishment of temporary offices, storage buildings, sanitary facilities, and other facilities necessary to undertake the Project.
 - 4. Work and operations which must be performed, or for expenses incurred, prior to beginning work on the Project.
 - 5. Any preconstruction cost (not including bidding cost) not directly attributable to other pay items in this Section.
 - 6. Payment shall be based on the percentage of total Contract price completed. The amount of Mobilization paid and when are shown below:

First Estimate	25% of Mobilization
10% Total Contract Price Completed	50% of Mobilization
25% Total Contract Price Completed	100% of Mobilization
 - 7. Total Contract Price Completed shall be actual construction completed and does not include materials stored.
 - 8. In no case shall the amount bid for Mobilization exceed five (5) percent of the Total Contract Amount listed in Section 0310 BID PROPOSAL. A bid with mobilization exceeding five (5) percent of the total bid shall be rejected.
- B. Item No. 2 - Erosion Control
 - 1. Unit of Measure: Lump Sum
 - 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide, install and maintain erosion control facilities, in accordance with the Storm Water Pollution Prevention Plan.
 - 3. Monthly progress payments shall be based on the percentage of pipe installed.
- C. Item No. 3 – Act 291, 1993 Trench and Excavation Safety System, Complete.
 - 1. Unit of Measure: Lump Sum
 - 2. This item shall compensate the Contractor for materials, labor, tools and equipment to safely protect workers in trench areas.
 - 3. Monthly progress payments shall be made based on the percent of the pipe footage installed.

- D. Item No. 4 – 16-Inch Ductile Iron Pipe, Class 350 with Double Polywrap
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 16-inch Water Main, in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- E. Item No. 5 – 16-Inch Restrained Joint Ductile Iron Pipe, Class 350 with Double Polywrap.
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 16-inch Restrained Joint Water Main in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- F. Item No. 6 - 12-Inch Restrained Joint Ductile Iron Pipe, Class 350 with Double Polywrap
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Restrained Joint Water Main in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- G. Item No. 7 - 12-Inch PVC, C-900, DR-14 Water Main
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price

- H. Item No. 8 - 12-Inch Restrained Joint PVC, C-900, DR-14 Water Main
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Restrained Joint PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- I. Item No. 9 - 12-Inch Restrained Joint PVC, C-900, DR-14 Water Main Installed by Directional Drilling
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Restrained Joint PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire. Pipe shall be CertainTeed Certa-Lok.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- J. Item No. 10 - 8-Inch Restrained Joint Ductile Iron Pipe, Class 350 with Double Polywrap
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch Restrained Joint Water Main in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- K. Item No. 11 - 8-Inch PVC, C-900, DR-14 Water Main
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.

3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- L. Item No. 12 - 8-Inch Restrained Joint PVC, C-900, DR-14 Water Main
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch Restrained Joint PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- M. Item No. 13 - 6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs with Double Polywrap
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 6-inch Water Main, in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- N. Item No. 14 - 2-Inch PVC, SDR 13.5 Water Main
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 2-inch PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
 3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.
- O. Item No. 15 - 1-Inch Polyethylene Service Tubing
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tubing in accordance with the Drawings and Specifications. Payment shall include trace wire.

3. Payment shall be made at 100% of the bid price upon service tubing installation and rough cleanup.
- P. Item No. 16 - 16-Inch Butterfly Valve Class 250B with Box
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.
- Q. Item No. 17 - 12-Inch Gate Valve with Box
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.
- R. Item No. 18 - 8-Inch Gate Valve with Box
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.
- S. Item No. 19 - 6-Inch Gate Valve with Box
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.
- T. Item No. 20 - 2-Inch Gate Valve with Box
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.
- U. Item No. 21 - Three Way Fire Hydrant Assembly
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, gate valve with box, swivel adapter (up to 48"), fire hydrant, fire hydrant extensions, glands, bolts, megalugs, gaskets, painting, labor, tools and equipment to provide and install fire hydrants in accordance with the Drawings and Specifications.
 3. Tee on the water main will be paid for in Ductile Iron Fittings.
- V. Item No. 22 - Remove Existing Fire Hydrant
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to remove fire hydrants in accordance with the Drawings and Specifications.

- W. Item No. 23 - 2-Inch Blowoff
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install blowoffs in accordance with the Drawings and Specifications.
- X. Item No. 24 - 8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install tapping sleeve and valve with box in accordance with the Drawings and Specifications.
- Y. Item No. 25 - Connect to Existing 2-Inch Water Main
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to connect to existing 2-inch water main in accordance with the Drawings and Specifications.
- Z. Item No. 26 - Abandon Existing Valve
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to abandon valve in accordance with the Drawings and Specifications.
- AA. Item No. 27 - Epoxy Lined Ductile Iron Water Main Fittings
1. Unit of Measure: Pounds
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install epoxy lined water main fittings in accordance with the Drawings and Specifications.
 3. Payment for mechanical joint cast or ductile iron epoxy coated fittings shall be made at the unit price bid in the Proposal per pound, based on the weight of the fittings installed. Weight values will be taken from the current Ductile Iron Pipe Research Association handbook for mechanical joint fittings for AWWA C-153 fittings. Glands, bolts, megalugs, and gaskets shall be included in the unit price payments; however, the weight of these items will not be added to the handbook's fitting weight. All buried pipe fittings 2" and larger in size shall be epoxy coated and shall be cast or ductile iron. Double wrap polyethylene encasement shall be included in the payment for mechanical joint fittings.
- BB. Item No. 28 - Single High Pressure Meter Setting, Including Plumber Connection to Existing House Service Line
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install meter setting and connection to service line in accordance with the Drawings and Specifications.

- CC. Item No. 29 - Dual High Pressure Meter Setting, Including Plumber Connection to Existing House Service Line
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install meter setting and connection to service line in accordance with the Drawings and Specifications.
- DD. Item No. 30 - Remove Existing Meter Setting
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to remove existing water meter settings in accordance with the Drawings and Specifications.
- EE. Item No. 31 - 16-Inch Saddle, 1-Inch Corporation Stop and Tap
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.
- FF. Item No. 32 - 12-Inch Saddle, 1-Inch Corporation Stop and Tap
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.
- GG. Item No. 33 - 8-Inch Saddle, 1-Inch Corporation Stop and Tap
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.
- HH. Item No. 34 - 2-Inch Saddle, 1-Inch Corporation Stop and Tap
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.
- II. Item No. 35 - 30-Inch Bored Steel Casing
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install bored casing in accordance with the Drawings and Specifications.

- JJ. Item No. 36 - 24-Inch Bored Steel Casing
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install bored casing in accordance with the Drawings and Specifications.
- KK. Item No. 37 - 24-Inch Direct Bury Steel Casing with Double Polywrap
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install direct bury casing in accordance with the Drawings and Specifications.
 3. Payment shall include double polywrap.
- LL. Item No. 38 - 16-Inch Direct Bury Steel Casing with Double Polywrap
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install direct bury casing in accordance with the Drawings and Specifications.
 3. Payment shall include double polywrap.
- MM. Item No. 39 - 8-Inch Direct Bury PVC, SDR-26, Casing on Existing Sewer Service Lines at New Water Main Crossings
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch direct bury PVC casing on existing 4-inch sewer service lines where the sewer service lines are not at least 18-inch below the new water mains. Segments of existing 4-inch sewer service lines shall be replaced as necessary to install this casing. Casing shall be provided with end seals.
- NN. Item No. 40 - Anodes at Steel Casing Ends
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anodes on the ends of the new steel casings in accordance with the Drawings and Specifications.
- OO. Item No. 41 - Short Bore or Punch Under Trees, for 8-Inch and 12-Inch Main, No Casing
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install short bores under trees, where directed, to protect trees in accordance with the Drawings and Specifications. No casing is required.

- PP. Item No. 42 - Short Bore or Punch Under Trees, for 2-Inch to 1-Inch Pipe, No Casing
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install short bores or punches under trees, where directed, to protect trees in accordance with the Drawings and Specifications. No casing is required.
- QQ. Item No. 43 - Protective Fencing for Trees
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install protective fencing around trees, where directed, to protect trees in accordance with the Drawings and Specifications.
- RR. Item No. 44 - Cut and Cap Existing 8-Inch Water Main
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.
- SS. Item No. 45 - Concrete Anchor Collar for 16-Inch Pipe
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar, in accordance with the Drawings and Specifications.
- TT. Item No. 46 - Concrete Anchor Collar for 12-Inch Pipe
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar, in accordance with the Drawings and Specifications.
- UU. Item No. 47 - Concrete Anchor Collar for 8-Inch or 6-Inch Pipe
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar, in accordance with the Drawings and Specifications.
- VV. Item No. 48 - 1-Inch Air Release Valve Assembly
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install a 1-inch air release valve, valve vault, tap and related fittings, in accordance with the Drawings and Specifications.

- WW. Item No. 49 - Leak Detection Vault Assembly
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install the leak detection vault with valves, taps, meter and related fittings, in accordance with the Drawings and Specifications.
- XX. Item No. 50 - 12-Inch PVC Sewer Main, SDR-26
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch PVC, SDR-26 gravity sewer, in accordance with the Drawings and Specifications.
 3. Payment for pipe shall be made at 80% of the unit price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 98% of the unit price bid upon seeding, mulching, fertilizing, and final cleanup. The remaining 2% will be released upon satisfactory establishment of a grass stand.
- YY. Item No. 51 - 8-Inch PVC Sewer Main, SDR-26
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch PVC, SDR-26 gravity sewer, in accordance with the Drawings and Specifications.
 3. Payment for pipe shall be made at 80% of the unit price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 98% of the unit price bid upon seeding, mulching, fertilizing, and final cleanup. The remaining 2% will be released upon satisfactory establishment of a grass stand.
- ZZ. Item No. 52 - 4-Inch PVC Sewer Service, SCH 40, Including Trenching and Backfilling
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 4-inch PVC sewer service pipe, in accordance with the Drawings and Specifications.
- AAA. Item No. 53 - Sewer Main Trenching and Backfilling, 0-6 Feet Deep
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install gravity sewer main trenching and backfilling for 12-inch and 8-inch mains, for the listed depth, in accordance with the Drawings and Specifications.
 3. Payment shall be made for trenching and backfilling for sewer mains 8-inch in size and larger, based on the as-built profile depths to the flowline of the pipe and the unit prices bid in the Proposal for various trench depth classifications. Payment shall be made upon completion of initial rough grading of the backfilled trench. Payment shall include topsoil replacement. Payment for trenching and

- BBB. Item No. 54 - Sewer Main Trenching and Backfilling, 6-10 Feet Deep
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install gravity sewer main trenching and backfilling for 12-inch and 8-inch mains, for the listed depth, in accordance with the Drawings and Specifications.
 3. Payment shall be made for trenching and backfilling for sewer mains 8-inch in size and larger, based on the as-built profile depths to the flowline of the pipe and the unit prices bid in the Proposal for various trench depth classifications. Payment shall be made upon completion of initial rough grading of the backfilled trench. Payment shall include topsoil replacement. Payment for trenching and backfilling for 4-inch sewer service lines shall be included in the unit cost per foot for the 4-inch pipe.
- CCC. Item No. 55 - 4 Foot Diameter Standard Manhole, 0 Feet to 6 Feet Deep
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to construct standard manholes including base, inverts, walls, rings and cover and sewer connections up to a height of 6 feet deep in accordance with the Drawings and Specifications.
- DDD. Item No. 56 - Extra Manhole Depth, Over 6 Feet Deep
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment for manhole depth in excess of 6 feet for standard and drop manholes, in accordance with the Drawings and Specifications.
- EEE. Item No. 57 - Remove Existing Manhole
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to remove and dispose of existing manholes in an acceptable manner, in accordance with the Drawings and Specifications.
- FFF. Item No. 58 - Sewer Service Wye on 8-Inch PVC, 8" SDR-26 x 4" SCH 40
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install sewer service wyes on 8-inch PVC sewer mains, including any 4-inch SCH 40 bends and couplings that may be required to reconnect existing sewer service lines, in accordance with the Drawings and Specifications.

- GGG. Item No. 59 - Connect to Existing 12-Inch Sewer
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install couplings as necessary to connect the new PVC sewer main to an existing 12-inch VCP sewer main, in accordance with the Drawings and Specifications.
- HHH. Item No. 60 - 4-Inch Manhole Tap for Sewer Service
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install a 4-inch sewer service tap through a new manhole wall, in accordance with the Drawings and Specifications.
- III. Item No. 61 - Television Inspection of Existing Sewer to be Abandoned and/or Replaced
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to clean and televise existing sewer mains to locate active service lines, prior to replacing these sewer mains, in accordance with the Drawings and Specifications.
- JJJ. Item No. 62 - Television Inspection of Sewer Line Installation After Mandrel Testing
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to clean and televise sewer main installation after mandrel testing in accordance with the Drawings and Specifications.
- KKK. Item No. 63 - Sewer Service Cleanout
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 4-inch cleanout wyes, bends, and cleanout caps, in accordance with the Drawings and Specifications.
- LLL. Item No. 64 - Plug Existing Sewer at Manhole Wall
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to plug existing sewer mains through manhole walls in a permanent watertight fashion, in accordance with the Drawings and Specifications.
- MMM. Item No. 65 - Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall
1. Unit of Measure: Each
 2. This item shall compensate the Contractor for materials, labor, tools and equipment for core drilling existing manhole walls, installing a sewer pipe with water stop and grout, in accordance with the Drawings and Specifications.

NNN. Item No. 66 - Provide Water Line Tapping Machine with Accessories and Training

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide a new water line tapping machine with accessories to the City of Fayetteville, in accordance with the Drawings and Specifications.
3. Tapping machine shall be TapMate as manufactured by Romac Industries, Inc., including:

TapMate Base Machine & Storage Box, complete	Item 350-00
TM Hydraulic Power Unit, complete	Item 372-00
6" MJ Adapter Bell	Item 350-05-1048
8" MJ Adapter Bell	Item 350-05-1064
12" MJ Adapter Bell	Item 350-05-1096
6" Carbide Cutter	Item 350-01-1048
8" Carbide Cutter	Item 350-01-1064
12" Carbine Cutter	Item 350-01-1096
Pilot Drill Extension (extra)	Item 350-14
1" Spade Bit (extra)	Item 350-03-08

Onsite training of City's personnel by tapping machine manufacturer.

4. All taps on water mains 12-inch and smaller shall be made by the City. The tapping machine shall be provided to the City in new condition at the start of the project, for the City's use in completing taps.

OOO. Item No. 67 - Asphalt Surface Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install asphalt surfacing in street, parking lot, driveway, and other asphalt surface cuts, except highways, in accordance with the Drawings and Specifications.

PPP. Item No. 68 - Asphalt Highway Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete and asphalt per the AHTD standard detail for highway restoration, in accordance with the Drawings and Specifications.

QQQ. Item No. 69 - Concrete Surface Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete surfacing in street, parking lot, driveway and other concrete surface cuts, except sidewalks, in accordance with the Drawings and Specifications.

- RRR. Item No. 70 - Concrete Sidewalk Restoration
1. Unit of Measure: Square Yard
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete surfacing in sidewalk cuts, in accordance with the Drawings and Specifications.
- SSS. Item No. 71 - Curb and Gutter Restoration
1. Unit of Measure: Linear Foot
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to restore curb and gutter segments in curb cut areas, in accordance with the Drawings and Specifications.
- TTT. Item No. 72 - Granular Fill
1. Unit of Measure: Ton
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install Class 7 Base in trenches across streets, driveways and parking lots, as necessary to restore paved or gravel surfaces, in accordance with the Drawings and Specifications.
 3. Payment shall be made per ton based on truck delivery tickets, for material installed in an acceptable fashion.
- UUU. Item No. 73 - Trench Stabilization Material
1. Unit of Measure: Ton
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install large stone in mucky trench areas, in accordance with the Drawings and Specifications as approved by the Engineer.
 3. Payment shall be made per ton based on truck delivery tickets, for material installed in an acceptable fashion.
- VVV. Item No. 74 - Sod Restoration on Lawns
1. Unit of Measure: Square Yards
 2. This item shall compensate the Contractor for labor, equipment, and materials necessary to install top soil, fertilizer, sod, water, and final cleanup at locations disturbed by the construction to restore sod in lawns designated by the City of Fayetteville, in accordance with the Drawings and Specifications.
 3. The maximum width of sod restoration for payment purposes shall be 15 feet. Existing lawns damaged outside this 15 foot limit shall also be restored with sod at the Contractor's sole expense.
- WWW. Item No. 75 - Site Restoration, Seeding
1. Unit of Measure: Lump Sum
 2. This item shall compensate the Contractor for labor, equipment, and materials necessary to install top soil, fertilizer, seed, mulch cover, water, and final cleanup at all locations disturbed by the construction not otherwise listed in a bid item.

- XXX. Item No. 76 - Site Photographs
1. Unit of Measure: Lump Sum
 2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide complete still photography documentation of conditions along the pipeline route before and after water and sewer construction, in accordance with the Drawings and Specifications.
 3. Payment will be made at 50% of the lump sum price upon delivery of the pre-construction photographs to the City. The balance will be paid upon delivery of the post-construction photographs to the City.

END OF SECTION 0900

SECTION 6300

SUPPLEMENTAL FINAL PRODUCT PERFORMANCE REQUIREMENTS - SEWER

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This Section covers the final product requirements for the pipe section using any of the preapproved methods mentioned in these specifications.

PART 2- PRODUCT PERFORMANCE REQUIREMENTS

2.01 PRODUCT SEAL AT MANHOLE

- A. Seal of pipe at new and existing manholes will be inspected upon completion of each line segment and again at a final inspection prior to final acceptance of the project. No visible leaks will be allowed. Should a leak be present at any of the inspection times it will be the responsibility of the Contractor to stop the leak with a method approved by the Engineer. All retainage being held by the City of Fayetteville will be retained until such time as all visible leaks have been repaired to the Engineer's satisfaction. After final acceptance of the project the seals will be inspected again within a 6 month period and any additional leaks will be repaired under the Warranty Period.

2.02 FINAL PIPE PRODUCT

- A. Television Inspection - All pipeline sections regardless of the method used will be televised as required by these specifications. Should the television camera fail to pass smoothly and without unnecessary force through a pipeline section that section will be considered as unsatisfactory and repair of the section will be performed as required by these specifications.
- B. Mandrel Inspection - All pipeline sections regardless of the method used will be inspected by means of a mandrel pulled by hand through the pipeline section. The mandrel will have an outside diameter equal to 5% deflection of the original inside diameter of the pipeline section prior to rehabilitation. Should the mandrel fail to pass through the section being pulled by hand, the section will be considered as unsatisfactory and repair of the section will be performed as required by these specifications. Mandrel (5% Deflection) will be supplied by the Contractor and checked and approved by Engineer prior to performing test. Mandrel test may be made in conjunction with Television inspection if Mandrel is attached in front of camera to allow Engineer to visually see results.

- C. Deformations Within The Invert Area - During the television inspection of all pipeline sections, the lower third of the pipe cross-section will be checked for deformations in the rehabilitated pipeline that in the opinion of the Engineer will affect the natural flow of the pipeline. Deformations will be considered any abnormal protrusion either parallel or perpendicular with the flow of the pipeline. Should any deformations be found in the lower third of the pipe cross-section , the section will be considered as unsatisfactory and repair of the section will be performed as required by these specifications. Deformations caused by the original pipeline section will also not be accepted. It will be the Contractor's responsibility to identify those locations of the original pipeline that may cause such deformities and make required repairs prior to the rehabilitation process. Such repairs will be considered incidental to the price bid for rehabilitation of the pipeline section.
- D. Service Reinstatements - During the final televising of the pipeline section, the camera shall stop and pan all services to assure the Engineer that all services have been installed properly and without visible groundwater leaks. No visible leaks will be allowed. Should a leak be present, it will be the responsibility of the Contractor to stop the leak with a method approved by the Engineer. All retainage being held by the City of Fayetteville will be retained until such time as all visible leaks have been repaired to the Engineer's satisfaction.
- E. Site Cleanup - The entire construction area will be returned to its original condition including the replacement of vegetation as required by these specifications as soon as possible after final acceptance of the pipeline section has been made. No retainage will be released on the project until all areas have been restored to their original condition.

PART 3 - REPAIR OF DEFECTS

3.01 PIPELINE SECTION REPAIR

- A. All sections of pipeline considered as unsatisfactory for any of the reasons mentioned in these specifications may be repaired as follows:
1. Open Cut Methods – Pipe will be removed and replaced with a pipe installed according to the requirements of these specifications.
 2. Liner Methods - Liner will be removed and replaced with a liner installed according to the requirements of these specifications.
 3. Pipe Bursting Method - Point repair area considered unsatisfactory with approved materials. Care should be taken in joining the sections of pipe to assure they are joined according to these specifications.

3.02 DEDUCTION FOR NONREPAIRED SECTIONS

- A. If, at the sole discretion of the Engineer, the unsatisfactory pipe section is allowed to remain, a deduction of 30% of the bid amount for that line segment from manhole to manhole containing the unsatisfactory section will be made. The Contractor has the alternative of repairing the unsatisfactory pipe section as mentioned above if they do not want the deduction of the bid amount to occur. The alternative mentioned in this section to repairing the unsatisfactory pipeline section will be only at the Engineer's discretion and the Engineer's decision will be final.

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END OF SECTION 6300

SECTION 6400

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements for construction photographs.

1.02 SUBMITTALS

- A. Submit electronic media as specified in Part 3 of this Section.

1.03 QUALITY ASSURANCE

- A. Photographs may be taken by Contractor personnel provided the photographs are of sufficient quality, clarity, and content to adequately indicate the status and detail of the Work. If the quality and detail of the photographs taken by Contractor personnel is not adequate to clearly show the condition of the Work, the Contractor shall retain the services of a qualified and established commercial photographer experienced in construction photography. The City will make the final determination of the adequacy of the photographs.

PART 2 PRODUCTS

2.01 PHOTOGRAPHIC REQUIREMENTS

- A. Specified in Part 3, this Section

PART 3 EXECUTION

3.01 SITE PHOTOGRAPHS

- A. The principal reason for producing site photographs is so that items such as cracked or broken curbs, pavement, or sidewalks; plugged culverts in driveways; condition of shrubs or lawns or other problems along the construction route may be more clearly shown and recorded. This will to some degree preclude the possibility of post construction litigation with property owners adjacent to the Work.
- B. In the event that a property owner alleges damages upon their property at the fault of the Contractor, it shall be the responsibility of the Contractor to provide

photographic proof that the damages were existing and/or not caused by the actions of the Contractor. If the Contractor cannot provide photographic proof, the Contractor shall repair all damages to the satisfaction of the property owner at the Contractor's sole expense.

- C. Contractor shall be responsible for photographs of the Site to show the existing conditions. Engineer will advise as to which views are of interest. Photographs shall be taken of the following areas and at the following times:
1. Existing Site conditions before construction is started. Number of views shall be adequate to cover the entire project alignment and all areas that will be disturbed. Photographs should be taken at a maximum of 100 feet interval along the alignment in the back and forward direction. Additional photographs shall be taken of items such as cracked or broken curbs, pavement, or sidewalks, plugged culverts in driveways, condition of shrubs or lawns, or other problems along the construction route that may need to be more clearly shown and recorded.
 2. Finished Project after completion of Work. Number of views shall be adequate to show the entire alignment and all restored areas.
- D. Zone of Influence: Unless otherwise indicated by Engineer or City, the "Zone of Influence" which might be affected by the construction operations and, therefore, shall be documented in the photographs, shall be whichever of the following includes the greatest area.
1. All areas within the temporary construction right-of-ways and grading limits, as indicated on the Contract Drawings.
 2. The permanent easement for the completed improvements, as indicated on the Contract Drawings.
 3. All areas within 50 feet of the proposed improvements with an additional 25 feet of supplemental coverage in residential areas.
 4. All areas within the Project Site.
- E. Construction photographs shall be digital images.

- F. Digital Images:
 - 1. Submit a complete set of digital image electronic files with each submittal on CD or DVD media.
 - a. Provide images in JPEG format, with minimum sensor size of 10.0 megapixels.
 - b. Submit images that have same aspect ratio as the sensor, uncropped.
- G. Identification:
 - 1. Identify electronic media with date digital photographs were taken. Provide a separate reference document which contains the Contract name and Contract number, date of exposure, and description of each referenced view.
- H. Deliver electronic media files to Engineer.

3.03 PAYMENT

- A. Payment for site photographs shall be made at the applicable unit prices bid in the Proposal. Payment for “before” photographs shall be made at 50 percent of the bid price upon receipt by the City of an acceptable set of photographs. The balance of this payment item shall be made at project completion, upon receipt by the City of an acceptable set of “after” photographs.

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END OF SECTION 6400