

City of Fayetteville Item Review Form

2013-0193

Legistar File Number

12/17/2013

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

Submitted By

Engineering

Department

Action Required:

Approval of a contract with APAC-Central, Inc. in the amount of \$4,587,250.02 for construction of Van Ache Drive and approval of a contingency of \$458,725.00 (10%). The budget adjustment is to recognize interest earnings for 2006A Transportation Bonds in the amount of \$1,717,347 and for the 2009 bond issue in the amount of \$4733.00. There are three general ledger accounts listed in the comments section of this form.

Does this item have a cost? Yes

\$5,045,975.00

Cost of this request

\$13,570,786.00

Category or Project Budget

Engineering

Program or Project Name

various - see below

Account Number

\$11,616,142.26

Funds Used to Date

Development Services

Program or Project Category

'06035.2500

Project Number

-\$3,091,331.26

Remaining Balance

Transportation Bonds

Fund Name

Budgeted Item? No

Budget Adjustment Attached? Yes

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

- 4520.9520.5809.00 \$1,717,346.00
- 4520.9540.5809.00 \$1,425,157.00
- 4520.9555.5809.00 \$1,444,747.00

11-27-13 09:36 RCVD

dm



Paul A. Butler 11-27-13
Paul A. Butler 11-27-2012
Don May 11-27-13
David Jester 12/2/13

CITY COUNCIL AGENDA MEMO

Council Meeting of December 17, 2013

To: Mayor and City Council

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

Date: November 26, 2013

Subject: A resolution to award a contract in the amount of \$4,587,250.02 to APAC-Central, Inc. for the construction of the Van Asche Drive, Garland Ave. to Gregg Ave., approve a project contingency of \$458,725.00 (10%), and approve a Budget Adjustment.

PROPOSAL:

On November 26th, the City received four (4) construction bids ranging from a low of \$4,587,250.05 to a high of \$5,106,668.93. APAC Central submitted the low bid which was approximately 25% below the Engineer's Estimate of \$5,740,052.00. Engineering Staff recommend awarding this contract to APAC-Central, Inc. The contract time is 450 days (15 months) for substantial completion.

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$4,587,250.05 to APAC-Central, Inc. for the construction of Van Asche Drive, approval of a project contingency of \$458,725.00 (10%), and approval the attached Budget Adjustment.

BUDGET IMPACT:

This project is funded by the Transportation Bond Program. The attached budget adjustment recognizes interest earning in the Transportation Bond Fund, and places these interest earnings into the Van Asche Project. Funding will be provided from:

Transportation Bond 2006 Issue - \$1,717,347.00
Transportation Bond 2009 Issue - \$1,425,157.00
Transportation Bond 2013 Issue - \$1,444,747.00

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-56 AND APPROVING A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$4,587,250.02 FOR CONSTRUCTION OF VAN ASCHE DRIVE, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-56 and approves a contract with APAC-Central, Inc. in the amount of \$4,587,250.02 for construction of Van Asche Drive and further approves a ten percent (10%) project contingency.

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

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

V13.1030
 Legistar

Budget Year 2013	Division: Engineering Department: Development Services	Request Date 12/17/2013	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To recognize the proceeds from interest earnings for the 2006A and 2009 Transportation Improvements Bond Issues.

<p style="text-align: right;">CITYkspringer 11/22/2013 3:57 PM</p> <p>Prepared By</p> <p><i>[Signature]</i> Division Head</p> <p><i>[Signature]</i> Budget Director</p>	<p>Legistar# / Date: 2013-0193 / 12/17/2013</p> <p>Legistar Title <u>TRANSPORTATION_BOND_INTEREST</u></p> <p style="text-align: center;">Budget & Information Management Use Only</p> <p>Type: A B C D E P</p> <p>General Ledger Date _____</p> <p>Posted to General Ledger</p> <p style="text-align: right;">Initial Date</p> <p>Checked / Verified</p> <p style="text-align: right;">Initial Date</p>
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TOTAL BUDGET ADJUSTMENT		1,722,080	1,722,080	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Street improvements	4520.9520.5809.00	1,717,347		06035 . 2500
Street improvements	4520.9540.5809.00	4,733		06035 . 2500
Use of fund balance	4520.0952.4999.99		1,722,080	.
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VAN ASCHE DR.
GARLAND AVE. TO GREGG AVE.

#	Spec #	Description	QTY	UNIT	Engineers Estimate	APAC-Central, Inc.	Dean Crowder Construction, Inc.	Energy Sapp & Sons, Inc.	Sweatser Construction, Inc.
1	111	Roadway Construction Control	1	LS	\$ 75,000.00	\$ 32,000.00	\$ 12,600.00	\$ 40,000.00	\$ -
2	112	Trench and Excavation Safety Systems	1	LS	\$ 10,000.00	\$ 16,500.00	\$ 3,000.00	\$ 70,000.00	\$ -
3	201	Clearing, Grubbing, and Demolition	1	LS	\$ 85,000.00	\$ 42,500.00	\$ 50,350.00	\$ 30,000.00	\$ -
4	202	Undercut and Backfill	12,000	CY	\$ 18.00	\$ 11.55	\$ 13.25	\$ 17.35	\$ 208,200.00
5	202	Rock Excavation	100	CY	\$ 200.00	\$ 100.00	\$ 75.00	\$ 7,500.00	\$ 11,269.00
6	202	Unclassified Excavation	35,560	CY (Plan Quantity)	\$ 10.00	\$ 4.80	\$ 5.30	\$ 188,468.00	\$ 3.43
7	202	Soil Erosion Control	25,875	CY (Plan Quantity)	\$ 12.00	\$ 6.70	\$ 8.15	\$ 210,881.25	\$ 17.11
8	202	Embankment	18,210	CY (Plan Quantity)	\$ 8.00	\$ 3.10	\$ 2.15	\$ 39,151.50	\$ 0.63
9	203	Subgrade Preparation	41,650	SY (Plan Quantity)	\$ 3.00	\$ 0.80	\$ 1.35	\$ 56,217.50	\$ 0.53
10	204	4" Topsoil Placement (Yard Areas)	26,040	SY	\$ 3.00	\$ 1.49	\$ 2.65	\$ 69,006.00	\$ 2.05
11	205	Undercut and Stone Backfill	1,000	Trm	\$ 20.00	\$ 15.23	\$ 16.45	\$ 16,450.00	\$ 21.34
12	301	18" Reinforced Concrete Pipe, Class III Under Pavement	490	LF	\$ 50.00	\$ 55.03	\$ 42.00	\$ 20,580.00	\$ 59.25
13	301	36" Reinforced Concrete Pipe, Class III Under Pavement	204	LF	\$ 95.00	\$ 103.96	\$ 92.95	\$ 18,961.80	\$ 160.15
14	301	42" Reinforced Concrete Pipe, Class III Under Pavement	180	LF	\$ 100.00	\$ 117.38	\$ 117.00	\$ 21,050.00	\$ 186.94
15	301	48" Reinforced Concrete Pipe, Class III Under Pavement	132	LF	\$ 115.00	\$ 133.46	\$ 142.00	\$ 18,744.00	\$ 209.64
16	301	Pavement	37	LF	\$ 85.00	\$ 92.11	\$ 85.25	\$ 3,154.25	\$ 126.72
17	301	18" Reinforced Concrete Pipe, Class III	1,533	LF	\$ 35.00	\$ 30.67	\$ 36.75	\$ 56,337.75	\$ 44.91
18	301	24" Reinforced Concrete Pipe, Class III	178	LF	\$ 40.00	\$ 41.69	\$ 47.25	\$ 8,410.50	\$ 64.33
19	301	30" Reinforced Concrete Pipe, Class III	822	LF	\$ 75.00	\$ 54.79	\$ 60.60	\$ 49,813.20	\$ 75.45
20	301	36" Reinforced Concrete Pipe, Class III	1,993	LF	\$ 80.00	\$ 70.65	\$ 83.40	\$ 166,216.20	\$ 97.80
21	301	42" Reinforced Concrete Elliptical Pipe, Class III	718	LF	\$ 85.00	\$ 88.59	\$ 108.70	\$ 80,220.60	\$ 119.57
22	301	48" Reinforced Concrete Elliptical Pipe, Class III	1,684	LF	\$ 100.00	\$ 106.01	\$ 127.85	\$ 215,799.40	\$ 146.33
23	301	24"x36" Reinforced Concrete Elliptical Pipe, Class III	46	LF	\$ 95.00	\$ 82.34	\$ 88.00	\$ 4,048.00	\$ 99.43
24	301	18" Reinforced Concrete PFS	11	EA	\$ 1,000.00	\$ 767.37	\$ 950.00	\$ 10,450.00	\$ 855.28
25	301	24" Reinforced Concrete PFS	3	EA	\$ 1,200.00	\$ 972.59	\$ 1,058.00	\$ 2,116.00	\$ 1,098.08
26	301	30" Reinforced Concrete PFS	3	EA	\$ 1,400.00	\$ 1,250.12	\$ 1,355.00	\$ 3,465.00	\$ 1,270.20
27	301	36" Reinforced Concrete PFS	4	EA	\$ 1,600.00	\$ 1,763.38	\$ 2,033.52	\$ 6,540.00	\$ 1,738.68
28	301	48" Reinforced Concrete PFS	3	EA	\$ 2,000.00	\$ 2,743.19	\$ 2,340.00	\$ 7,020.00	\$ 2,566.16
29	302	4" Drop Inlet	18	EA	\$ 2,500.00	\$ 2,276.27	\$ 2,958.00	\$ 53,244.00	\$ 3,274.00
30	302	5" Drop Inlet	12	EA	\$ 3,000.00	\$ 3,849.66	\$ 3,204.00	\$ 38,448.00	\$ 3,922.18
31	302	6" Drop Inlet	3	EA	\$ 4,000.00	\$ 5,111.74	\$ 3,450.00	\$ 10,350.00	\$ 5,198.44
32	302	4" Grated Curb Inlet	3	EA	\$ 3,000.00	\$ 4,114.13	\$ 5,010.00	\$ 15,030.00	\$ 5,761.77
33	302	4" Area Inlet	5	EA	\$ 2,500.00	\$ 2,083.43	\$ 2,960.00	\$ 14,800.00	\$ 3,879.62
34	302	4" Junction Box	1	EA	\$ 2,500.00	\$ 2,508.72	\$ 2,742.00	\$ 2,742.00	\$ 3,298.43
35	302	5" Junction Box	6	EA	\$ 3,000.00	\$ 5,619.01	\$ 2,850.00	\$ 17,100.00	\$ 4,161.48
36	302	4" x 10" Inlet	2	EA	\$ 6,000.00	\$ 9,975.38	\$ 4,776.00	\$ 47,760.00	\$ 7,886.61
37	302	4" x 12" Inlet	2	EA	\$ 6,500.00	\$ 9,735.38	\$ 4,884.00	\$ 57,660.00	\$ 8,812.74
38	302	4" x 16" Inlet	1	EA	\$ 7,000.00	\$ 19,087.63	\$ 5,052.00	\$ 10,104.00	\$ 9,165.13
39	302	4" x 18" Inlet	1	EA	\$ 9,000.00	\$ 9,556.74	\$ 5,708.00	\$ 10,100.74	\$ 10,100.74
40	302	5" x 10" Inlet	1	EA	\$ 6,500.00	\$ 9,865.53	\$ 5,100.00	\$ 5,100.00	\$ 8,291.15
41	302	6" x 12" Inlet	1	EA	\$ 8,500.00	\$ 11,484.40	\$ 6,128.00	\$ 6,128.00	\$ 10,203.76
42	302	10" x 10" Inlet	1	EA	\$ 12,000.00	\$ 12,303.52	\$ 8,428.00	\$ 8,428.00	\$ 12,967.27

VAN ASCHE DR.
GARLAND AVE. TO GREGG AVE.

#	Spec #	Description	QTY	UNIT	Engineers Estimate	APAC-Central, Inc.	Dean Crowder Construction, Inc.	Emery Sapp & Sons, Inc.	Sweetser Construction, Inc.
43	302	12" x 12" Inlet	1	EA	\$ 14,000.00	\$ 13,015.28	\$ 9,508.00	\$ 23,005.25	\$ -
44	302	Trench Drain (Sta 6+50 LI)	1	LS	\$ 15,000.00	\$ 9,857.93	\$ 11,215.00	\$ 18,500.00	\$ -
45	302	4" Drop Inlet Extension	10	EA	\$ 6,000.00	\$ 5,545.90	\$ 6,000.00	\$ 500.00	\$ 5,000.00
46	302	8" Drop Inlet Extension	11	EA	\$ 1,000.00	\$ 987.29	\$ 1,170.00	\$ 1,100.00	\$ 12,100.00
47	302	12" Drop Inlet Extension	1	EA	\$ 1,200.00	\$ 1,008.11	\$ 1,799.00	\$ 1,800.00	\$ 1,800.00
48	504	Wingshells & Appurtenances (Sta 48+99.11)	1	LS	\$ 15,000.00	\$ 6,560.15	\$ 8,878.00	\$ 8,886.00	\$ 8,486.00
49	306	Rip Rap with Filler Blanket	100	SY	\$ 50.00	\$ 41.89	\$ 46.00	\$ 49.20	\$ 4,920.00
50	401	6" Class 7 Base Course	1,280	SY (Plan Quantity)	\$ 7.50	\$ 9.57	\$ 7.15	\$ 7.48	\$ 9,574.40
51	401	10" Class 7 Base Course	33,170	SY (Plan Quantity)	\$ 10.00	\$ 274,454.00	\$ 9.50	\$ 317,965.00	\$ -
52	403	Asphalt Concrete 2" Surface Course	1,160	SY (Plan Quantity)	\$ 10.00	\$ 11,600.00	\$ 13.15	\$ 15,254.00	\$ -
53	403	Asphalt Concrete 2.5" Surface Course	28,850	SY (Plan Quantity)	\$ 12.50	\$ 360,625.00	\$ 11.95	\$ 344,757.50	\$ -
54	403	Asphalt Concrete 3" Binder Course	1,160	SY (Plan Quantity)	\$ 15.00	\$ 17,400.00	\$ 13.85	\$ 15,834.00	\$ -
55	403	Asphalt Concrete 4" Binder Course	28,850	SY (Plan Quantity)	\$ 19.80	\$ 571,230.00	\$ 15.35	\$ 442,847.50	\$ -
56	405	Asphalt Concrete Patching for Maintenance of Traffic	150	Ton	\$ 100.00	\$ 15,000.00	\$ 197.00	\$ 29,550.00	\$ -
57	501	Concrete Curb and Gutter	17,900	LF	\$ 22.00	\$ 393,800.00	\$ 10.40	\$ 179,920.00	\$ -
58	501	Concrete Cross Pan	160	LF	\$ 20.00	\$ 3,200.00	\$ 10.40	\$ 1,664.00	\$ -
59	502	Concrete Sidewalk	5,760	SY	\$ 40.00	\$ 230,400.00	\$ 32.40	\$ 170,424.00	\$ -
60	502	Concrete Trail	5,800	SY	\$ 40.00	\$ 232,000.00	\$ 38.00	\$ 162,400.00	\$ -
61	503	Concrete Driveway Aprons	570	SY	\$ 45.00	\$ 25,650.00	\$ 41.50	\$ 23,655.00	\$ -
62	503	Concrete Driveway	680	SY	\$ 45.00	\$ 30,600.00	\$ 41.50	\$ 28,220.00	\$ -
63	503	Asphalt Driveway	724	SY	\$ 30.00	\$ 21,720.00	\$ 24.07	\$ 17,426.68	\$ -
64	503	Aggregate Base Course Driveway	239	SY	\$ 8.33	\$ 1,990.87	\$ 33.25	\$ 3,166.75	\$ -
65	505	Seeding and Mulching	5.4	AC	\$ 2,500.00	\$ 13,500.00	\$ 3,765.00	\$ 20,331.00	\$ 10,530.00
66	506	Remove and Replace Mailboxes	9	EA	\$ 150.00	\$ 1,350.00	\$ 162.25	\$ 270.00	\$ 2,430.00
67	507	4" Pavement Marking (Thermoplastic)	11,270	LF	\$ 1.90	\$ 21,413.00	\$ 0.65	\$ 7,324.50	\$ 175.00
68	507	12" Pavement Marking (Thermoplastic)	1,460	LF	\$ 9.00	\$ 13,140.00	\$ 6.50	\$ 9,490.00	\$ 8,797.50
69	507	Pavement Symbols (Arrows - Thermoplastic)	14	EA	\$ 250.00	\$ 3,500.00	\$ 365.00	\$ 2,310.00	\$ 175.00
70	507	Pavement Symbols (ONLY - Thermoplastic)	9	EA	\$ 250.00	\$ 2,250.00	\$ 190.55	\$ 1,710.00	\$ 185.00
71	508	Street Sign Installation	11	EA	\$ 200.00	\$ 2,200.00	\$ 232.50	\$ 2,420.00	\$ 2,750.00
72	510	Traffic Control and Maintenance	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 80,069.05	\$ 140,870.00	\$ 35,000.00
73	510	Aggregate Base for Roadway Maintenance	75	Ton	\$ 30.00	\$ 2,250.00	\$ 40.00	\$ 3,000.00	\$ 24.48
74	511	Mobilization (shall not exceed 5% of total bid)	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 131,500.00	\$ 85,000.00	\$ 230,000.00
75	512	Barbed Wire Fence	6,680	LF	\$ 11.00	\$ 73,480.00	\$ 5.15	\$ 34,402.00	\$ 4.75
76	512	4" Chain Link Fence	85	LF	\$ 18.00	\$ 1,530.00	\$ 15.15	\$ 1,287.75	\$ 14.00
77	512	6" Chain Link Fence	440	LF	\$ 22.00	\$ 9,680.00	\$ 19.00	\$ 8,360.00	\$ 17.50
78	512	16" Gate	3	EA	\$ 500.00	\$ 1,500.00	\$ 460.00	\$ 1,380.00	\$ 425.00
79	513	Handicap Access Ramp	60	SY	\$ 50.00	\$ 3,000.00	\$ 39.00	\$ 2,340.00	\$ 22.81
80	513	ADA Detectable Warning Panel	180	SF	\$ 35.00	\$ 6,300.00	\$ 26.00	\$ 4,680.00	\$ 34.05
81	514	Project Signs	3	EA	\$ 900.00	\$ 1,800.00	\$ 705.00	\$ 2,410.00	\$ 1,800.00
82	517	Tree Protection Fence	700	LF	\$ 5.00	\$ 3,500.00	\$ 3.15	\$ 2,205.00	\$ 2.50
83	SP	Concrete Slope Paving/Reinforcement/Excavation	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,610.00	\$ 4,610.00	\$ 7,734.50
84	SP	Concrete Rip Rap (Slope Paving) Under 1-540	90	SY	\$ 80.00	\$ 7,200.00	\$ 39.00	\$ 3,510.00	\$ 32.38
85	504	Cast in Place Retaining Wall	1,240	SF	\$ 35.00	\$ 43,400.00	\$ 36.00	\$ 44,640.00	\$ 49.10
86	SP	Gravity Retaining Wall	3,760	SF	\$ 30.00	\$ 112,800.00	\$ 53.80	\$ 202,288.00	\$ 43.43

VAN ASCHE DR.
GARLAND AVE. TO GREGG AVE.

#	Spec #	Description	QTY	UNIT	Engineers Estimate	APAC-Central, Inc.	Dean Crowder Construction, Inc.	Emery Sapp & Sons, Inc.	Sweetser Construction, Inc.
87	S15	Handrail	348	LF	\$ 50.00 \$ 17,400.00	\$ 96.32 \$ 34,215.36	\$ 35.00 \$ 12,180.00	\$ 32.50 \$ 11,310.00	\$ -
88	SP	Pond Dewatering	1	LS	\$ 2,000.00 \$	\$ 19,127.78 \$	\$ 7,428.00 \$	\$ 15,000.00 \$	\$ -
89	SP	4" Std 40 Conduit	195	LF	\$ 20.00 \$ 3,900.00	\$ 14.97 \$ 2,910.15	\$ 8.35 \$ 1,628.25	\$ 13.35 \$ 2,592.75	\$ -
90	J05	4" Concrete Ditch Paving	30	SY	\$ 45.00 \$ 1,350.00	\$ 56.55 \$ 1,696.50	\$ 29.25 \$ 877.50	\$ 24.63 \$ 738.90	\$ -
91	SP	4" Concrete Median Paving	147	SY	\$ 40.00 \$ 5,880.00	\$ 25.92 \$ 3,810.24	\$ 45.00 \$ 6,615.00	\$ 24.39 \$ 3,585.33	\$ -
92	S09	Erosion Control	1	LS	\$ 40,000.00 \$	\$ 43,919.23 \$	\$ 63,335.00 \$	\$ 28,741.00 \$	\$ -
93		Median Curb Openings	56	EA	\$ 1,500.00 \$ 84,000.00	\$ 286.14 \$ 16,023.84	\$ 460.00 \$ 25,760.00	\$ 898.34 \$ 50,307.04	\$ -
94		Relocate Existing Gate at Sta 10+10 RI	1	LS	\$ 1,000.00 \$	\$ 437.75 \$	\$ 460.00 \$	\$ 425.00 \$	\$ -
95		Relocate Existing Gate at Sta 12+00 RI	1	LS	\$ 1,000.00 \$	\$ 437.75 \$	\$ 460.00 \$	\$ 425.00 \$	\$ -
96		5" Class 7 Base Course	6,900	SY	\$ 6.25 \$ 43,125.00	\$ 3.66 \$ 25,254.00	\$ 7.00 \$ 48,300.00	\$ 6.36 \$ 43,884.00	\$ -
U1		12" PVC, C-900 Class 200 DR-14 Water Main	2,920	LF	\$ 60.00 \$ 175,200.00	\$ 52.02 \$ 151,898.40	\$ 67.50 \$ 197,100.00	\$ 61.58 \$ 179,813.60	\$ -
U2		8" PVC, C-900 Class 200 DR-14 Water Main	310	LF	\$ 45.00 \$ 13,950.00	\$ 45.32 \$ 14,049.20	\$ 55.25 \$ 17,127.50	\$ 58.85 \$ 18,243.50	\$ -
U3		6" PVC, C-900 Class 200 DR-14 Water Main	80	LF	\$ 40.00 \$ 3,200.00	\$ 41.72 \$ 3,337.60	\$ 51.00 \$ 4,080.00	\$ 36.25 \$ 2,900.00	\$ -
U4		2" Polyethylene Class 200 Water Service Tubing	330	LF	\$ 18.00 \$ 5,940.00	\$ 25.75 \$ 8,497.50	\$ 27.75 \$ 9,157.50	\$ 11.82 \$ 3,900.60	\$ -
U5		1" Polyethylene Class 200 Water Service Tubing	415	LF	\$ 12.00 \$ 4,980.00	\$ 13.91 \$ 5,772.65	\$ 26.25 \$ 10,893.75	\$ 13.14 \$ 5,453.10	\$ -
U6		8" Tap Tapping Sleeve and Valve with Box	3	EA	\$ 4,000.00 \$ 12,000.00	\$ 3,834.69 \$ 11,504.07	\$ 7,669.38 \$ 23,008.14	\$ 3,127.56 \$ 9,382.68	\$ -
U7		6" Tap Tapping Sleeve and Valve with Box	3	EA	\$ 3,000.00 \$ 9,000.00	\$ 3,701.82 \$ 11,105.46	\$ 2,825.00 \$ 8,475.00	\$ 3,014.59 \$ 9,043.77	\$ -
U8		12" Gate Valve with Box	15	EA	\$ 2,000.00 \$ 30,000.00	\$ 2,672.85 \$ 40,092.75	\$ 2,648.00 \$ 39,720.00	\$ 2,268.41 \$ 34,026.15	\$ -
U9		8" Gate Valve with Box	1	EA	\$ 1,500.00 \$ 1,500.00	\$ 1,519.16 \$ 1,519.16	\$ 1,635.00 \$ 1,635.00	\$ 1,382.69 \$ 1,382.69	\$ -
U10		6" Gate Valve with Box	1	EA	\$ 1,200.00 \$ 1,200.00	\$ 1,228.79 \$ 1,228.79	\$ 1,290.00 \$ 1,290.00	\$ 1,039.61 \$ 1,039.61	\$ -
U11		Three-Way Fire Hydrant Assembly with Valve	7	EA	\$ 4,500.00 \$ 31,500.00	\$ 4,467.99 \$ 31,275.93	\$ 4,367.00 \$ 30,569.00	\$ 5,235.09 \$ 36,645.63	\$ -
U12		Remove Existing Fire Hydrant and Deliver to Owner	7	EA	\$ 700.00 \$ 4,900.00	\$ 439.30 \$ 3,075.10	\$ 330.00 \$ 2,310.00	\$ 366.15 \$ 2,563.05	\$ -
U13		Adjust Existing Fire Hydrant to Grade	1	EA	\$ 1,500.00 \$ 1,500.00	\$ 1,389.47 \$ 1,389.47	\$ 940.00 \$ 940.00	\$ 941.23 \$ 941.23	\$ -
U14		Adjust Existing Water Valve to Finished Grade	3	EA	\$ 300.00 \$ 900.00	\$ 601.01 \$ 1,803.03	\$ 469.00 \$ 1,407.00	\$ 581.83 \$ 1,745.49	\$ -
U15		Abandon Existing Water Valve	10	EA	\$ 200.00 \$ 2,000.00	\$ 384.71 \$ 3,847.10	\$ 227.00 \$ 2,270.00	\$ 255.34 \$ 2,553.40	\$ -
U16		Double Cut and Cap Existing 8" Water Line	3	EA	\$ 1,500.00 \$ 4,500.00	\$ 950.69 \$ 2,852.07	\$ 1,395.00 \$ 4,185.00	\$ 701.78 \$ 2,105.34	\$ -
U17		Double Cut and Cap Existing 6" Water Line	3	EA	\$ 1,400.00 \$ 4,200.00	\$ 860.05 \$ 2,580.15	\$ 1,315.00 \$ 3,945.00	\$ 621.96 \$ 1,865.88	\$ -
U18		24" Steel Encasement by Open Cut for Water Line	646	LF	\$ 150.00 \$ 96,900.00	\$ 93.22 \$ 60,270.12	\$ 118.00 \$ 74,936.00	\$ 165.63 \$ 106,996.98	\$ -
U19		16" Steel Encasement by Open Cut for Water Line	40	LF	\$ 130.00 \$ 5,200.00	\$ 88.50 \$ 3,540.00	\$ 118.00 \$ 4,720.00	\$ 172.40 \$ 6,896.00	\$ -
U20		4" Bored Casing	300	LF	\$ 60.00 \$ 18,000.00	\$ 61.29 \$ 18,387.00	\$ 36.70 \$ 11,010.00	\$ 51.57 \$ 15,471.00	\$ -
U21		2" Bored Casing	85	LF	\$ 45.00 \$ 3,825.00	\$ 36.57 \$ 3,108.45	\$ 32.70 \$ 2,779.50	\$ 31.48 \$ 2,675.80	\$ -
U22		Adjust Air Release Valve to Grade	1	LS	\$ 4,000.00 \$ 4,000.00	\$ 2,561.61 \$ 2,561.61	\$ 3,205.00 \$ 3,205.00	\$ 1,767.16 \$ 1,767.16	\$ -
U23		Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	8	EA	\$ 1,000.00 \$ 8,000.00	\$ 1,238.06 \$ 9,904.48	\$ 1,146.00 \$ 9,168.00	\$ 921.00 \$ 7,368.00	\$ -
U24		Single 1" Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	3	EA	\$ 1,500.00 \$ 4,500.00	\$ 1,629.46 \$ 4,888.38	\$ 1,538.00 \$ 4,614.00	\$ 1,266.87 \$ 3,800.61	\$ -
U25		Single 2" Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	4	EA	\$ 2,500.00 \$ 10,000.00	\$ 4,213.73 \$ 16,854.92	\$ 4,282.00 \$ 17,128.00	\$ 4,042.69 \$ 16,170.76	\$ -
U26		Remove Existing Meter Scaling	14	EA	\$ 300.00 \$ 4,200.00	\$ 575.26 \$ 8,053.64	\$ 165.00 \$ 2,310.00	\$ 252.20 \$ 3,530.80	\$ -
U27		12" Saddle, 2" Corporation Stop and Tap	10	EA	\$ 350.00 \$ 3,500.00	\$ 949.15 \$ 9,491.50	\$ 835.00 \$ 8,350.00	\$ 768.21 \$ 7,682.10	\$ -
U28		12" Saddle, 1" Corporation Stop and Tap	5	EA	\$ 250.00 \$ 1,250.00	\$ 450.11 \$ 2,250.55	\$ 1,850.00 \$ 9,250.00	\$ 329.01 \$ 1,645.05	\$ -
U29		Anchor Block	1	EA	\$ 1,500.00 \$ 1,500.00	\$ 1,206.19 \$ 1,206.19	\$ 2,350.00 \$ 2,350.00	\$ 1,526.24 \$ 1,526.24	\$ -
U30		Epoxy Coated Ductile Iron Filings	16,000	LBS	\$ 5.00 \$ 80,000.00	\$ 8.24 \$ 131,840.00	\$ 10.80 \$ 172,800.00	\$ 1.82 \$ 29,120.00	\$ -
U31		8" PVC Sewer Main, SDR-26	145	LF	\$ 40.00 \$ 5,800.00	\$ 39.14 \$ 5,675.30	\$ 57.20 \$ 8,284.00	\$ 88.34 \$ 12,809.30	\$ -
U32		6" PVC Sewer Service, SCH 40	170	LF	\$ 25.00 \$ 4,250.00	\$ 58.20 \$ 9,894.00	\$ 47.20 \$ 8,024.00	\$ 56.10 \$ 9,537.00	\$ -

VAN ASCHE DR.
GARLAND AVE. TO GREGG AVE.

#	Spec #	Description	QTY	UNIT	Engineers Estimate	APAC-Central, Inc.	Dean Crowder Construction, Inc.	Emery Sapp & Sons, Inc.	Sweetser Construction, Inc.
U33		4" Diameter Standard Manhole	2	EA	\$ 4,000.00	\$ 4,665.90	\$ 10,308.00	\$ 3,752.51	\$ 7,505.02
U34		Adjust Existing Manhole to Finish Grade	2	EA	\$ 1,000.00	\$ 3,038.50	\$ 1,588.00	\$ 2,337.19	\$ 4,674.38
U35		6" Manhole Top for Sewer Service	1	EA	\$ 800.00	\$ 918.76	\$ 182.00	\$ 212.67	\$ -
U36		Site Photographs	1	LS	\$ 2,000.00	\$ 6,916.45	\$ 1,372.00	\$ 19,377.87	\$ -
TOTAL BID:					\$ 5,740,052.00	\$ 4,587,256.03	\$ 4,971,917.75	\$ 5,106,612.30	Non Responsive

DOCUMENT 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Van Asche Drive – Garland Ave. to Gregg Ave.

Contract No.: 13-56, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction of approximately 5300 LF of Van Asche Drive between Garland Ave. and Gregg Ave. including the associated earthwork, curb and gutter, sidewalk, trail, drainage, driveways, fencing, retaining walls, 12” waterline, 8” sanitary sewer, manholes, services and miscellaneous related items.

The Contract includes work in AHTD Right-of-way , City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

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

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. The Work will be Substantially Completed within **450** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **480** calendar days after the date when the Contract Times commence to run.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven

DOCUMENT 00500 – AGREEMENT (continued)

Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 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.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price

DOCUMENT 00500 – AGREEMENT (continued)

Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 **FINAL PAYMENT:**

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Van Asche Drive – Garland Ave. to Greff Ave.
8. Addenda numbers __, inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

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

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 **SUCCESSORS AND ASSIGNS:**

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

DOCUMENT 00500 – AGREEMENT (continued)

8.04 **SEVERABILITY:**

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

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City 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, the 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.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of 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 or labor or material 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.

DOCUMENT 00500 – AGREEMENT (continued)

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

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

CONTRACTOR: APAC-Central, Inc. CITY OF FAYETTEVILLE _____

755 E. Millsap Rd, Fayetteville, AR 72703 _____

By: _____ By: Lioneld Jordan

Title: _____ Title: Mayor

(SEAL)

(SEAL)

Attest _____

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

License No. _____

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

Agent for Service of process

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

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500