

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: August 28, 2013

Subject: Resolution approving a construction contract with Fochtman Enterprises, Inc. for \$711,833.70, Bid 13-46, to construct Water and Sewer Improvements - Razorback Road - Martin Luther King Blvd to Nettleship St, and a budget adjustment.

RECOMMENDATION

Fayetteville City Staff recommends approval of a construction contract with Fochtman Enterprises, Inc. for \$711,833.70, Bid 13-46, with a contingency of \$75,000 to construct Water and Sewer Improvements - Razorback Road - Martin Luther King Blvd to Nettleship St, and a budget adjustment.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the Arkansas Highway Department (AHTD) widening of Razorback Road from Martin Luther King Boulevard to Nettleship Street two lanes to four lanes. 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 12-inch diameter and will not require upsizing as recommend in the Water Master Plan. The majority of the existing 6-inch sewer lines are being upsized to 12-inch to accommodate the game day sewer flows attributed to the west side of Razorback Stadium.

DISCUSSION

Under this contract, we will replace approximately 3,000 feet of water and sewer line. The City opened five bids on August 22, 2013.

Trulove Dirt Works, LLC	\$ 536,259.00
Fochtman Enterprises, Inc.	\$ 711,833.70
Sweetser Construction, Inc.	\$ 927,440.50
Goodwin & Goodwin, Inc.	\$ 941,886.00
Dean Crowder Construction, Inc.	\$ 1,635,787.85
Engineer's Estimate	\$ 807,360.00

Staff reviewed the bids and concluded the following. The apparent low bidder, Trulove Dirt Works, LLC did not submit a Statement of Bidder's Qualifications or a Contractor's Act of Assurance Form as required by the bid documents. Therefore, we cannot award the bid to Trulove Dirt Works, LLC. Staff recommends awarding the contract to Fochtman Enterprises, Inc. Fochtman Enterprises, Inc. completed all of the required forms and appears to be the lowest responsible bidder. Fochtman Enterprises, Inc. has documented project performance on similar size water and sewer projects to the satisfaction of the City of Fayetteville. Construction will begin this fall and will be completed early next year.

BUDGET IMPACT

Funds are available in the project and water/sewer revenue bond fund. The budget adjustment recognizes the use of a portion of the outstanding 2009 water/sewer bond funds and moves funds into the appropriate sub-project.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-46 AND AUTHORIZING A CONTRACT WITH FOCHTMAN ENTERPRISES, INC. IN THE AMOUNT OF \$711,833.70 FOR WATER AND SEWER IMPROVEMENTS ALONG RAZORBACK ROAD FROM MARTIN LUTHER KING JR. BOULEVARD TO NETTLESHIP STREET, APPROVING A PROJECT CONTINGENCY OF \$75,000.00, 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 #13-46 and authorizes a contract with Fochtman Enterprises, Inc. in the amount of \$711,833.70 for water and sewer improvements long Razorback Road from Martin Luther King Jr. Boulevard to Nettleship Street, and further approves a project contingency of \$75,000.00.

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

PASSED and APPROVED this 17th day of September, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

Budget Year 2013	Division: Water & Sewer Maintenance Department: Utilities Director	Request Date 8/28/2013	Adjustment Number
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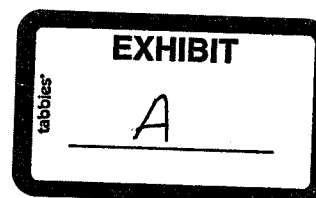
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA Needs to be done in the W/S Relocations for Street Bond Projects for W/S Improvements - Razorback Road from Martin Luther King Blvd to Nettleship St. Relocation of existing water and sewer lines is required in preparation for the Ark Highway Dept widening of Razorback road from Martin Luther King Blvd to Nettleship St from 2 lanes to 4 lanes. We will replace approximately 3,000 feet of water and sewer lines. There are available funds within the project that we are moving into the Razorback Road Relocations subproject. Also, we are recognizing the use of a portion of the outstanding 2009 W/S bond funds .

<u>[Signature]</u> Division Head	<u>28 Aug 13</u> Date	Prepared By: Cheryl Partain <i>cpartain</i>
<u>[Signature]</u> Budget Director	<u>9-5-2013</u> Date	Reference: _____
<u>[Signature]</u> Department Director	<u>28 Aug 13</u> Date	Budget & Research Use Only Type: A B C D E P
<u>Paul a. Buhn</u> Finance Director	<u>8-30-2013</u> Date	General Ledger Date _____
<u>[Signature]</u> Chief of Staff	<u>8-30-13</u> Date	Posted to General Ledger Initial _____ Date _____
<u>[Signature]</u> Mayor	<u>8/31/13</u> Date	Checked / Verified Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Water line improvements	5400.5600.5808.00	⇒ 391,889	-	11011 . 2
Sewer improvements	5400.5700.5815.00	⇒ 144,945		11011 . 2
Water line improvements	5400.5640.5808.00	⇒ 182,500		11011 . 2
Sewer improvements	5400.5740.5815.00	⇒ 67,500		11011 . 2
Water line improvements	5400.5640.5808.00	⇒ (250,000) (67,955)	(67,955)	06035.2250
Water line improvements	5400.5600.5808.00	⇒ (391,889)		11011 . 1
Sewer improvements	5400.5700.5815.00	⇒ (144,945)		11011 . 1
Prof Svcs	5400.5640.5815.00	⇒ (148,913) (148,913)	(22,232)	08072 . 1101
Water Line	5400.5640.5808.00	⇒ (148,913)		08072 . 1102
Sewer	5400.5740.5815.00	⇒ (10,900)		06035.2250



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: 8/28/2013
P.O Number:	Expected Delivery Date: Bid #13-46 Fochtman Enterprises
Page 5 of 132	

A. 2
Inc.
132

Vendor #:	Vendor Name: Fochtman Enterprises, Inc.	Mail Yes: _____ No: _____	Quotes Attached Yes: _____ No: _____
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Address: PO Drawer 1168	Fob Point: Fayetteville Job Site	Taxable Yes: _____ No: _____	Quotes Attached Yes: _____ No: _____
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City: Fayetteville	State: AR	Zip Code: 72702	Ship to code:	Division/Head Approval:
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Requester: Cheryl Partain	Requester's Employee #: 2548	Extension: 8224
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Razorback Road Relocates- Razorback Road from Martin Luther King Blvd to Nettleship St	1	JOB	337,139.00	\$337,139.00	5400.5600.5808.00	11011.2		
2	Razorback Road Relocates- Razorback Road from Martin Luther King Blvd to Nettleship St	1	JOB	124,695.00	\$124,695.00	5400.5700.5815.00	11011.2		
3	Razorback Road Relocates- Razorback Road from Martin Luther King Blvd to Nettleship St	1	JOB	182,500.00	\$182,500.00	5400.5640.5808.00	11011.2		
4	Razorback Road Relocates- Razorback Road from Martin Luther King Blvd to Nettleship St	1	JOB	67,500.00	\$67,500.00	5400.5740.5815.00	11011.2		
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:	Subtotal: \$711,834.00
	Tax: \$0.00
	Total: \$711,834.00

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

PROJECT MANUAL

WATER AND SEWER IMPROVEMENTS RAZORBACK ROAD MARTIN LUTHER KING BLVD TO NETTLESHIP ST



FAYETTEVILLE, ARKANSAS

PROJECT NUMBER 11011.2

JULY, 2013





www.accessfayetteville.org

August 13, 2013

**RE: Addendum Number 1
Bid 13-46
Water and Sewer Improvements – Razorback Road
Martin Luther King Blvd to Nettleship St
Fayetteville, AR**

All Prospective Bidders:

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

1. Bid Item #18 has been deleted in its entirety. Bid Item #17 quantities have been increased to 275 linear feet. A new Section 0310 is included to replace the existing Section 0310 in its entirety. All bidders shall use the attached revised documents when submitting a bid. Failure to use the attached revised Section 0310 shall result in bid rejection.
2. Drawings link distributed is formatted for printing on 11x17 size paper. Drawings are not formatted for full size printing.

CITY OF FAYETTEVILLE

Shannon Jones, P.E.

enclosure

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Incorporated by reference – 2012 Edition – Standard Specifications for Design
and Construction of Water Lines and Sewer Lines – December 12, 2012

END OF SECTION 0010

SECTION 0020

**CITY OF FAYETTEVILLE, AR
INVITATION TO BID
BID 13-46, WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD -
MARTIN LUTHER KING BLVD TO NETTLESHIP ST**

The City of Fayetteville is accepting bids for the installation of approximately 1,700 feet of existing water line and 1,300 feet of existing sewer line sizes 6-inch through 12-inch. Any questions concerning the bidding process should be addressed to Andrea Foren, City 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 with the bid number and name. All bids shall be received before **2:00 PM, local time on Thursday, August 22, 2013** to the City of Fayetteville, Purchasing Division – Room 306, 113 W Mountain, Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on **Tuesday, August 13, 2013 at 10:00 AM**, local time at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, room 326.

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

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

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

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

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

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

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

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: 08.01.13 and 08.08.13

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 0420 – 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 blue or black ink or by typewriter.

11.3 Unit prices and lump sum amounts shall be shown in figures. In case of discrepancy, 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 assistant secretary. The corporate address and state of incorporation must be shown on the Bid Form.

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 and titles 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, fax number, and email address 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 include all documents requiring signatures within the project manual, including but not limited to:**

Section 0310 – Bid Form

Section 0311 – Bidder's Statement of Subcontractors

Section 0312 – Bid Bond

Section 0420 – Statement of Bidder's Qualifications

Section 0660 – Contractor's Act of Assurance Form

Any additional forms listed in Section 0212 – Supplemental Information for Bidders

The Bid 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 0310 – Bid Form (signatures required on Page 3 and Page 4)
- Section 0311 – Bidder's Statement of Subcontractors
- Section 0312 – Bid Bond
- Section 0420 – Statement of Bidder's Qualifications
- Section 0660 – Contractor's Act of Assurance Form

2. CASING SPACERS

Casing spacers through steel encasements for both water and sewer lines shall be 12-inches wide.

3. WORK SCHEDULE ON RAZORBACK FOOTBALL HOME GAME WEEKENDS

Work shall be cut-off on Thursday evening on the weekends that the Arkansas Razorback Football team has a home game in Fayetteville. No work shall be permitted on Friday, Saturday, or Sunday of home game weekends. All trenches shall be backfilled flush to existing grade and all temporary barricades shall be removed as to not obstruct foot traffic. All temporary sanitary facilities and job sites/yards shall be secured.

The scheduled Fayetteville home games are:

- Saturday, August 31
- Saturday, September 14
- Saturday, September 28
- Saturday, October 12
- Saturday, November 2

4. WORK SCHEDULE FOR CLOSING RAZORBACK ROAD

Razorback Road may only be closed Saturday, October 19 through Tuesday, October 22 to install the steel encasements for both the water line and sewer line crossings. The Contractor shall incorporate all costs in the Bid necessary to execute the work required to install the steel encasements in the timeframe specified. The Contractor shall be permitted to work 24-hours per day during this time period.

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END OF SECTION 0212

SECTION 0310

BID FORM

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

DATE: August 22, 2013 at 2:00 p.m. LOCAL TIME

Proposal of: FOCHTMAN ENTERPRISES, INC.

Address: P.O. BOX 1168
FAYETTEVILLE, AR 72702

Bid For: WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD - MARTIN LUTHER KING BLVD TO NETTLESHIP ST

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**.

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**: **Addendum #1 - DATED 8/13/13**

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**.

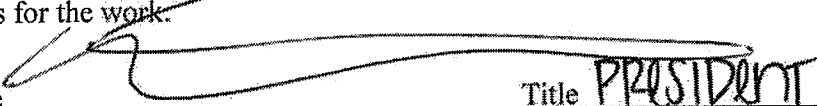
All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents**.

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.

Contract Completion Time and Liquidated Damages are stated in Document 0500 - Contract.

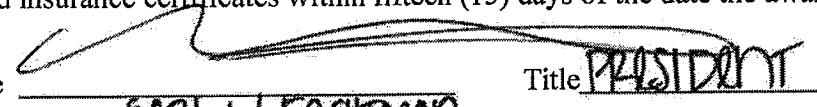
TAXES

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

Signature  Title PRESIDENT
EARL W. FOCHTMAN


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  Title PRESIDENT
EARL W. FOCHTMAN

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  Title PRESIDENT
EARL W. FOCHTMAN

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: _____

FOCHTMAN ENTERPRISES, INC.
General Contractor (Firm Name)

BY [Signature]
Signature

ATTEST [Signature]
Signature

EARL W. FOCHTMAN, PRESIDENT
Printed Name & Title

GAYLE M. FOCHTMAN, SECRETARY
Printed Name & Title

[CORPORATE SEAL]

AUGUST 22, 2013
Date

P.O. BOX 1168
Address

(479) 521-6082
Telephone Number

FAYETTEVILLE, ARKANSAS 72702
City State

(479) 521-3649
Fax Number

0038990714
Contractor's License Number

fochtmanmanagement@gmail.com
email address

SECTION 0310 - BID FORM

<u>Item</u> <u>No.</u>	<u>Item Description</u>	<u>Approx.</u> <u>Qty.</u>	<u>Unit</u>	<u>Unit Price In</u> <u>Figures</u>	<u>Total</u>
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Trench & Safety Systems	1	LS	\$ 3,000.00	\$ 3,000.00
3	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
4	Site Restoration	1	LS	\$ 45,000.00	\$ 45,000.00
5	12-Inch PVC, C-900, DR-14 Water Main	1,220	LF	\$ 65.00	\$ 79,300.00
6	8-Inch PVC, C-900, DR-14 Water Main	460	LF	\$ 49.00	\$ 22,540.00
7	6-Inch PVC, C-900, DR-14 Water Main	34	LF	\$ 44.00	\$ 1,496.00
8	12-Inch Gate Valve with Box	2	EA	\$ 2,400.00	\$ 4,800.00
9	6-Inch Gate Valve with Box	1	EA	\$ 1,025.00	\$ 1,025.00
10	12-Inch x 12-Inch Tapping Sleeve, 12-Inch Tapping Valve with Box	4	EA	\$ 6,200.00	\$ 24,800.00
11	12-Inch x 8-Inch Tapping Sleeve, 8- Inch Tapping Valve with Box	1	EA	\$ 4,850.00	\$ 4,850.00
12	8-Inch x 8-Inch Tapping Sleeve, 8- Inch Tapping Valve with Box	1	EA	\$ 4,400.00	\$ 4,400.00
13	6-Inch x 6-Inch Tapping Sleeve, 6- Inch Tapping Valve with Box	1	EA	\$ 4,000.00	\$ 4,000.00
14	Three Way Fire Hydrant Assembly	3	EA	\$ 3,800.00	\$ 11,400.00
15	Remove Existing Fire Hydrant	1	EA	\$ 1,000.00	\$ 1,000.00

SECTION 0310 - BID FORM

<u>Item</u>	<u>Approx.</u>	<u>Unit</u>	<u>Unit Price In</u>	<u>Total</u>
<u>No.</u> <u>Item Description</u>	<u>Qty.</u>		<u>Figures</u>	
16	Epoxy Coated Ductile Iron Water Main Fittings	20,000	LB	\$ 7.00 \$ 140,000.00
17	24-Inch Direct Bury Steel Casing	275	LF	\$ 160.00 \$ 44,000.00
19	Cut and Cap Existing 12-Inch Main	5	EA	\$ 1,500.00 \$ 7,500.00
20	Cut and Cap Existing 8-Inch Main	2	EA	\$ 1,300.00 \$ 2,600.00
21	Cut and Cap Existing 6-Inch Main	1	EA	\$ 1,220.00 \$ 1,220.00
22	Abandon Existing Valve	7	EA	\$ 550.00 \$ 3,850.00
23	Concrete Anchor Collar	2	EA	\$ 1,600.00 \$ 3,200.00
24	12-Inch PVC Sewer Main, SDR-26	1,259	LF	\$ 72.00 \$ 90,648.00
25	Standard Manhole, 4' Dia. 0'-6'	9	EA	\$ 2,300.00 \$ 20,700.00
26	Standard Manhole, 4' Dia. Extra Depth	35	VF	\$ 150.00 \$ 5,250.00
27	Manhole, Existing, Abandon or Remove	1	EA	\$ 750.00 \$ 750.00
28	Plug Existing Sewer at Manhole Wall	5	EA	\$ 1,500.00 \$ 7,500.00
29	Core Drill and Connect to Existing Manhole	3	EA	\$ 1,050.00 \$ 3,150.00
30	AHTD Pavement Repair	220	SY	\$ 80.00 \$ 17,600.00
31	Asphalt Pavement Repair	1,250	SY	\$ 70.00 \$ 87,500.00

SECTION 0310 - BID FORM

<u>Item</u>	<u>Approx.</u>	<u>Unit Price In</u>		
<u>No.</u> <u>Item Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Figures</u>	<u>Total</u>
32 Concrete Pavement Repair	100	SY	\$ 65.00	\$ 6,500.00
33 Concrete Sidewalk Repair	80	SY	\$ 45.00	\$ 3,600.00
Concrete Curb and Gutter				
34 Replacement	550	LF	\$ 20.00	\$ 11,000.00
Fence and Masonry Column,				
35 Remove and Replace	1	LS	\$ 4,000.00	\$ 4,000.00
36 Acceptance Inspection by CCTV	1,259	LF	\$ 3.30	\$ 4,151.70
37 Construction Photographs	1	LS	\$ 4,500.00	\$ 4,500.00

Total Bid \$ 711,833.70

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. <u>GOODWIN: GOODWIN</u>	<u>3503 FREE FERRY RD. FORTSMITH, AR 72903</u>	<u>CCTV ACCEPTANCE INSPECTION</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

The undersigned **BIDDER** agrees that the work will be supervised by the General Contractor Superintendent assigned to the project. The General Contractor Superintendent shall be onsite during the execution of the **Work**.

Date: AUGUST 22, 2013

Signature: 
EARL W. FOCHTMAN

Title: PRESIDENT

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END OF SECTION 0311



SECTION 0312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Fochtman Enterprises, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, are hereby held and firmly bound unto the City of Fayetteville in the penal sum of Five Percent of the Amount Bid (5% of bid) for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD - MARTIN LUTHER KING BLVD TO NETTLESHIP ST

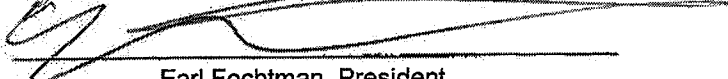
NOW, THEREFORE,

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

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

Signed, this 22nd day of August, 2013.

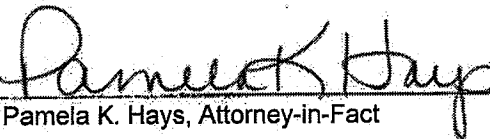
Fochtman Enterprises, Inc.

By: 

(Principal) Earl Fochtman, President

Fidelity and Deposit Company of Maryland

(Surety)

By: 

Pamela K. Hays, Attorney-in-Fact

END OF SECTION 0312

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Benson A. CASHION, Matthew K. CASHION, JR., William H. GRIFFIN, Judy SCHOGGEN, Cynthia L. TRICKEY, Pamela K. HAYS, Nick W. PETERS and James R. RAMSAY, all of Little Rock, Arkansas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of November, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 16th day of November, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski
Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of August, 2013.



Geoffrey Delisio

Geoffrey Delisio, Vice President

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 Contractor shall have executed work for municipalities operating water/sewer facilities or water/sewer contracted operations with a **minimum of three (3) projects exceeding seven hundred thousand dollars (\$700,000)**. 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

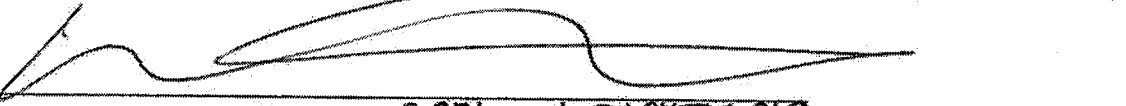
1. Name of Bidder: **FOCHTMAN ENTERPRISES, INC.**
2. Permanent main office address: **26 W. SUNBRIDGE DR. FAYETTEVILLE, AR 72703**
3. When organized: **JULY 1970**
4. If a corporation, where incorporated: **ARKANSAS**
5. How many years have you been engaged in the contracting business under your present firm or trade name? **35 YEARS**
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.) **SEE ATTACHMENT**
7. General character of work performed by your company: **HEAVY/GENERAL CONSTRUCTION**
8. Have you ever failed to complete any work awarded to you. (If so, where and why?) **NO**
9. Have you ever defaulted on a contract? (If so, where and why?) **NO**
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. **SEE ATTACHMENT**
11. Background and experience of field personnel currently employed by your organization who will perform the work. **UP TO 35 YEARS EXPERIENCE**
12. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc. **EARL FOCHTMAN'S
EMILY FOCHTMAN
35 YEARS**
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. **YES**
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.

FOCHTMAN ENTERPRISES, INC.

(Name of Bidder)

By: 

EARL W. FOCHTMAN

Title: PRESIDENT

END OF SECTION 0420



JAMIE E. HIRYAK
NOTARY PUBLIC
WASHINGTON COUNTY ARKANSAS
COMMISSION # 12364138
MY COMMISSION EXPIRES 01-21-2018

FOCHTMAN ENTERPRISES, INC.



AUGUST 22, 2013

TO: CITY OF FAYETTEVILLE, ARKANSAS

RE: BID 13-46, WATER & SEWER IMPROVEMENTS -
RAZORBACK ROAD - MARTIN LUTHER KING BLVD
TO NETTLESHIP
FAYETTEVILLE, AR
ATTACHMENT TO BID

6 CONTRACTS ON HAND:
COPPERSTONE PHASE II - \$161,311.00 - TO COMPLETE SEPTEMBER 2013
MONTE NE ROAD IMPROVEMENTS - \$44,455.00 - TO COMPLETE AUGUST 2013
DON TYSON INTERCHANGE - \$366,258.69 - TO COMPLETE SEPTEMBER 2013
HIDDEN ACRES - \$110,246.80 - TO COMPLETE SEPTEMBER 2013

10 PROJECT: HIGHWAY 264 BUSINESS PARK SANITARY SEWER
OWNER: CITY OF LOWELL, AR
COMPLETED: APRIL 2010
COST: \$158,705.00

PROJECT: PLANET FITNESS
OWNER: FORREST HILLS VILLAGE, LLC
COMPLETED: DECEMBER 2012
COST: \$427,871.95

PROJECT: SPRINGDALE WATER PHASE III
OWNER: CITY OF SPRINGDALE, ARKANSAS
COMPLETED: JULY 2013
COST: \$732,048.00

PROJECT: 21ST STREET IMPROVEMENTS
OWNER: CITY OF ROGERS, ARKANSAS
COMPLETED: JULY 2013
COST: \$1,106,668.15

SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND FOCHTMAN ENTERPRISES, INC.**

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

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

WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD - MARTIN LUTHER KING BLVD TO NETTLESHIP ST

2. **FOCHTMAN ENTERPRISES, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **FOCHTMAN ENTERPRISES, 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 **150** calendar days. **FOCHTMAN ENTERPRISES, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$750** for each calendar day thereafter that the **WORK** is not complete.
4. **FOCHTMAN ENTERPRISES, 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 Form
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and Fochtman Enterprises, 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 **FOCHTMAN ENTERPRISES, 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 FOCHTMAN ENTERPRISES, INC. have signed this Agreement in triplicate. One counterpart each has been delivered to City of Fayetteville, Engineer, and 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.

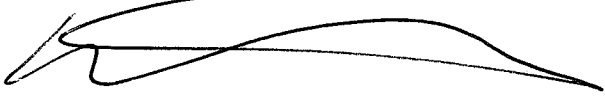
OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

FOCHTMAN ENTERPRISES, INC.

BY _____
Signature

BY 
Signature

Mayor Lioneld Jordan

EARL W. FOCHTMAN, PRESIDENT
Printed Name & Title

Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____
Signature

ATTEST 
Signature

Printed Name & Title

GAYLE M. FOCHTMAN, SECRETARY
Printed Name & Title

Address for giving notices:

Address for giving notices:

113 W. Mountain

PO Box 1168

Fayetteville, AR 72701

Fayetteville, AR 72702

License No. 0038990714

Agent for service of process: GAYLE FOCHTMAN

26 W. SUNBRIDGE FAYETTEVILLE, AR

(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 _____

WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD - MARTIN LUTHER
KING BLVD TO NETTLESHIP ST

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
WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD - MARTIN LUTHER
KING BLVD TO NETTLESHIP ST

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;

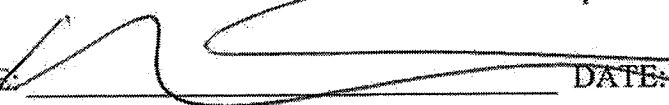
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(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: FOCHTMAN ENTERPRISES, INC.

SIGNATURE:  DATE: AUGUST 22, 2013

PRINTED NAME: EARL W. FOCHTMAN TITLE: PRESIDENT

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 Form, 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

July 12, 2013

Shannon Jones
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Water & Sewer Improvements
Razorback Road
Martin Luther King Blvd to Nettleship Street
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 installation due to the widening of a road, 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
DESCRIPTION OF UNIT PRICE SCHEDULE ITEMS

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. The work shall consist of furnishing all plant, labor and material in performing all operations in connection with maintaining, repairing, and relocating the sanitary sewer system as listed in **Section 0310 – Bid Form**.
- B. All work shall be completed in strict accordance with the plans and specifications.
- C. Furnish or construct all items required for this project even if they are not listed on the Unit Price Schedule.

1.02 PAYMENT

- A. Cleanup along the route of the Work shown to be completed on the previous month's partial payment request shall be completed before payment will be made for any Work shown to be completed on the current month's partial payment request.
- B. Final payment will not be made until all final product performance requirements have been completed in accordance with the Contract Documents.

PART 2 - UNIT PRICES

2.00 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.

2.01 ITEM 1 - MOBILIZATION

- A. The Bid Amount for this item shall include the following:
 - 1. All preparatory work and operations necessary for movement of personnel, equipment, supplies, and incidentals to the Project Site.
 - 2. Establishment of temporary offices, storage buildings, sanitary facilities, and other facilities necessary to undertake the Project.
 - 3. Work and operations which must be performed, or for expenses incurred, prior to beginning work on the Project.
 - 4. Any construction costs not directly attributable to other pay items in this Section.
- B. Mobilization shall be measured and paid by Lump Sum. Payment made each Estimate shall be equal to the percentage of total Contract Price completed at the time of the Estimate. Total Contract Price completed shall be the actual construction complete and does not include materials stored. No additional payment will be made under this item due to any additions in the Contract Documents.

- C. In no case shall the amount bid for Mobilization exceed five (5) percent of the Total Contract Amount listed in Section 0310 Bid Form. A bid with mobilization exceeding five (5) percent of the total bid shall be rejected.

2.02 ITEM 2 - TRENCH & SAFETY SYSTEMS

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to comply with all Safety Standards in the Contract Documents.
 - 2. Anything incidental to this bid item that is necessary for the Safety of the Project according to the Contract Documents.
- B. Safety shall be measured and paid by Lump Sum. Payment made each Estimate shall be equal to the percentage of total Contract Price completed at the time of the Estimate. Total Contract Price completed shall be the actual construction complete and does not include materials stored. No additional payment will be made under this item due to any additions in the Contract Documents.

2.03 ITEM 3 - EROSION CONTROL

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to construct temporary and permanent erosion protection related to grubbing, grading, excavation, paving, and other work
 - 2. Anything incidental to this bid item that is necessary to complete Erosion Control according to the Contract Documents.
- B. Erosion Control shall be measured and paid by Lump Sum. Payment made each Estimate shall be equal to the percentage of total Contract Price completed at the time of the Estimate. Total Contract Price completed shall be the actual construction complete and does not include materials stored. No additional payment will be made under this item due to any additions in the Contract Documents.

2.04 ITEM 4 - SITE RESTORATION

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to install top soil, fertilizer, seed or sod, mulch cover, water, and final cleanup at all locations disturbed by the construction.
 2. Type of ground cover to be installed shall be equal to the existing ground cover removed unless stated otherwise in the Contract Documents.
 3. Contractor is responsible for replacing any shrubs, vegetation or trees up to 4" in diameter.
 4. Anything incidental to this bid item that is necessary to complete the installation of the seed or solid sod according to the Contract Documents.
- B. Site Restoration shall be measured and paid by the lump sum. Payment made each Estimate shall be equal to the percentage of total water and/or sewer pipe installed at the time of the Estimate. Total pipe installed shall be the actual construction complete and does not include materials stored. No additional payment will be made under this item due to any additions in the Contract Documents.

2.05 ITEM 5, ITEM 6, ITEM 7 - PVC, C-900, DR-14 WATER MAIN

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials, to provide and install PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
 2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
 3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, or temporary bypass lines required for the trenching and backfill required to install the proposed pipe.
 4. All necessary backfill material required to backfill the trench to its original or planned elevation.

5. All pipe, installation of pipe, cutting of pipe, connection of pipe to existing pipe, and removal and disposal of existing pipe if relaying an existing pipeline.
 6. Repair of damaged storm drains or other utilities damaged during installation of the water main shall be included in the bid price.
 7. Anything incidental to this bid item that is necessary to complete the installation of the water main according to the Contract Documents.
- B. PVC Water Main shall be measured and paid by the linear foot according to the various sizes and types listed in Section 0310 Bid Form. Measurement of the PVC Water Main shall be made horizontally along the centerline of the trench as the pipe is installed.
- C. Payment for PVC Water Main shall be as follows:

Installation of water main:	75% value
Acceptance of installation after testing and sampling:	10% value
Payment after final restoration:	15% value

2.06 ITEM 8, ITEM 9 – GATE VALVE WITH BOX

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to provide and install Gate Valve with Box in accordance with the Drawings and Specifications.
 2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
 3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to install the Gate Valve with Box.
 4. All necessary backfill material required to backfill the trench to its original or planned elevation.
 5. Repair of damaged storm drains or other utilities damaged during installation of the Gate Valve with Box shall be included in the bid price.

6. Anything incidental to this bid item that is necessary to complete the installation of the Gate Valve with Box according to the Contract Documents.

B. Gate Valve with Box shall be measured and paid by each Gate Valve with Box installed.

2.07 ITEM 10, ITEM 11, ITEM 12, ITEM 13 – TAPPING SLEEVE, TAPPING VALVE WITH BOX

A. The bid amount for this item shall include the following:

1. All labor, equipment, and materials necessary to provide and install Tapping Sleeve, Tapping Valve with Box in accordance with the Drawings and Specifications.
2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to install the Tapping Sleeve, Tapping Valve with Box.
4. All necessary backfill material required to backfill the trench to its original or planned elevation.
5. Repair of damaged storm drains or other utilities damaged during installation of the Tapping Sleeve, Tapping Valve with Box shall be included in the bid price.
6. Anything incidental to this bid item that is necessary to complete the installation of the Tapping Sleeve, Tapping Valve with Box according to the Contract Documents.

B. Tapping Sleeve, Tapping Valve with Box shall be measured and paid by each Tapping Sleeve, Tapping Valve with Box installed.

2.08 ITEM 14 - THREE WAY FIRE HYDRANT ASSEMBLY

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to provide and install 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.
 2. Tee on the water main will be paid for in Ductile Iron Fittings.
 3. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
 4. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to install the Three Way Fire Hydrant Assembly.
 5. All necessary backfill material required to backfill the trench to its original or planned elevation.
 6. Repair of damaged storm drains or other utilities damaged during installation of the Three Way Fire Hydrant Assembly shall be included in the bid price.
 7. Anything incidental to this bid item that is necessary to complete the installation of the Three Way Fire Hydrant Assembly according to the Contract Documents.
- B. Three Way Fire Hydrant Assembly shall be measured and paid by each Three Way Fire Hydrant Assembly installed.

2.09 ITEM 15 - REMOVE EXISTING FIRE HYDRANT

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to remove fire hydrants in accordance with the Drawings and Specifications.
 2. Fire Hydrants removed shall be delivered to the City of Fayetteville’s Maintenance Facility on Industrial Drive.

- B. Remove Existing Fire Hydrant shall be measured and paid by each Existing Fire Hydrant Removed.

2.10 ITEM 16 - EPOXY COATED DUCTILE IRON FITTINGS

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to provide and install epoxy coated ductile iron water main fittings in accordance with the Drawings and Specifications.
 - 2. Payment for mechanical joint ductile iron epoxy coated fittings shall be made at the unit price bid in the Bid Form 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 ductile iron. Double wrap polyethylene encasement shall be included in the payment for mechanical joint fittings.
- B. Epoxy Coated Ductile Iron Fittings shall be measured and paid per pound of Epoxy Coated Ductile Iron Fittings installed.

2.11 ITEM 17, ITEM 18 - STEEL ENCASEMENT PIPE, OPEN CUT

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to install the Steel Encasement Pipe according to the Grade and Elevations shown in the Contract Documents.
 - 2. Size of Steel Encasement Pipe shall be as shown in Section 0310 Bid Form.
 - 3. All encasement pipe, installation of encasement pipe, installation of carrier pipe, cutting of pipe, welding of pipe, casing spacers, double polywrap encasement, and sealing the ends of the encasement. Refer to Section 3400 – Utility Line Bores for installation of encasement pipe by open-cut method.
 - 4. Carrier pipe through steel encasement pipe will be paid for separately.

5. Anything incidental to this bid item that is necessary to complete the Steel Encasement Pipe installation according to the Contract Documents.
- B. Steel Encasement Pipe shall be measured and paid by the linear foot. Measurement of the Steel Encasement Pipe shall be made horizontally along the centerline of the installed encasement pipe.

2.12 ITEM 19, ITEM 20, ITEM 21 - CUT AND CAP EXISTING WATER MAIN

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to Cut and Cap Existing Water Main in accordance with the Drawings and Specifications..
 2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
 3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to Cut and Cap Existing Water Main.
 4. All necessary backfill material required to backfill the trench to its original or planned elevation.
 5. Repair of damaged storm drains or other utilities damaged during installation of the Tapping Sleeve, Tapping Valve with Box shall be included in the bid price..
 6. Anything incidental to this bid item that is necessary to complete the Cut and Cap Existing Water Main according to the Contract Documents.
- B. Cut and Cap Existing Water Main shall be measured and paid by each Cut and Cap Existing Water Main performed.

2.13 ITEM 22 - ABANDON EXISTING VALVE

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to Abandon Existing Valve in accordance with the Drawings and Specifications..
 2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground

surface and within the area necessary to permit the construction of the Work.

3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to Abandon Existing Valve.
 4. All necessary backfill material required to backfill the trench to its original or planned elevation.
 5. Repair of damaged storm drains or other utilities damaged during installation of the Abandon Existing Valve shall be included in the bid price..
 6. Anything incidental to this bid item that is necessary to complete the Abandon Existing Valve according to the Contract Documents.
- B. Abandon Existing Valve shall be measured and paid by each Abandon Existing Valve abandoned.

2.14 ITEM 23 - CONCRETE ANCHOR COLLAR

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to provide and install Concrete Anchor Collar, in accordance with the Drawings and Specifications.
 2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
 3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to install Concrete Anchor Collar.
 4. All necessary backfill material required to backfill the trench to its original or planned elevation.
 5. Repair of damaged storm drains or other utilities damaged during installation of the Concrete Anchor Collar shall be included in the bid price..

6. Anything incidental to this bid item that is necessary to complete the installation of Concrete Anchor Collar according to the Contract Documents.
- B. Concrete Anchor Collar shall be measured and paid by each Concrete Anchor Collar installed.

2.15 ITEM 24 - GRAVITY SEWER MAIN

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to install the Gravity Sewer Main. Payment shall include trace wire and marker tape.
 2. All grading, cutting, removal and proper disposal of all trees, shrubs, and underbrush, and the removal of any debris existing above natural ground surface and within the area necessary to permit the construction of the Work.
 3. All excavation, rock excavation, blasting, necessary permits from governmental agencies, shoring, dewatering, removal of excess material, protection barricades, traffic control, warning lights, signage, bypass pumping or temporary bypass lines required for the trenching and backfill required to install the proposed pipe.
 4. All necessary backfill material required to backfill the trench to its original or planned elevation.
 5. All pipe, installation of pipe, cutting of pipe, connection of pipe to existing pipe or manhole, and removal and disposal of existing pipe if relaying an existing pipeline.
 6. Repair of damaged storm drains or other utilities damaged during installation of the gravity sewer pipe shall be included in the bid price.
 7. Anything incidental to this bid item that is necessary to complete the installation of the Gravity Sewer Main according to the Contract Documents.
- B. Gravity Sewer Main shall be measured and paid by the linear foot according to the various sizes and types listed in Section 0310 Bid Form. Measurement of the Gravity Sewer Main shall be made horizontally along the centerline of the trench as the pipe is laid, with measurement being continuous through manholes.

C. Payment for Gravity Sewer Main shall be as follows:

Installation of gravity sewer main and reconnection of services:	75% value
Acceptance of installation after reviewing post rehabilitation video:	10% value
Payment after final restoration	15% value

2.16 ITEM 25 - STANDARD MANHOLE, 0'-6' DEPTH

A. The bid amount for this item shall include the following:

1. All labor, equipment, and materials necessary to build, and complete in place, a new manhole.
2. All excavation, shoring, dewatering, bypass pumping, manhole materials, forms if necessary, installation if required, manhole ring and cover, backfill, site restoration, and vacuum testing.
3. Diameter of Manholes to be constructed shall be as shown in Section 0310 Bid Form.
4. Any additional Pipe required to be installed for an existing sewer line entering the manhole that is not designated to be replaced, shall be included in this bid item. Any Trenching and Backfill required to install the additional Pipe shall also be included in this Bid Item.
5. Anything incidental to this bid item that is necessary to complete the Manhole according to the Contract Documents.

B. Manholes shall be measured and paid individually for each manhole installed. Manholes 0' to 6' shall be paid as a unit. This item does not cover any addition footage over 6'. 6' measurement shall be made vertically from the lowest flowline.

2.17 ITEM 26 - STANDARD MANHOLE, EXTRA DEPTH

A. The bid amount for this item shall include the following:

1. All labor, equipment, and materials necessary to build, and complete in place, the portion of the new manhole over 6' in height.
2. All excavation, shoring, dewatering, by pass pumping, manhole materials, forms if necessary, installation if required, steps, backfill and site restoration.
3. Diameter of Manholes to be constructed shall be as shown in Section 0310 Bid Form.

- 4 Anything incidental to this bid item that is necessary to complete the extra depth for the Manhole according to the Contract Documents.
- B. Extra depth for a Manhole shall be measured and paid by the vertical foot rounded up to the nearest tenth of a foot for that portion of manhole installed above 6'. Measurement shall be made vertically from the rim of the completed manhole to the lowest flowline and the portion from 0' to 6' subtracted. This item does not cover the section of the Manhole from 0' to 6' or the ring and cover.

2.18 ITEM 27 - MANHOLE, EXISTING, ABANDON OR REMOVE

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to abandon or remove the existing manhole shown on the Drawings.
 2. All excavation, shoring, dewatering, backfill, cleanup, and disposal of any material removed.
 3. Ring and Cover removed shall be delivered to the City of Fayetteville's Maintenance Facility on Industrial Drive.
 4. Anything incidental to this bid item that is necessary to abandon or remove the existing Manhole according to the Contract Documents.
- B. Abandon or Removal of Existing Manholes shall be measured and paid individually for each manhole abandoned or removed.

2.19 ITEM 28 - PLUG EXISTING SEWER AT MANHOLE WALL

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to Plug Existing Sewer at Manhole Wall as shown on the Drawings.
 2. All Bypass pumping, plugs (flow through if necessary), concrete, and grout.
 3. Anything incidental to this bid item that is necessary to Plug Existing Sewer at Manhole Wall according to the Contract Documents.
- B. Plug Existing Sewer at Manhole Wall shall be measured and paid individually for each sewer main plugged.

2.20 ITEM 29 - CORE DRILL AND CONNECT TO EXISTING MANHOLE

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to connect to the existing manhole as shown on the Drawings.
 - 2. All Bypass pumping, plugs (flow through if necessary), concrete, and grout.
 - 3. Anything incidental to this bid item that is necessary to connect to the existing manhole according to the Contract Documents.
- B. Connection to the existing manhole shall be measured and paid individually.

2.21 ITEM 30 - AHTD PAVEMENT REPAIR

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to repair (remove and replace) the pavement surface shown in accordance with the Contract Documents.
 - 2. All saw cutting, excavation, barricades, signage, warning lights, flowable concrete fill, asphalt, concrete, concrete base if required, compaction of subbase and base material, removal of old material, tack coat, temporary repair materials, cleanup, and striping of roadway as required.
 - 3. Anything incidental to this bid item that is necessary to complete the repair of the asphalt surface according to the Contract Documents.
- B. AHTD pavement repair shall be measured and paid by the square yard as installed.

2.22 ITEM 31 - ASPHALT PAVEMENT REPAIR

- A. The bid amount for this item shall include the following:
 - 1. All labor, equipment, and materials necessary to repair (remove and replace) the asphalt surface shown in accordance with the Contract Documents.
 - 2. All saw cutting, excavation, barricades, signage, warning lights, Class 7 backfill, asphalt, concrete base if required, compaction of subbase and base material, removal of old material, tack coat, temporary repair materials, cleanup, and striping of roadway as required.

3. Anything incidental to this bid item that is necessary to complete the repair of the asphalt surface according to the Contract Documents.
- B. Asphalt pavement repair shall be measured and paid by the square yard as installed.

2.23 ITEM 32 - CONCRETE PAVEMENT REPAIR

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to repair (remove and replace) the concrete pavement shown in accordance with the Contract Documents.
 2. All saw cutting, excavation, barricades, signage, warning lights, Class 7 backfill, concrete, compaction of subbase and base material, removal of old material, temporary repair materials, cleanup, and striping of roadway if required.
 3. Anything incidental to this bid item that is necessary to complete the repair of the concrete surface according to the Contract Documents.
- B. Concrete pavement repair shall be measured and paid by the square yard for each square yard of concrete pavement repaired. Maximum dimensions used in determining quantities shall be as shown in the Contract Documents. Actual concrete replacement may be greater due to safety requirements. Any additional concrete repair over the maximum dimensions shall be at the Contractor's expense. No payment shall be made under this item for any concrete repair over the maximum dimensions allowed unless specifically designated by the City of Fayetteville.

2.24 ITEM 33 - CONCRETE SIDEWALK REPAIR

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to repair (remove and replace) the concrete sidewalk shown in accordance with the Contract Documents.
 2. All saw cutting, excavation, barricades, signage, warning lights, Class 7 backfill, concrete, compaction of subbase and base material, removal of old material, temporary repair materials, cleanup, and striping of roadway if required.

3. Anything incidental to this bid item that is necessary to complete the repair of the concrete sidewalk according to the Contract Documents.
- B. Concrete sidewalk repair shall be measured and paid by the square yard for each square yard of concrete sidewalk repaired. Maximum dimensions used in determining quantities shall be as shown in the Contract Documents. Actual concrete replacement may be greater due to safety requirements. Any additional concrete repair over the maximum dimensions shall be at the Contractor's expense. No payment shall be made under this item for any concrete repair over the maximum dimensions allowed unless specifically designated by the City of Fayetteville.

2.25 ITEM 34 - CONCRETE CURB AND GUTTER REPLACEMENT

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to replace the Concrete Curb and Gutter.
 2. Concrete, joint material, reinforcement, removal and disposal of existing concrete curb and gutter, any required excavation, fine grading, backfilling, finishing and curing of the concrete.
 3. Anything incidental to this bid item that is necessary to complete the Concrete Curb and Gutter Replacement.
- B. Concrete Curb and Gutter Replacement shall be measured and paid by the linear foot. Measurement of the Concrete Curb and Gutter Replaced shall be made to the nearest 0.1 linear foot.

2.27 ITEM 35 - FENCE AND MASONRY COLUMN, REMOVE AND REPLACE

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to remove and replace the existing fences and columns.
 2. All fence material, fence posts, bricks, concrete blocks, natural stone, concrete, reinforcing bars, gravel and forming material.
 4. Fences and Columns shall be replaced to their original or better condition. If this cannot be accomplished with the fence or wall material removed, new material shall be purchased and installed at no additional cost.

5. Anything incidental to this bid item that is necessary to complete the removal and replacement of Fences and Columns according to the Contract Documents.
- B. Fence and Masonry Column, Remove and Replace shall be measured and paid for Lump Sum.

2.28 ITEM 36 - ACCEPTANCE INSPECTION BY CCTV

- A. The bid amount for this item shall include the following:
1. All labor, equipment, and materials necessary to clean and televise the rehabilitated sewer line in accordance with the Contract Documents.
 2. Cleaning as necessary to assure a clear and accurate representation of the sewer main segment.
 3. Bypass pumping as necessary to remove the flow from the segment.
 4. Traffic Control as required.
 5. Televising of line segment and compiling an accurate log of all service locations and any defects shown in the pipe segment.
 6. Provide City of Fayetteville with copy of televised line segment and log.
 7. Anything incidental to this bid item that is necessary to test the rehabilitated sewer line according to the Contract Documents.
- B. Measurement and payment shall be made by the linear foot at the price shown in the Bid Form. Measurement shall be made of the actual linear footage of sewer main segment as measured horizontally from center of manhole to center of manhole at ground level.

2.29 ITEM 37 - CONSTRUCTION PHOTOGRAPHS

- A. The bid amount for this item shall include the following:
1. 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.
- B. Measurement and payment shall be made 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.

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END OF SECTION 0900

SECTION 6600
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 6600

SECTION 6700

SUPPLEMENTAL FINAL PRODUCT PERFORMANCE REQUIREMENTS - SEWER

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This Section covers the final product requirements for the sewer pipe or manholes included in the Work according to 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 6700

ATTACHMENT A

STORM WATER POLLUTION PREVENTION PLAN

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**Stormwater Pollution Prevention Plan (SWPPP)
for Small Construction Site**

**National Pollutant Discharge Elimination System (NPDES)
General Permit # ARR150000**

Prepared for:

City of Fayetteville
Razorback Road Water and Sewer Improvement Project

Date:

July 22, 2013

Prepared by:

City of Fayetteville Engineering Division

Project Name and Location: Razorback Road Water and Sewer Improvement Project, Fayetteville, AR

Operator Name and Address: _____

A. Site Description

a. Project description, intended use after NOI is filed:

The proposed project will consist of the installation of new water and sewer mains along Razorback Road from Martin Luther King Blvd. to Leroy Pond Drive to accommodate the widening of the highway. Construction activities generally include clearing and grubbing, minor grading, excavation, and water and sewer installation.

b. Sequence of major activities which disturb soils:

- Obtain all necessary permits.
- Know and maintain onsite the approved SWPPP.
- Inform all personnel and subcontractors of the SWPPP and its requirements.
- Have all existing utilities located.
- Install and maintain all required erosion control measures in accordance with the plans and as directed by the Engineer.
- Install all proposed water and sewer improvements according to the plans.
- Revegetate all disturbed areas as work is completed.

c. Total Area: 2.50 acres **Disturbed Area:** 2.05 acres

B. Responsible Parties: The contractor shall be responsible for implementing, restoring and/or revising the temporary sediment and erosion control measures as necessary during construction to help prevent soil erosion and storm water pollution

Individual/Company	Phone Number	Service Provided for SWPPP (i.e., Inspector, SWPPP revisions, Stabilization Activities, BMP Maintenance, etc.)
		SWPPP revisions, stabilization, maintenance and installation

C. Receiving Waters

a. The following waterbody (or waterbodies) receives stormwater from this construction site:
 Unnamed tributary to College Branch, then to the Town Branch.

b. This project is located within the jurisdiction of the City of Fayetteville MS4.

c. Ultimate Receiving Water:

West Fork of the White River, then Arkansas River

D. Site Map (See Erosion Control Plans):

E. Stormwater Controls

a. Initial Site Stabilization, Erosion and Sediment Controls, and Best Management Practices:

i. Initial Site Stabilization:

Trenching will be the only soil disturbance during the installation of the silt fence prior to construction.

ii. Erosion and Sediment Controls:

Silt fences will be installed by trenching the fence in to a minimum depth of 6' and rock check dams will be constructed in the existing ditch lines.

iii. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the operator will replace or modify the control for site situations.

iv. Off-site accumulations of sediment will be removed at a frequency sufficient to minimize off-site impacts.

v. Sediment will be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50%.

vi. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges.

vii. Off-site material storage areas used solely by the permitted project are not being covered by this SWPPP.

b. Stabilization Practices

i. Description and Schedule:

Temporary and permanent seeding and mulch cover shall be utilized as the primary stabilization practice. Seeding shall be performed by hydroseeding, by hand, or by a mechanical broadcasting method. Seeding rates and types shall be installed in accordance with the Contract Documents. When construction activities have ceased (temporarily or permanently), the disturbed areas shall be stabilized within 14 days unless activities are scheduled to resume within 21 days. Undisturbed natural vegetation on-site will remain intact. An erosion control blanket, temporary and permanent seeding and mulching of open drainage ditches will also occur and be documented.

ii. Are buffer areas required?

The restricted width of the ROW and the easement areas do not allow for the establishment of buffer zones.

iii. A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included with the plan.

iv. Deadlines for stabilization: Stabilization procedures will be initiated fourteen (14) days after construction activity temporarily ceases on a portion of the site.

c. Structural Practices

- i. Describe any structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site: Silt fences and rock check dams are proposed along with any other erosion control measure necessary to properly contain the sediment.
- ii. Sediment Basins:
 - Are 10 or more acres draining to a common point? Yes
 - Is a sediment basin included in the project? No
 - The drainage area from the project site is a small portion of the runoff in the basin. The majority of the drainage area is off-site and will not be disturbed.
- iii. Describe Velocity Dissipation Devices: Ditch check dams will be constructed in accordance with the construction plans and as directed by the Engineer. .

F. Other Controls

- a. No solid materials, including building materials, shall be discharged to Waters of the State.
- b. Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of:
 - A stabilized construction entrance and exit
 - Vehicle tire washing
- c. **Temporary Sanitary Facilities:** Portable sanitary waste systems will be required at all times during construction. All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.
- d. **Concrete Waste Area Provided:**
The contractor will be responsible for determining a location for and construction of a concrete washout area per standard details.
- e. **Fuel Storage Areas, Hazardous Waste Storage, and Truck Wash Areas:** At a minimum, any products in the following categories shall be considered hazardous: fuels, paints, acids for masonry cleaning, cleaning solvents, asphalt products, chemical additives for soil stabilization, or concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill coordinator should be contacted immediately. All hazardous waste materials will be disposed of as specified by local or state regulations or by the product manufacturer. Products will be kept in original containers unless they are re-sealable. Original labels and material safety data will be retained. If surplus products must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

The temporary parking and storage area should be used for equipment maintenance and cleaning. All water generated from equipment cleaning shall be disposed of in a manner that prevents contact with storm water discharged from the site. All portable facilities including office trailers and toilet facilities can also be located in this area.

G. Non-Stormwater Discharges

- a. The following allowable non-stormwater discharges comingled with stormwater are present or anticipated at the site:
 - Fire hydrant flushings;
 - Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2;

Potable water sources including uncontaminated waterline flushings;

- b. Describe any controls associated with non-stormwater discharges present at the site: All non-storm water discharges will be directed to an approved control device prior to discharge.
- H. Applicable State or Local Programs: The SWPPP will be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site.
- I. Inspections
 - a. Inspection frequency:

At least once every 14 calendar days and within 24 hours of the end of a storm even 0.5 inches or greater (a rain gauge must be maintained on-site)
 - b. Inspections:

Completed inspection forms will be kept with the SWPPP.
ADEQ's inspection form will be used (See Appendix A)
 - c. Inspection records will be retained as part of the SWPPP for at least three (3) years from the date of termination.
 - d. It is understood that the following sections describe waivers of site inspection requirements. All applicable documentation requirements will be followed in accordance with the referenced sections.
 - i. Winter Conditions (Part II.A.4.L.3)
 - ii. Adverse Weather Conditions (Part II.A.4.L.4)

J. Maintenance:

The following procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition will be followed: All erosion control measures will be maintained as needed to ensure that they function as designed. The bmp's will be replaced or repaired as necessary. Vegetation will be reestablished as soon as possible after work in areas is completed.

Any necessary repairs will be completed, when practicable, before the next storm event, but not to exceed a period of 3 business days of discovery, or as otherwise directed by state or local officials.

K. Employee Training:

The following is a description of the training plan for personnel (including contractors and subcontractors) on this project: No training plan will be provided by the City of Fayetteville. The contractors will be responsible to provide knowledgeable personnel to complete the work.

****Note, Formal training classes given by Universities or other third-party organizations are not required, but recommended for qualified trainers; the permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.**

Certification

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

Signature of Responsible or Cognizant Official: _____

Title: _____

Date: _____

ARR150000 Inspection Form

Inspector Name: _____

Date of Inspection: _____

Inspector Title: _____

Date of Rainfall: _____

Duration of Rainfall: _____

Days Since Last Rain Event: _____ days

Rainfall Since Last Rain Event: _____ inches

Description of any Discharges During Inspection: _____

Location of Discharges of Sediment/Other Pollutant (specify pollutant & location): _____

Locations in Need of Additional BMPs: _____

Information on Location of Construction Activities

Location	Activity Begin Date	Activity Occuring Now (y/n)?	Activity Ceased Date	Stabilization Initiated Date	Stabilization Complete Date

Information on BMPs in Need of Maintenance

Location	In Working Order?	Maintenance Scheduled Date	Maintenance Completed Date	Maintenance to be Performed By

Changes required to the SWPPP: _____

Reasons for changes: _____

SWPPP changes completed (date): _____

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

Signature of Responsible or Cognizant Official: _____

Date: _____

Title: _____

BMP Consideration Checklist

The BMPs listed here should be considered for every project. Those BMPs that are not included in the SWPPP should be checked as "Not Used" with a brief statement describing why it is not being used.

EROSION CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
EC-1 Scheduling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-2 Preservation of Existing Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-3 Hydraulic Mulch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-4 Hydroseeding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-5 Soil Binders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-6 Straw Mulch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-7 Geotextiles & Mats	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-8 Wood Mulching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-9 Earth Dikes & Drainage Swales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-10 Velocity Dissipation Devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-11 Slope Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
EC-12 Stream bank Stabilization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SEDIMENT CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
SE-1 Silt Fence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-2 Sediment Basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-3 Sediment Trap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-4 Check Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-5 Fiber Rolls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-6 Gravel Bag Berm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-7 Street Sweeping and Vacuuming	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-8 Sand Bag Barrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-9 Straw Bale Barrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-10 Storm Drain Inlet Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
SE-11 Chemical Treatment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WIND EROSION CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
WE-1 Wind Erosion Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason

BMP Consideration Checklist

TRACKING CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
TR-1 Stabilized Construction Entrance/Exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
TR-2 Stabilized Construction Roadway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
TR-3 Entrance/Outlet Tire Wash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NON-STORM WATER MANAGEMENT BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
NS-1 Water Conservation Practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-2 Dewatering Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-3 Paving and Grinding Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-4 Temporary Stream Crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-5 Clear Water Diversion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-6 Illicit Connection/ Discharge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-7 Potable Water/Irrigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-8 Vehicle and Equipment Cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-9 Vehicle and Equipment Fueling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-10 Vehicle and Equipment Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-11 Pile Driving Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-12 Concrete Curing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-13 Concrete Finishing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-14 Material and Equipment Use Over Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-15 Demolition Adjacent to Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
NS-16 Temporary Batch Plants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs				
BMP	BMP Considered for project	BMP Used	BMP Not Used	If not used, state reason
WM-1 Material Delivery and Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-2 Material Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-3 Stockpile Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-4 Spill Prevention and Control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-5 Solid Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-6 Hazardous Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-7 Contaminated Soil Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-8 Concrete Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-9 Sanitary/Septic Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason
WM-10 Liquid Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Enter reason

SWPPP Completion Checklist

Yes = Complete

No = Incomplete/Deficient

N/A = Not applicable to project

Yes	No	N/A	A. A site description, including:	Permit Section
			1. Project description, intended use after NOT	Part II.A.4.A.1
			2. Sequence of major activities	Part II.A.4.A.2
			3. Total & disturbed acreage	Part II.A.4.A.3
			B. Responsible Parties: All parties dealing with the SWPPP and the areas they are responsible for on-site.	Part II.A.4.B
			C. Receiving Water.	Part II.A.4.C
			-MS4 Name	Part II.A.4.C
			-Ultimate Receiving Water	Part II.A.4.C
			D.Site Map --- See End of Evaluation Form	Part II.A.4.F
			E. Description of Controls:	
			1. Erosion and sediment controls, including:	
			a. Initial site stabilization	Part II.A.4.G.1.a
			b. Erosion and sediment controls	Part II.A.4.G.1.b
			c. Replacement of inadequate controls	Part II.A.4.G.1.c
			d. Removal of off-site accumulations	Part II.A.4.G.1.d
			e. Maintenance of sediment traps/basins @ 50% capacity	Part II.A.4.G.1.e
			f. Litter, construction debris and chemicals properly handled	Part II.A.4.G.1.f
			g. Off-site storage areas and controls	Part II.A.4.G.1.g
			2. Stabilization practices:	
			a. Description and schedule for stabilization	Part II.A.4.G.2.a
			b. Description of buffer areas	Part II.A.4.G.2.b
			c. Records of stabilization	Part II.A.4.G.2.c
			d. Deadlines for stabilization	Part II.A.4.G.2.d
			3. Structural Practices:	
			-Describe structural practices to divert flows, store flows, or otherwise limit runoff	Part II.A.4.G.3
			a. Sediment basins	Part II.A.4.G.3.a.1
			-Are more than 10 acres draining to a common point? If so, are sediment basins included?	Part II.A.4.G.3.a.1
			-Sediment basin dimensions and capacity description and calculations	Part II.A.4.G.3.a.1
			-If a basin wasn't practicable, are other controls sufficient?	Part II.A.4.G.3.a.1
			b. Velocity dissipation devices concentrated flow from 2 or more acres	Part II.A.4.G.3.b
			F. Other controls including:	
			1. Solid waste control measures	Part II.A.4.H.1
			2. Vehicle off-site tracking controls	Part II.A.4.H.2
			3. Compliance with sanitary waste disposal	Part II.A.4.H.4
			4. Does the site have a concrete washout area controls?	Part II.A.4.H.5
			5. Does the site have fuel storage areas, hazardous waste storage and/or truck wash areas controls?	Part II.A.4.H.6
			G. Identification of allowable non-storm water discharges	Part II.A.4.I
			-Appropriate controls for dewatering, if present	Part I.B.12.C
			H. State or local requirements incorporated into the plan.	Part II.A.4.K

SWPPP Completion Checklist

Yes = Complete

No = Incomplete/Deficient

N/A = Not applicable to project

Yes	No	N/A	I. Inspections	Permit Section
			1. Inspection frequency listed?	Part II.A.4.L.1
			2. Inspection form	Part II.A.4.L.2
			Ours.	
			If not ours, does it contain the following items:	
			a. Inspector name and title	Part II.A.4.L.2.a
			b. Date of inspection.	Part II.A.4.L.2.b
			c. Amount of rainfall and days since last rain event (14 day only)	Part II.A.4.L.2.c
			d. Approx beginning and duration of storm event	Part II.A.4.L.2.d
			e. Description of any discharges during inspection	Part II.A.4.L.2.e
			f. Locations of discharges of sediment/other pollutants	Part II.A.4.L.2.f
			g. BMPs in need of maintenance	Part II.A.4.L.2.g
			h. BMPs in working order, if maintenance needed (scheduled and completed)	Part II.A.4.L.2.h
			i. Locations that are in need of additional controls	Part II.A.4.L.2.i
			j. Location and dates when major construction activities begin, occur or cease	Part II.A.4.L.2.j
			k. Signature of responsible/cognizant official	Part II.A.4.L.2.k
			3. Inspection Records	Part II.A.4.L.3
			4. Winter Conditions	Part II.A.4.L.4
			5. Adverse Weather Conditions	Part II.A.4.L.5
			J. Maintenance Procedures	Part II.A.4.M
			K. Employee Training	Part II.A.4.N
			Signed Plan Certification	Part II.A.7. and Part II.B.10
			D. Site Map showing:	
			1. Pre-construction topographic view	Part II.A.4.F.1
			2. Drainage flow	Part II.A.4.F.2
			3. Approximate slopes after grading activities	Part II.A.4.F.2
			4. Areas of soil disturbance and areas not disturbed	Part II.A.4.F.3
			5. Location of major structural and non-structural controls.	Part II.A.4.F.4
			6. Location of main construction entrance and exit.	Part II.A.4.F.5
			7. Areas where stabilization practices are expected to occur.	Part II.A.4.F.6
			8. Locations of off-site materials, waste, borrow area or storage area.	Part II.A.4.F.7
			9. Locations of areas used for concrete wash-out.	Part II.A.4.F.8
			10. Locations of surface waters on site.	Part II.A.4.F.9
			11. Locations where water is discharged to a surface water or MS4.	Part II.A.4.F.10
			12. Storm water discharge locations.	Part II.A.4.F.11
			13. Areas where final stabilization has been accomplished.	Part II.A.4.F.12

SITE WITH AUTOMATIC COVERAGE (LESS THAN 5 ACRES) CONSTRUCTION SITE NOTICE

FOR THE
Arkansas Department of Environmental Quality (ADEQ)
Storm Water Program
NPDES GENERAL PERMIT NO. ARR150000

The following information is posted in compliance with **Part I.B.8.b** of the ADEQ General Permit Number **ARR150000** for discharges of stormwater runoff from sites with automatic coverage. Additional information regarding the ADEQ stormwater program may be found on the internet at:

www.adeg.state.ar.us/water/branch_npdes/stormwater

Permit Number	ARR150000
Contact Name: Phone Number:	
Project Description (Name, Location, etc.): Start Date: End Date: Total Acres:	<u>Razorback Road Water and Sewer Improvements</u> 2.50 Acres
Location of Stormwater Pollution Prevention Plan:	

For Construction Sites Authorized under **Part I.B.6.b** (Automatic Coverage) the following certification must be completed:

I _____ (Typed or Printed Name of Person Completing this Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part I.B.2. of the ADEQ General Permit Number ARR150000. A stormwater pollution prevention plan has been developed and implemented according to the requirements contained in Part II.A.2.B & D of the permit. I am aware there are significant penalties for providing false information or for conducted unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title

Date

SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND FOCHTMAN ENTERPRISES, INC.**

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

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

WATER AND SEWER IMPROVEMENTS - RAZORBACK ROAD - MARTIN LUTHER KING BLVD TO NETTLESHIP ST

2. **FOCHTMAN ENTERPRISES, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. **FOCHTMAN ENTERPRISES, 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 **150** calendar days. **FOCHTMAN ENTERPRISES, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$750** for each calendar day thereafter that the **WORK** is not complete.
4. **FOCHTMAN ENTERPRISES, 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 Form
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and Fochtman Enterprises, 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 **FOCHTMAN ENTERPRISES, 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 FOCHTMAN ENTERPRISES, INC. have signed this Agreement in triplicate. One counterpart each has been delivered to City of Fayetteville, Engineer, and 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.

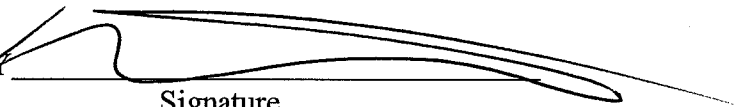
OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

FOCHTMAN ENTERPRISES, INC.

BY _____
Signature

BY  _____
Signature

Mayor Lioneld Jordan

EARL W. FOCHTMAN, PRESIDENT
Printed Name & Title

Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____
Signature

ATTEST  _____
Signature

Printed Name & Title

GAYLE M. FOCHTMAN, SECRETARY
Printed Name & Title

Address for giving notices:

Address for giving notices:

113 W. Mountain

PO Box 1168

Fayetteville, AR 72701

Fayetteville, AR 72702

License No. 0038990714

Agent for service of process: GAYLE FOCHTMAN

26 W. SUNBRIDGE FAYETTEVILLE, AR

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

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END OF SECTION 0500

