

City of Fayetteville Item Review Form

2014-0021

Legistar File Number

February 4, 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Mihalevich

Submitted By

Development Services

Department

Action Required:

Staff recommends a resolution awarding Bid #13-58 and authorizing a contract with ARCO Excavation & Paving, Inc. in the amount of \$779,645.25 for the construction of the Town Branch Trail from Greathouse Park to South School contingent on concurrence from the Arkansas State Highway and Transportation Department, approving a twelve percent (12%) project contingency in the amount of \$93,557.43 and approving a budget adjustment recognizing \$352,647 in federal revenue.

Does this item have a cost? Yes

\$779,645.25

Cost of this request

\$676,836.00

Category or Project Budget

Town Branch Trail (Greathouse to 71B)

Program or Project Name

4470.9470.5814.05

Account Number

\$29,501.95

Funds Used to Date

Trail Development

Program or Project Category

02016.1102

Project Number

-\$132,311.20

Remaining Balance

Sales Tax Capital Imp

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? Yes

V20130812

Previous Ordinance or Resolution # 131-11

Original Contract Number: _____

Comments:

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Paul a. Baker

Paul a. Baker for Don Mann

[Handwritten signature]



01-17-14P03:32 RCVD

[Handwritten signature]

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CITY COUNCIL AGENDA MEMO

Council Meeting of February 4, 2014

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Matt Mihalevich, Trails Coordinator *mm*

Date: January 16th, 2014

Subject: Town Branch Trail bid award

RECOMMENDATION:

Staff recommends a resolution awarding Bid #13-58 and authorizing a contract with ARCO Excavation & Paving, Inc. in the amount of **\$779,645.25** for the construction of the Town Branch Trail from Greathouse Park to South School contingent on concurrence from the Arkansas State Highway and Transportation Department, approving a twelve percent (12%) project contingency in the amount of **\$93,557.43** and approving a budget adjustment recognizing \$352,647 in federal revenue.

PROPOSAL:

Town Branch Trail is shown on the Fayetteville Alternative Transportation and Trails (FATT) Master plan as the primary east-west trail for the southern part of Fayetteville. In its entirety, the Town Branch Trail will be 2.8 miles long connecting to existing trail at Razorback Road and extending east through Greathouse Park and the University of Arkansas Research and Technology Park with a connection to Walker Park and St. Paul Trail at City Lake Road. Due to the length, the Town Branch Trail will be constructed in phases. The current phase includes a 0.54 mile trail section from Greathouse Park to South School (see attached map). Town Branch Trail will also become part of the 36 mile Razorback Regional Greenway and provide connectivity to the future regional park. Construction is estimated to begin in late March with completion in September of 2014.

In February of 2012 resolution number 28-12 authorized Garver, LLC to begin the design work on the structural engineering elements of the Town Branch Trail. The remainder of the project was designed in-house by the Engineering Division and is being administered through the Arkansas State Highway and Transportation Department.

Six bidders responded to the request for formal bids and ARCO Excavation & Paving, Inc. was the lowest responsive bidder. The base bid total for ARCO Excavation & Paving, Inc. has been corrected due to an adding error in their total price - see attached detailed bid tab. The bid for ARCO Excavation & Paving, Inc. was adjusted from \$779,644.15 to \$779,645.25, an increase of \$1.10.

BUDGET IMPACT:

In August of 2011, resolution number 131-11 authorized the acceptance of \$270,000.00 in Federal-aid funding through the Transportation Enhancements (TE) Program for the Town Branch Trail. This funding will be combined with \$352,647 in funding from the Transportation Alternatives Program (TAP) for a total of **\$622,647** in federal funding at 80%. The City portion of the funding including the 20% local match totals **\$156,998.25** and has been budgeted through the Trail Development Capital Improvement Program along with the a **\$93,557.43** contingency. A budget adjustment is included to recognize the \$352,647 of additional funding from the Northwest Arkansas Regional Planning Commission through the TAP program.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #13-58 AND AUTHORIZING A CONTRACT WITH ARCO EXCAVATION & PAVING, INC. FOR THE CONSTRUCTION OF THE TOWN BRANCH TRAIL IN THE AMOUNT OF \$779,645.25, AND APPROVING A CONTRACT CONTINGENCY IN THE AMOUNT OF \$93,557.43

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 #13-58 to ARCO Excavation & Paving, Inc. in the amount of \$779,645.25 for the construction of the Town Branch Trail, and further approves a twelve percent (12%) contract contingency in the amount of \$93,557.43.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, attached hereto as Exhibit A, recognizing \$352,647.00 in federal revenue.

PASSED and APPROVED this 4th day of February, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

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

V13.1030
Legistar A. 10
Bid #13-58 ARCO Excavation & Paving, Inc.
Page 5 of 22

Budget Year BY 2014	Division: Transportation Services Department: Transportation Services	Request Date 2/4/2014	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

This budget adjustment recognizes federal Transportation Alternative Program (TAP) revenue from the Northwest Arkansas Regional Planning Commission to be combined with Transportation Enhancement Program funds for the Town Branch Trail

Prepared By Matt Mihalevich	Legistar# / Date: 2014-0021 / 2/4/2014
Division Head <i>Henri Springer</i> CITYkspringer 1/17/2014 11:38 AM	Legistar Title TAP_AWARD_TOWN_BRANCH_TRAIL
Budget Director	Budget & Information Management Use Only
	Type: A B C D E P
	General Ledger Date _____
	Posted to General Ledger
	Initial Date
	Checked / Verified
	Initial Date

TOTAL BUDGET ADJUSTMENT		352,647	352,647	
		Increase / (Decrease)		Project.Sub
Account Name	Account Number	Expense	Revenue	Number
Trails	4470.9470.5814.05	352,647		02016 . 1102
Federal Grants-Capital	4470.0947.4309.00		352,647	02016 . 1102
				.
				.



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

Vendor #: **21189** Vendor Name: **ARCO Excavation & Paving** Fob Point: _____
 Address: **10287 E. Hwy 72** State: **AR** City: **Bentonville**
 Requisition No.: _____ Date: **1/16/2014**
 P.O Number: _____ Expected Delivery Date: _____
 Mail Yes: No: Quotes Attached Yes: No: No: Bid 13-58
 Taxable Yes: No:

Division Head Approval: *Kerry J. Gulley*
 Extension: **3416**
 Project/Subproject #: **02016.1102** Inventory # _____ Fixed Asset # _____

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Requester's Employee #:	Ship to code:	Zip Code:
1	Town Branch Trail	1	LOT	779,645.25	\$779,645.25	4470.9470.5814.05	2509	72712	72712
2	This project is grant funded			\$0.00	\$0.00				
3				\$0.00	\$0.00				
4				\$0.00	\$0.00				
5				\$0.00	\$0.00				
6				\$0.00	\$0.00				
7				\$0.00	\$0.00				
8				\$0.00	\$0.00				
9				\$0.00	\$0.00				
10				\$0.00	\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: _____
 Subtotal: **\$779,645.25**
 Tax: _____
 Total: **\$779,645.25**

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

City of Fayetteville - Bid 13-58
Town Branch Trail - Bid Tabulation
Bid Opening - January 14th, 2014 at 2:00pm

ITEM NO.	SPEC. REF	DESCRIPTION	UNIT	EST. QTY	Engineers Estimate		ARCO Excavation & Paving	
					ESTIMATED UNIT PRICE	ESTIMATED TOTAL	UNIT PRICE	TOTAL
1	112	Trench and Excavation Safety Systems	LS	1	\$5,000	\$5,000	\$1,250.00	\$1,250.00
2	201	Clearing, Grubbing & Demolition	LS	1	\$20,000	\$20,000	\$7,500.00	\$7,500.00
3	202	Unclassified Excavation (Plan Quantity)	CY	3,000	\$10	\$30,000	\$7.25	\$21,750.00
4	202	Select Fill (Plan Quantity)	CY	2,726	\$14	\$38,164	\$11.75	\$32,030.50
5	204	4" Topsoil Placement & Select Grading (Existing soil may be used)	SY	5,842	\$2	\$11,684	\$1.30	\$7,594.60
6	205	Undercut and Stone Backfill (as directed)	Ton	100	\$35	\$3,500	\$30.00	\$3,000.00
7	301	24" Reinforced Concrete Pipe	LF	24	\$50	\$1,200	\$72.00	\$1,728.00
8	301	24" Reinforced Concrete Pipe Flared End	EA	2	\$500	\$1,000	\$685.00	\$1,370.00
9	401	4" Class 7 Aggregate Base	SY	5,206	\$5	\$26,030	\$3.75	\$19,522.50
10	303	10' wide x 7' tall Precast Concrete Box Culvert	LF	50	\$300	\$15,000	\$595.00	\$29,750.00
11	303	8' wide x 3' tall Precast Concrete Box Culvert	LF	36	\$250	\$9,000	\$420.00	\$15,120.00
12	303	Wing Walls & Appurtenances	LS	1	\$7,000	\$7,000	\$15,000.00	\$15,000.00
13	505	Solid Sod (Staked) (Bermuda)	SY	1,111	\$3	\$3,333	\$3.65	\$4,055.15
14	505	Seeding and Mulching	Acre	2	\$1,000	\$2,000	\$3,750.00	\$7,500.00
15	509	Erosion control BMP's	LS	1	\$3,000	\$3,000	\$8,085.00	\$8,085.00
16	511	Mobilization (not to exceed 5% of contract price)	LS	1	\$20,000	\$20,000	\$15,000.00	\$15,000.00
17	517	Tree Protection Fencing	LS	1	\$1,500	\$1,500	\$2,500.00	\$2,500.00
18	507	4" Trail Centerline Stripe (Yellow Paint)	LF	3,082	\$1	\$3,082	\$1.20	\$3,698.40
19	508	Trail Signs with U-Channel Post	EA	17	\$200	\$3,400	\$275.00	\$4,675.00
20	601	4" Concrete Trail	SF	35,622	\$5.00	\$178,110	\$3.25	\$115,771.50
21	SP-1 SP-2 SP-3 SP-16	New Bridge Construction	LS	1	\$104,060	\$104,060	\$76,500.00	\$76,500.00
22	SP-1 SP-4	Truss Redecking	LS	1	\$45,430	\$45,430	\$60,200.00	\$60,200.00
23	SP-1 SP-5	Retaining Wall Construction (Cast in Place)	LS	1	\$185,075	\$185,075	\$58,500.00	\$58,500.00
24	SP-7	Handrail	LF	280	\$35	\$9,800	\$83.00	\$23,240.00
25	SP-8	6' Ornamental Welded Steel Fence W/Gate	LF	440	\$26	\$11,440	\$55.00	\$24,200.00
26	SP-9	Rip Rap (Native Sandstone)	SY	40	\$100	\$4,000	\$80.00	\$3,200.00
27	SP-10 SP-11	Light Fixture and Pole, Type A	EA	38	\$2,000	\$76,000	\$3,800.00	\$144,400.00
28	SP-10 SP-11	Light Fixture, Type B	EA	3	\$1,200	\$3,600	\$1,500.00	\$4,500.00
29	SP-12	1 1/2" Electrical Conduit (Schedule 40 PVC)	LF	3,082	\$4	\$12,328	\$6.50	\$20,033.00
30	SP-12	9" x 11" Fiberglass/Polymer Concrete Pull Box	EA	38	\$150	\$5,700	\$155.00	\$5,890.00
31	SP-13	3/4" Galvanized Rigid Steel Conduit	LF	208	\$6	\$1,248	\$9.75	\$2,028.00
32	SP-14	No. 8 AWG Copper Conductor	LF	8,721	\$1.50	\$13,082	\$1.60	\$13,953.60
33	SP-10 SP-12 SP-15	Electrical Service Equipment Pedestals	EA	2	\$2,000	\$4,000	\$5,550.00	\$11,100.00
34	See Terms	Insurance & Bonding	LS	1	\$5,000	\$5,000	\$15,000.00	\$15,000.00
					Estimated Total	\$862,765.50	Total	\$779,645.25

Corrected Price Increased by \$1.10

Boulder Construction		Dean Crowder Co.		General Construction Serv		Tomlinson Asphalt Co.		Township Builders, Inc.	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$4,735.00	\$4,735.00	\$15,000.00	\$15,000.00	\$4,900.00	\$4,900.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
\$30,542.00	\$30,542.00	\$110,000.00	\$110,000.00	\$50,026.07	\$50,026.07	\$15,000.00	\$15,000.00	\$45,000.00	\$45,000.00
\$9.26	\$27,780.00	\$24.00	\$72,000.00	\$11.44	\$34,320.00	\$13.40	\$40,200.00	\$10.00	\$30,000.00
\$14.12	\$38,491.12	\$50.00	\$136,300.00	\$16.03	\$43,697.78	\$20.00	\$54,520.00	\$18.00	\$49,068.00
\$2.65	\$15,481.30	\$8.65	\$50,533.30	\$4.05	\$23,660.10	\$3.50	\$20,447.00	\$2.00	\$11,684.00
\$53.00	\$5,300.00	\$62.00	\$6,200.00	\$62.79	\$6,279.00	\$50.00	\$5,000.00	\$45.00	\$4,500.00
\$73.00	\$1,752.00	\$134.00	\$3,216.00	\$121.63	\$2,919.12	\$80.00	\$1,920.00	\$58.00	\$1,392.00
\$867.00	\$1,734.00	\$984.00	\$1,968.00	\$886.56	\$1,773.12	\$800.00	\$1,600.00	\$1,000.00	\$2,000.00
\$4.85	\$25,249.10	\$12.25	\$63,773.50	\$6.34	\$33,006.04	\$5.00	\$26,030.00	\$4.00	\$20,824.00
\$1,077.00	\$53,850.00	\$765.00	\$38,250.00	\$806.25	\$40,312.50	\$910.00	\$45,500.00	\$850.00	\$42,500.00
\$574.00	\$20,664.00	\$575.00	\$20,700.00	\$589.38	\$21,217.68	\$600.00	\$21,600.00	\$450.00	\$16,200.00
\$25,947.00	\$25,947.00	\$51,000.00	\$51,000.00	\$13,413.00	\$13,413.00	\$24,000.00	\$24,000.00	\$28,000.00	\$28,000.00
\$2.94	\$3,266.34	\$4.00	\$4,444.00	\$5.00	\$5,555.00	\$4.00	\$4,444.00	\$3.00	\$3,333.00
\$3,846.00	\$7,692.00	\$10,000.00	\$20,000.00	\$10,118.03	\$20,236.06	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00
\$5,828.00	\$5,828.00	\$50,100.00	\$50,100.00	\$13,068.99	\$13,068.99	\$16,800.00	\$16,800.00	\$7,000.00	\$7,000.00
\$44,871.50	\$44,871.50	\$6,000.00	\$6,000.00	\$38,125.00	\$38,125.00	\$21,000.00	\$21,000.00	\$45,288.00	\$45,288.00
\$1,244.00	\$1,244.00	\$42,120.00	\$42,120.00	\$1,595.06	\$1,595.06	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
\$0.35	\$1,078.70	\$1.50	\$4,623.00	\$0.38	\$1,171.16	\$1.00	\$3,082.00	\$1.00	\$3,082.00
\$312.00	\$5,304.00	\$350.00	\$5,950.00	\$331.25	\$5,631.25	\$225.00	\$3,825.00	\$250.00	\$4,250.00
\$3.30	\$117,552.60	\$6.00	\$213,732.00	\$3.45	\$122,895.90	\$3.00	\$106,866.00	\$5.00	\$178,110.00
\$99,435.00	\$99,435.00	\$223,750.00	\$223,750.00	\$107,798.02	\$107,798.02	\$101,720.00	\$101,720.00	\$148,673.00	\$148,673.00
\$27,007.00	\$27,007.00	\$48,000.00	\$48,000.00	\$7,240.04	\$7,240.04	\$18,200.00	\$18,200.00	\$31,000.00	\$31,000.00
\$97,636.00	\$97,636.00	\$220,000.00	\$220,000.00	\$120,261.39	\$120,261.39	\$169,980.00	\$169,980.00	\$125,000.00	\$125,000.00
\$77.00	\$21,560.00	\$336.00	\$94,080.00	\$92.88	\$26,006.40	\$65.00	\$18,200.00	\$70.00	\$19,600.00
\$40.00	\$17,600.00	\$51.00	\$22,440.00	\$42.46	\$18,682.40	\$37.00	\$16,280.00	\$50.00	\$22,000.00
\$97.00	\$3,880.00	\$330.00	\$13,200.00	\$83.37	\$3,334.80	\$150.00	\$6,000.00	\$57.00	\$2,280.00
\$4,067.00	\$154,546.00	\$4,500.00	\$171,000.00	\$3,480.00	\$132,240.00	\$3,320.00	\$126,160.00	\$3,300.00	\$125,400.00
\$1,388.00	\$4,164.00	\$1,500.00	\$4,500.00	\$1,128.00	\$3,384.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00
\$7.00	\$21,574.00	\$7.00	\$21,574.00	\$7.26	\$22,375.32	\$7.25	\$22,344.50	\$7.00	\$21,574.00
\$165.00	\$6,270.00	\$175.00	\$6,650.00	\$325.00	\$12,350.00	\$265.00	\$10,070.00	\$200.00	\$7,600.00
\$10.00	\$2,080.00	\$11.00	\$2,288.00	\$12.00	\$2,496.00	\$11.00	\$2,288.00	\$15.00	\$3,120.00
\$1.54	\$13,430.34	\$2.00	\$17,442.00	\$1.80	\$15,697.80	\$1.70	\$14,825.70	\$2.00	\$17,442.00
\$5,203.00	\$10,406.00	\$5,500.00	\$11,000.00	\$2,400.00	\$4,800.00	\$2,140.40	\$4,280.80	\$2,000.00	\$4,000.00
\$20,582.00	\$20,582.00	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00	\$16,750.00	\$16,750.00	\$19,000.00	\$19,000.00
Total	\$938,533.00	Total	\$1,791,833.80	Total	\$973,469.00	Total	\$947,933.00	Total	\$1,049,520.00



1311 CLAYTON ST. • SPRINGDALE, ARKANSAS 72762
(479) 751-7125 FAX (479) 751-7150

April 5, 2013

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Fayetteville Town Branch Trail – FY2013 Transportation Alternatives Program (TAP)

Dear Mayor Jordan:

Reference is made to your request for federal Transportation Alternatives Program (TAP) funds for the Fayetteville Town Branch Trail Project. As you know these funds come to the region because the population of our urbanized area now exceeds 200,000. Projects are subject to a competitive selection process and must be approved by the Northwest Arkansas Regional Planning Commission – Policy Committee.

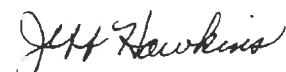
I am pleased to inform you the Fayetteville Town Branch Trail Project was approved by the RPC/Policy Committee on March 27, 2013. This project will utilize \$352,647 in Transportation Alternatives Program (TAP) funding and requires a 20% local match by the City of Fayetteville. The TAP funding is subject to an obligation limitation and the total available funds may change after final FFY2013 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2013. All required AHTD submittals and required approvals for this project should be completed by August 15, 2013 in order to allow sufficient time to obligate the TAP funds for this project.

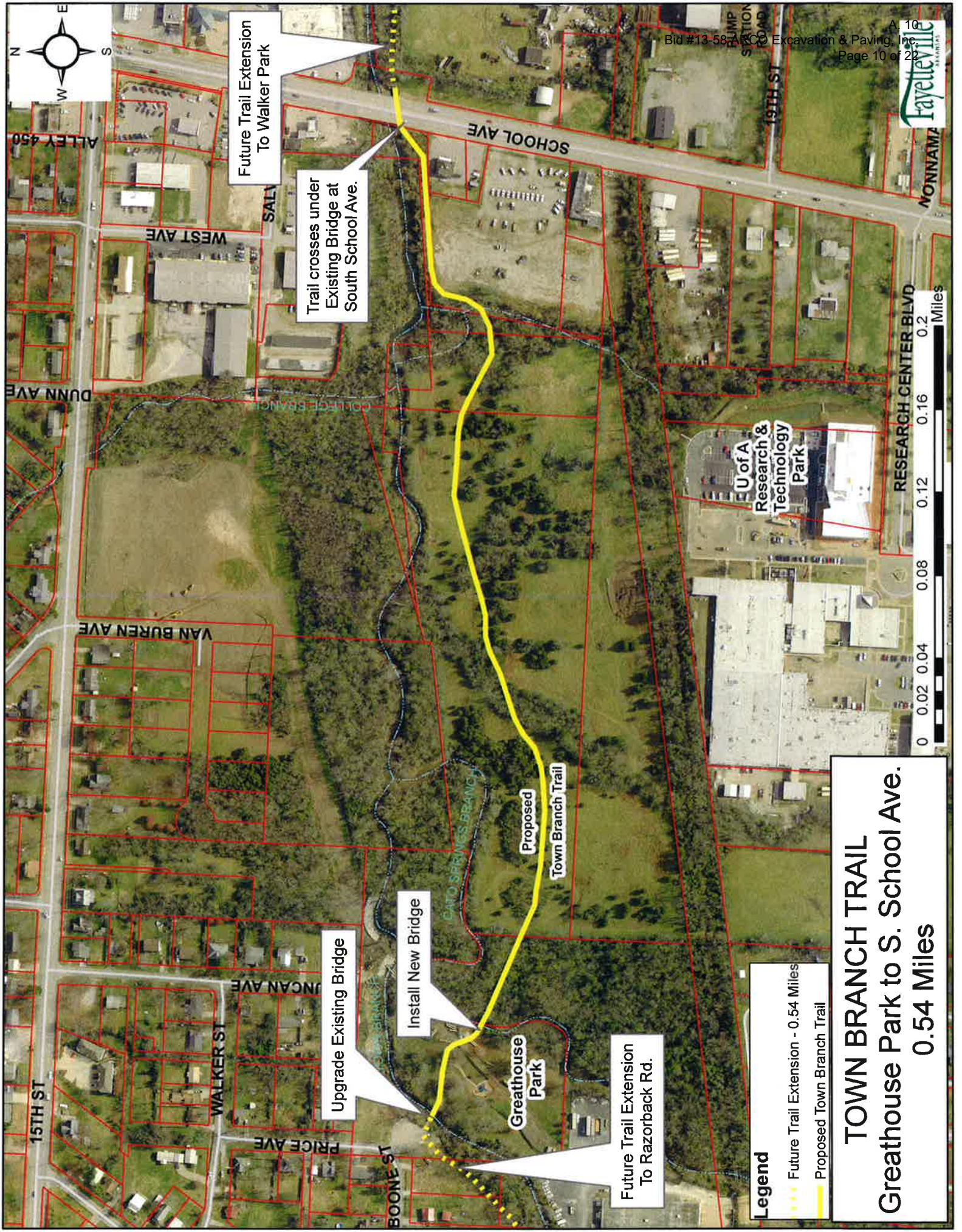
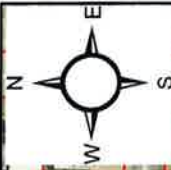
Please note that TAP projects "...must comply with applicable provisions in title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Jeff Hawkins
Director

Cc: Mr. Alan Meadors, AHTD
Mr. Daniel Byram, AHTD



Future Trail Extension
To Walker Park

Trail crosses under
Existing Bridge at
South School Ave.

Upgrade Existing Bridge

Install New Bridge

Greathouse
Park

Future Trail Extension
To Razorback Rd.

Proposed
Town Branch Trail

Legend

- Future Trail Extension - 0.54 Miles
- Proposed Town Branch Trail

TOWN BRANCH TRAIL
Greathouse Park to S. School Ave.
0.54 Miles



DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: TOWN BRANCH TRAIL

Contract No.: 040603

THIS AGREEMENT is dated as of the 17th day of JANUARY in the year 2013 by and
between The City of Fayetteville, Arkansas and **ARCO EXCAVATION AND PAVING, INC**
(hereinafter called Contractor).
10287 EAST HIGHWAY 72
BENTONVILLE, AR 72712
479-451-8000

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:

1. Mobilization/Demobilization
2. Clearing & Grubbing of vegetation in the damaged area.
3. Excavation of unsuitable soil down to rock or unyielding subgrade.
4. Select Fill under the trail.
5. Installation of a new trail bridge including concrete deck, foundation, abutment and wing walls. Rehabilitation of existing trail bridge including steel upgrades and concrete deck.
6. Installation of a storm drainage pipe, box culverts and junction boxes.
7. Installation of a cast-in place wall including foundation, wall rock, drain pipes, select backfill, handrail, and trail under the 71B bridge.
8. Trail subgrade preparation and concrete paving.
9. Site restoration including, topsoil, select grading, sod and seed.
10. Fence reinstallation.
11. Trail Lighting and service panels

City of Fayetteville
Town Branch Trail

00500 - 1
Addendum No. 1

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

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 **150** 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 **180** 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 Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial

DOCUMENT 00500 – AGREEMENT (continued)

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 Two Hundred Dollars (\$200.00) 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.

DOCUMENT 00500 – AGREEMENT (continued)

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 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.

DOCUMENT 00500 – AGREEMENT (continued)

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.

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

DOCUMENT 00500 – AGREEMENT (continued)

- (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 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

DOCUMENT 00500 – AGREEMENT (continued)

Documents and the written resolution thereof by Engineer is acceptable to Contractor.

- 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.

DOCUMENT 00500 – AGREEMENT (continued)

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:

TOWN BRANCH TRAIL

8. 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.

OTHER PROVISIONS: Not Applicable.

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.

DOCUMENT 00500 – AGREEMENT (continued)

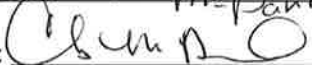
This Agreement will be effective on _____, 20__, which is the
Effective Date of the Agreement.

ARCO Excavation & Paving

CITY OF FAYETTEVILLE _____

Name Written: Chris McDaniel

Name Written: Lioneld Jordan

Signature: 

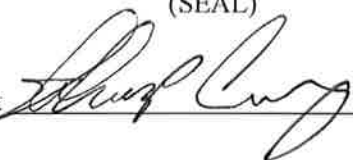
Signature: _____

Title: CFO

Title: Mayor

(SEAL)

(SEAL)

Attest 

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Address for giving notices

ARCO EXCAVATION AND PAVING, INC

**10287 EAST HIGHWAY 72
BENTONVILLE, AR 72712
479-451-8000**

113 W. Mountain Street
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

