

**City of Fayetteville Staff Review Form**

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

9/17/2013

City Council Meeting Date  
 Agenda Items Only

Ken Eastin KRE Park Planning/Urban Forestry Parks and Recreation  
 Submitted By Division Department

**Action Required:**

A resolution awarding Bid #13-48 and approval of a contract with B & A Property Maintenance in the amount of \$28,220 with a 10% project contingency of \$2,822 for a total project cost of \$31,042 for the planting and maintenance of trees for the Tree Escrow Fund.

\$ 31,042.00	\$ 85,219.00	Tree Escrow Funds
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5315.00	\$ 17,570.00	Contract Services
Account Number		Program / Project Category Name
08001.3-4	\$ 67,649.00	Sales Tax/Tree Escrow
Project Number	Remaining Balance	Fund Name

Budgeted Item  Budget Adjustment Attached

Connie Edmonston 8-29-13  
 Department Director Date

Previous Ordinance or Resolution # \_\_\_\_\_

Bob Kelly 8-30-13  
 City Attorney Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul A. Behn 8-30-2013  
 Finance and Internal Services Director Date

Received in City Clerk's Office  
 ENTERED 9-30-13 Kim J.

Ann Mann 9-2-13  
 Chief of Staff Date

Received in Mayor's Office  
 ENTERED 9/30/13 P.H.

Lionel Jordan 9/4/13  
 Mayor Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS  
 DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

**CITY COUNCIL AGENDA MEMO**

**To:** Mayor Lioneld Jordan and City Council

**Thru:** Don Marr, Chief of Staff  
 Connie Edmonston, Parks and Recreation Director *CE*  
 Alison Jumper, Park Planning Superintendent *aj*

**From:** Ken Eastin, Urban Forester *KBE*

**Date:** August 29, 2013

**Subject:** Bid # 13-48, Construction - 2013 Tree Planting Project  
 Agenda Request for September 17, 2013 Meeting

**PROPOSAL:**

Chapter 167 of the Unified Development Code requires developers to pay money in-lieu to the Tree Escrow Fund when it is not practical to meet minimum preservation requirements or plant mitigation trees at the time of final plat or subdivision approval. Monies received must be spent within seven years. Trees must be planted within the street rights-of-way of the development. If the planting space is not adequate for trees, then the trees may be planted within a 1-mile radius of the development. If a proper planting space cannot be located within one mile, the trees must be planted within the associated Park Quadrant. Approximately \$37,560 must be spent by December 2013. This money will be used to plant trees and restore tree canopy in various sections of the city where canopy was removed by development. Minimum amount to spend would be accomplished through this proposed project and an already approved 2013 contract for maintenance of existing escrow trees.

The bid for the 2013 Tree Planting Project was advertised on August 9<sup>th</sup> and 16<sup>th</sup> and opened on August 23<sup>th</sup>. Five (5) vendors submitted bids as shown in the following table:

Bidder	Total Base Bid
<b>B &amp; A Property Maintenance</b>	<b>\$28,220</b>
Dixon Contracting, Inc	Rejected – Invalid Bid Bond
Four Seasons Landscaping	\$33,845.80
River City Construction	\$60,400.38
Second Nature Property Management, LLC	\$39,779.90

B & A Property Maintenance was the low bid in the amount of \$28,220. If approved, the trees will be planted by December 31, 2013.

**RECOMMENDATION:**

A resolution awarding Bid #13-48 and approval of a contract with B & A Property Maintenance in the amount of \$28,220 with a 10% project contingency of \$2,822 for a total project cost of \$31,042 for the planting of trees for the Tree Escrow Fund.

**BUDGET IMPACT:**

The project is funded with Tree Escrow funds. Total project cost including a 10% project contingency is \$31,042, and is accounted for in Project Number 08001.3-4.

**THE CITY OF FAYETTEVILLE, ARKANSAS**

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**Attachments:**

Staff Review Form

Certified Bid Tab

Bid Submission- B & A Property Maintenance

2013 Tree Planting Project Overall Site Map

Contract Agreement Signed by Contractor

Purchase Requisition

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #13-48 AND AUTHORIZING A CONTRACT WITH B&A PROPERTY MAINTENANCE IN THE AMOUNT OF \$28,220.00 FOR TREE PLANTING AND MAINTENANCE, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

**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 #13-48 and authorizes a contract with B&A Property Maintenance in the amount of \$28,220.00 for tree planting and maintenance, and further approves a ten percent (10%) project contingency.

**PASSED and APPROVED** this 17<sup>th</sup> day of September, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**



BID: 13-48  
DATE: 08/23/13  
TIME: 2:00 PM  
CITY OF FAYETTEVILLE

### Bid 13-48, Construction - 2013 Tree Planting Project

BIDDER	TOTAL BASE BID
1 B & A Property Maintenance	\$ 28,220.00
2 Dixon Contracting Inc	Rejected - Invalid Bid Bond
3 Four Seasons Landscaping	\$ 33,845.80
4 River City Construction	\$ 60,400.38
5 Second Nature Property Mgmt., LLC	\$ 39,779.90

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

CERTIFIED: P. Vice  
P. VICE, PURCH MGR

J. Main  
WITNESS

8-23-13  
DATE

**NOTICE TO CUSTOMERS**  
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.

**ARVEST**  
**BANK**  
Member FDIC  
P.O. Box 799  
Lowell, AR 72745

3397487

81-87/829  
11533621

REMITTER JASON NORMAN  
Br 251

DATE August 23, 2013

PAY TO THE ORDER OF CITY OF FAYETTEVILLE \$ 1,411.00

THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK, AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

PAY EXACTLY 1,411 DOLLARS 00 CENTS

**CASHIER'S CHECK**

*Wayne M. Drake*

Security features include: Icons on back.

MP

⑈ 3397487 ⑈ + ⑈ 082900872⑈ ⑈ 11533621 ⑈



## Project Check List

### Bid 13-48, Construction - 2013 Tree Planting Project

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
  
- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
  
- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
  
- All bidders shall submit the following forms with each bid: Bid Form, Debarment Certification Form, Vendor References & Statement of Disclosure.
  
- All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.
  
- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

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

CONTRACTOR NAME: B&A PROPERTY MAINTENANCE

ARKANSAS CONTRACTOR'S LICENSE #: 0225950514

Section 00 41 13  
**BID FORM**

Contract Name: Bid 13-48, Construction – 2013 Tree Planting Project  
Bid Number 13-48

BID TO:

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

BID FROM:

Bidder: B&A PROPERTY MAINTENANCE  
325 W. COUNTY LINE RD  
SPRINGDALE, AR 72764

Section 1 – Intent:

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all

which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>Addenda 1</u>	<u>8/19/13</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>



K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

**Section 4 – Base Bid Price:**

Item	Estimated	Unit	Description of Item	Nursery Source (required)	Unit Price	Total Amount
1	1	Lump Sum	Mobilization - (not to exceed 3% of total bid) (1)			
			<u>One THOUSAND</u> dollars amount written in words		\$ ( 1,000 <sup>00</sup> )/L.S. in figures	\$ 1,000 <sup>00</sup> in figures
2	52	Each	Princeton Elm <i>Ulmus americana</i> 'Princeton' - Complete in place per specifications & details (2) (3)			
			<u>ELEVEN THOUSAND SIX HUNDRED FORTY EIGHT</u> dollars amount written in words	<u>SANDER'S</u>	\$ ( 224 <sup>00</sup> )/E.A. in figures	\$ 11,648 <sup>00</sup> in figures
3	33	Each	Shumard Oak <i>Quercus shumardii</i> - Complete in place per specifications & details (2) (3)			
			<u>SEVEN THOUSAND NINETY FIVE</u> dollars amount written in words	<u>SANDERS</u>	\$ ( 215 <sup>00</sup> )/E.A. in figures	\$ 7,095 <sup>00</sup> in figures
4	32	Each	Shademaster Thornless Honeylocust or <i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Shademaster' - Complete in place per specifications & details (2) (3)			
			<u>SEVEN THOUSAND ONE HUNDRED SIXTY EIGHT</u> dollars amount written in words	<u>SANDERS</u>	\$ ( 224 <sup>00</sup> )/E.A. in figures	\$ 7,168 <sup>00</sup> in figures
5	1	Lump Sum	Site Restoration (4) (5)			
			<u>One THOUSAND THREE HUNDRED NINE</u> dollars amount written in words		\$ ( 1,309 )/L.S. in figures	\$ 1,309 <sup>00</sup> in figures
TOTAL BASE BID						
			<u>TWENTY EIGHT THOUSAND TWO HUNDRED TWENTY</u> dollars amount written in words		\$ 28,220 <sup>00</sup> in figures	

**\*\* A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

Costs include a complete turn-key price for obtaining specified plant material and properly installing it in sites to include street rights-of-way, at locations provided by the Project Manager plus any site restoration required to return the site to its original form. All improvements listed above shall include applicable shipping, sales tax, and any other costs incurred to the City of Fayetteville.

All trees must be a minimum 2" caliper regardless of container or rootball size and meet minimum ANSI – Z60.1 standards. The Bidder shall designate the nursery source for each tree on the Bid Form. The City of Fayetteville reserves the right to reject the lowest bid based on quality concerns after inspection of the product.

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands the City reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

**Section 5 – Listing of Subcontractors:**

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

**Section 6 – Contract Times:**

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

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

**Section 7 – Communications:**

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Contractor: B&A PROPERTY MAINTENANCE

Primary Contact: JASON NORMAN

Address: 325 W. COUNTY LINE RD - SPRINGDALE

Phone No.: (479) 871-4515

FAX No.: (479) 756-0316

**Section 8 – Signature:**

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this FRIDAY Date of AUGUST 23<sup>rd</sup>, 2013.

Arkansas State Contractor License No. 0225950514.

If Bidder is:

**OPTION 1: An Individual**

Name (type or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No. \_\_\_\_\_

**OPTION 2: A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

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

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No. \_\_\_\_\_

**OPTION 3: A Corporation**

Corporation Name: CAM LAWN SERVICES, LLC, dba B&A PROPERTY MAINTENANCE (SEAL)

Date of Incorporation: 11/15/09

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

By: Jason M. Norman 8/23/13  
(Signature – attach evidence of authority to sign)

Name (type or printed): JASON M. NORMAN

Title: OPERATIONS - NWA

(CORPORATE SEAL)

Business address: 325 W. COUNTY LINE Rd SPRINGDALE, AR 72764

Phone No.: (479) 871-4515 FAX No.: (479) 756-0316

**\*\*NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING CAN RESULT IN BID BEING REJECTED.**

**\*\*THE CITY INTENDS TO AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT PLUS 25%.**

**IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJCT, PLUS 25%, THE CITY WILL UTILIZE DEDUCTIVE ALTERNATES, IF APPLICABLE, IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.**

**IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS SHALL BE REJECTED.**

**End of Section 00 41 13**

Section 00 41 18

**VENDOR REFERENCES**

Bid #13-48, Construction – 2013 Tree Planting Project

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME:

B&A PROPERTY MAINTENANCE

BUSINESS ADDRESS:

325 W. COUNTY LINE ROAD SPRINGDALE 72764

NUMBER OF YEARS IN BUSINESS: 11 HOW LONG IN PRESENT LOCATION: 3

TOTAL NUMBER OF CURRENT EMPLOYEES: 19 FULL TIME 15 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT:

5 FULL TIME \_\_\_\_\_ PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. COURTYARD by MARRIOTT  
COMPANY NAME

FAYETTEVILLE, AR  
CITY, STATE, ZIP

CHARLIE  
CONTACT PERSON

(479) 571-4900  
TELEPHONE

7/11/13  
DATE COMPLETED

\_\_\_\_\_  
E-MAIL ADDRESS

2. WHISINVEST REALTY  
COMPANY NAME

ROGERS, AR 72758  
CITY, STATE, ZIP

BURKE LARKIN  
CONTACT PERSON

(479) 640-9588  
TELEPHONE

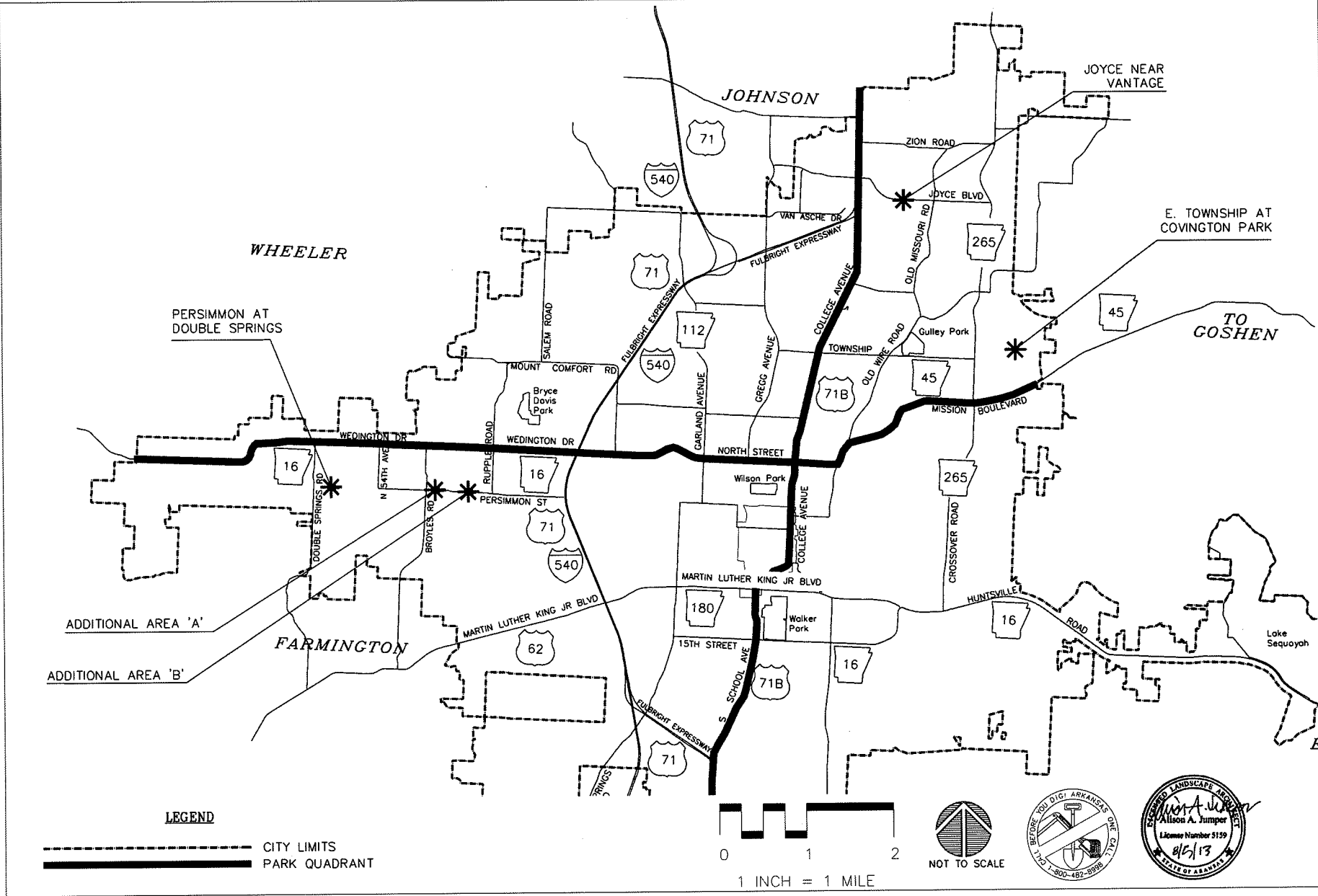
7/15/12  
DATE COMPLETED

burke@whisinvest.com  
E-MAIL ADDRESS

Bid # 13-48, Construction - 2013 Tree Planting Project  
Vendor References Continued

3. SAM'S CLUB  
COMPANY NAME  
BENTONVILLE, AR  
CITY, STATE, ZIP  
DAMON  
CONTACT PERSON  
(479) 621-5537  
TELEPHONE  
7/1/12  
DATE COMPLETED  
  
E-MAIL ADDRESS

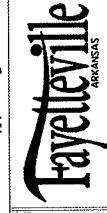
4. ELDER CONSTRUCTION  
COMPANY NAME  
SPRINGDALE, AR  
CITY, STATE, ZIP  
MATT ELDER  
CONTACT PERSON  
(479) 756-5320  
TELEPHONE  
7/7/13  
DATE COMPLETED  
matt@eldercompany.com  
E-MAIL ADDRESS



SURVEYED BY:	N/A
DRAWN BY:	DL
DESIGNED BY:	DL
FILE NAME:	2013 tree planting project.dwg

**2013 TREE PLANTING PROJECT**  
 SITE MAP

PARK PLANNING DIVISION  
 1455 S. HAPPY HOLLOW ROAD  
 FAYETTEVILLE, AR 72701  
 PHONE: 479.344.4411



DATE:	August 2013
SHEET:	2
PROJECT:	2013 TREE PLANTING PROJECT



Section 00 52 13

**AGREEMENT**

**BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and B & A Property Maintenance (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

This project includes the installation of trees along street rights-of-way located within the city limits of Fayetteville, Arkansas. Street tree plantings include providing and installing minimum 2" caliper trees, mulch, water and site restoration as specified, along with any additional materials and equipment used in the performance of this contract.

**Article 2. PROJECT MANAGER.**

The Project is being managed by:

City of Fayetteville Parks and Recreation Department  
1455 South Happy Hollow Road  
Fayetteville, Arkansas 72701

and will hereinafter be called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

**Article 3. CONTRACT TIME.**

3.1. All trees must be installed no later than December 31, 2013.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial



Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE.**

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

**PAYMENT ITEMS**

<b>B &amp; A Property Maintenance</b>					
ITEM #	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1	\$1,000.00	\$1,000.00
2	Princeton Elm <i>Ulmus americana</i> 'Princeton' - Complete in place per specifications & details (2)(3)	EA	52	\$224.00	\$11,648.00
3	Shumard Oak <i>Quercus shumardii</i> - Complete in place per specifications & details (2)(3)	EA	33	\$215.00	\$7,095.00
4	Shademaster Thornless Honeylocust <i>Gleditsia tricanthos</i> var. <i>inermis</i> 'Shademaster' - Complete in place per specifications & details (2)(3)	EA	32	\$224.00	\$7,168.00
5	Site Restoration (4)(5)	L.S.	1	\$1,309.00	\$1,309.00
<b>TOTAL CONTRACT AMOUNT</b>					<b>\$28,220.00</b>

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

## **Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

*5.1. Progress Payments.* CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

## **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary

for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda number 1, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through S5.1 with each sheet bearing the following general title: 2013 Tree Planting Project.
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
  - 7.10.1. Notice to Proceed

7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

## **Article 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 contract 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. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the

amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

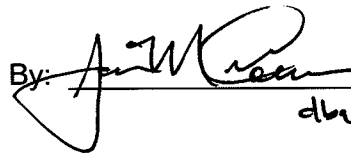
**IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR** have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2013 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

CONTRACTOR

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

By:  For CAM LAWN SERVICES, LLC  
dba B&A PROPERTY MAINTENANCE

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

\*Attest \_\_\_\_\_

\* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

(If CITY OF FAYETTEVILLE is a public body, attach License No. 0225950514 evidence of authority to sign and resolution or other documents Agent for service of process: authorizing execution of Agreement.)

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

<b>City Of Fayetteville - Purchase Order (PO) Request</b> <small>(Not a Purchase Order)</small>							Requisition No.:	Date:			
<small>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</small>							P.O Number:	Expected Delivery Date:			
Vendor #: <b>21902</b>		Vendor Name: <b>B &amp; A Property Maintenance</b>					Mail Yes:___ No:___				
Address: <b>325 W. County Line Road</b>						Fob Point:	Taxable Yes:___ No:___	Quotes Attached Yes:___ No:___			
City: <b>Springdale</b>		State: <b>AR</b>		Zip Code: <b>72764</b>	Ship to code:	Division Head Approval: <i>Atton Jumper</i>					
Requester: <b>Ken Eastin, Urban Forester</b>					Requester's Employee #: <b>3904</b>	Extension: <b>3470</b>					
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #		
1	2013 Tree Planting Project NE Per Bid 13-48	1	LS	15,387.52	\$15,387.52	4470.9470.5315.00	08001.3				
2	2013 Tree Planting Project SW Per Bid 13-48	1	LS	15,654.48	\$15,654.48	4470.9470.5315.00	08001.4				
3											
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
<b>Special Instructions:</b> Tax is included in the bid price. We do not have any trees being installed in the SE or NW Quadrant; hence, the omission of Subproject # 08001.2 and Subproject # 08001.5.							Subtotal: <b>\$31,042.00</b> Tax: _____ Total: <b>\$31,042.00</b>				
<b>Approvals:</b> Mayor: _____ Department Director: _____ Purchasing Manager: _____ Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____ Dispatch Manager: _____ Utilities Manager: _____ Other: _____											

