

City of Fayetteville Staff Review Form

2014-0392

Legistar File ID

9/16/2014

City Council Meeting Date - Agenda Item Only
 N/A for Non-Agenda Item

Tim Nyander

8/28/2014

Water & Sewer Maintenance /
 Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution approving a bid with H & H Directional Boring, Inc. for constructing pipeline crossings using the horizontal directional drilling method.

Budget Impact:

5400.4310.5315.00

Water & Sewer

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 12,769.00

Funds Obligated \$ 4,529.45

Current Balance \$ **8,239.55**

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ **8,239.55**

V20140710

Previous Ordinance or Resolution # _____

ENTERED
 9/2/14
 PH

Original Contract Number: _____

Approval Date: _____

Comments:

BT 9/2/14

Paul A. Bucher 9-2-2014

Don Miller 9-3-14

[Handwritten Signature]

8/28/14
 XDB

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 16, 2014

TO: Mayor Lioneld Jordon
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Interim Director for Water & Sewer

DATE: August 28, 2014

SUBJECT: A Resolution approving a bid with H & H Directional Boring, Inc. for constructing pipeline crossings using the horizontal directional drilling method.

RECOMMENDATION:

City Staff recommends awarding Bid 14-50 to H & H Directional Boring to construct pipeline crossings when needed using the horizontal directional drilling method.

BACKGROUND:

The purchase of directional boring services is necessary to install pipeline crossings underneath road surfaces, curbs and sidewalks in a manner which does not disturb the integrity of these surfaces. Sealed bids in accordance with State statutes, City ordinances, and purchasing procedures were publicly read and the results are attached to this memo.

DISCUSSION:

The low bid for directional boring was submitted by H & H Directional Boring Incorporated. The City has purchased directional boring services from this vendor in the past. Their operation meets all necessary specifications and their service is satisfactory.

BUDGET/STAFF IMPACT:

Funds for the acquisition of these services have been budgeted in the Water & Sewer Fund. Directional boring services will be purchased on an "as needed" basis.

Attachments:

Bid 14-50 Tabulation
Bid Submittal
Staff Review Form

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-50 AND AUTHORIZE THE PURCHASE OF DIRECTIONAL BORING SERVICES FROM H&H DIRECTIONAL BORING, INC. IN VARIABLE AMOUNTS AS NEEDED FOR CONSTRUCTING PIPELINE CROSSINGS THROUGH THE END OF 2014

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-50 and authorizes the purchase of directional boring services from H&H Directional Boring, Inc. in variable amounts as needed for constructing pipeline crossings through the end of 2014.

PASSED and APPROVED this 16th day of September, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, Arkansas
 Purchasing Division
OFFICIAL BID TABULATION
 Bid 14-50, Construction - Directional Boring
 Thursday, August 21, 2014 3:00 PM, Local Time

			Gastony Directional Boring, Inc		H&H Directional Boring, Inc	
Item #	DESCRIPTION	Estimated Annual Linear Feet	PRICE PER LINEAR FOOT	EXTENDED TOTAL LINE ITEM PRICE	PRICE PER LINEAR FOOT	EXTENDED TOTAL LINE ITEM PRICE
1	Directional Boring, as specified, for installation of 1" or 2" poly pipe, <u>pipe shall be provided by the City</u>	2,500	x \$ 38.00	= \$ 95,000.00	x \$ 20.00	= \$ 50,000.00
2	Directional Boring, as specified, for installation of 6" ductile or cast iron pipe, <u>pipe shall be provided by the City</u>	100	x \$ 88.00	= \$ 8,800.00	x \$ 70.00	= \$ 7,000.00
3	Directional Boring, as specified, for installation of 8" ductile or cast iron pipe, <u>pipe shall be provided by the City</u>	100	x \$ 105.00	= \$ 10,500.00	x \$ 90.00	= \$ 9,000.00
4	Directional Boring, as specified, for installation of 12" ductile or cast iron pipe, <u>pipe shall be provided by the City</u>	100	x \$ 120.00	= \$ 12,000.00	x \$ 130.00	= \$ 13,000.00
			Total Base Bid :	\$ 126,300.00	Total Base Bid :	\$ 79,000.00

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

CERTIFIED:

P. Vice

Carolyn Deep
 Witness

8/21/14

P. Vice, Purchasing Manager

Date



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 14-50, Construction – Directional Boring
DEADLINE: Thursday, August 21, 2014 before 3:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Friday, August 01 & August 08, 2014

INVITATION TO BID Bid 14--50, Construction – Directional Boring

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled and should have the name and address of the bidder as well as the bid number and name.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

BID DISTRIBUTION INCLUDES 1 FILE: *Document available for direct download at www.bids.accessfayetteville.org*

Bidder assumes all responsibility for receiving updates and any addenda issued to this project by monitoring www.bids.accessfayetteville.org. Failure to acknowledge addenda issued as instructed could result in rejection of such bid.

Bid 14-50, Addendum 1



Date: Thursday, August 14, 2014

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: Bid 14-50, Construction – Directional Boring

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. This addendum contains a revised bid form in its entirety. **All bidders shall use the enclosed revised bid form.** Failure to use the correct bid form will result in bid rejection.
2. City shall provide all pipe needed for directional boring. Pricing shall include all other work, taxes, and labor to complete directional boring per liner foot.

SEE ATTACHED
REVISED BID
FORM
(PAGES 2-5)

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – DIRECTIONAL BORING

BID # 14-50
Date: August 2014

CITY OF



Project Check List

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 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 Contractor's License Number.

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

CONTRACTOR NAME: H&H Directional Boring, INC.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0091820415

City of Fayetteville
Bid 14-50, Construction – Directional Boring
Advertisement

CITY OF FAYETTEVILLE
INVITATION TO BID
BID 14-50, Construction – Directional Boring

The City of Fayetteville is accepting bids from properly licensed firms for the directional boring services thru December 31, 2014 at various locations within the city limits of Fayetteville, Arkansas. Questions should be addressed to Andrea Foren, Purchasing Agent at aforen@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received before **Thursday, August 21, 2014 before 3:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division.

Each bid shall be accompanied by a certified check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor only applies to contracts exceeding \$75,000.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPO, CPPB
City Purchasing Agent
Ad dates: 08/01/14 and 08/08/14

City of Fayetteville
Bid 14-50, Construction – Directional Boring
Instructions to Bidders

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts

sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.

- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4 Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best serves the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.

11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.

11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE - CONTRACT TIME

12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and

public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1 A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.

20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.

20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1 Americans with Disabilities Act.
- 27.2 Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3 Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1 All bidders shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

City of Fayetteville
Bid 14-50, Construction – Directional Boring
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify the City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all *qualified* small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. PROVISION FOR OTHER AGENCIES:N/A

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: 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.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidders shall be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **All applicable taxes shall be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid. The City of Fayetteville is not a tax exempt entity.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- j) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ADDITIONAL REQUIREMENTS:** Bidders shall conform to the requirements listed below and include appropriate evidence for each unless otherwise stated. Proof of appropriate insurance as well as performance and payment bond shall be provided before work begins and is not required for bid opening. Five percent bid bond shall be submitted with ALL bids exceeding \$20,000.

- a. Workers Compensation as required by Arkansas State Statutes
- b. Bidder shall have general liability insurance as required at a minimum of \$1,000,000.00
- c. A bid bond of five percent (5%) shall be submitted with all bids. A cashier's check from a bank located in the State of Arkansas for five percent (5%) of the amount bid will also be acceptable as a replacement to a bid bond. In the event a cashier's check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid one hundred (100) percent performance and payment bond.
- d. A 100% performance and payment bond is required within ten (10) calendar days after a contract has been signed by all parties. The performance and payment bond shall be received by the City before any work is initiated on the project. The performance and payment bond shall be presented to the City after it has been stamped by the Washington County Clerk's Office.
- e. A State of Arkansas Commercial Contractor's License is required to bid on the project.
- f. All bidders shall have commercial construction experience completing jobs of similar scope to this project. Bidders shall provide a minimum of four (4) references listing contracts completed within the past five (5) years.
- g. Insurance shall be provided to the City after contract award. Bidder shall furnish a certificate of insurance addressed to the City, showing that the awarded entity carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Bidder shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
 - i. Workmen's Compensation – Statutory Amount
 - ii. Comprehensive General & Automobile Insurance:

1. Bodily Injury Liability – \$500,000 for each person injured.
2. Each Accident – \$1,000,000
- iii. Property Damage Liability – \$1,000,000 aggregate.

h. Any dumpster used on site shall be acquired from the City of Fayetteville Solid Waste and Recycling Division. Use of other commercial third-party containers is not allowed.

27. DESCRIPTION OF BID:

- a. The project will be bid under a Lump Sum, Base Bid format: Work includes Site Preparation and Improvements, Demolition of Existing Building Components and Systems, Cleaning of the existing building, new Construction and Renovation along with any and all other Work as shown on the Drawings, described in the Specification and described herein, all to be let under one prime contract.
- b. Contractors, Sub-Contractors, Suppliers, Vendors and Others are to refer to the conditions and instructions issued by the City of Fayetteville for additional bidding requirements.

28. EXAMINATION OF PREMISES, PERMITS, & FEES REQUIRED:

- a. Before submitting his quotation, Contractor will be held to have examined the premises, satisfied themselves as to the conditions of the site and site work needed and satisfied themselves as to existing conditions under which he will be obligated to operate, or that will in any manner affect Work under this contract.
- b. Before submitting his quotation, Contractor will be held to have contacted the City/County, Utilities or any other local Jurisdictions for the project and to have determined any and/or all requirements for completion of the work at this specific location including, but not limited to: Building Permits, Traffic Control, Utility Connections, Zoning and Planning Requirements, Water Service Connections and any or all other requirements for the Work. The Base Bid is to include all items, costs or procedures required for completion of the work whether shown correctly on the drawings, specified correctly in the Project Manual - or not shown at all. Costs for Permits are to include any Tap, City Assessments, Impact Fees, Special Permits, Highway Access Permits and/or any other Impact Costs needed to complete the Work.
- c. Bidder shall be informed fully of conditions relating to construction of project and employment of labor. Failure to do so does not relieve successful bidder of his obligation to furnish material and labor necessary to carry out provisions of his contract. Insofar as possible Contractor, in carrying out his Work, must employ such methods or means to avoid any interruption of or interference with Work of any other Contract.

29. AVAILABILITY OF BID DOCUMENTS:

- a. Copies of drawings, specification and other proposed contract documents are available from the City of Fayetteville. All dissemination of Documents and control of the dissemination of Documents and information to sub-contractors, vendors, suppliers or others involved with the Contractor's bid are the Contractor's responsibility, the City is not responsible to disseminate Documents or Information to anyone except the proposed General Contractors who have properly registered to bid the Work with the City.

30. BID FORMS:

- a. All Bids shall be submitted on the Bid Form included. Submit one full completed and executed copy including corporation seals and signatures by parties legally able to bind the contracting firm to the City. Subcontractor bids are to comply with the requirements of the Contract Documents regardless of the bid forms or bidding paperwork supplied by the Bidding General Contractors. All bids are to be complete without qualifications or conditions.
- b. All pricing information requested on the Bid Form shall be filled out completely. Contractors shall not add any additional pricing information to the Bid Form. Contractors shall bid the entirety of the Work, if clarifications are required for a complete bid seek and obtain interpretations and addendum from the City BEFORE bids is given.

31. INTERPRETATIONS:

- a. No interpretation of plans, specifications or other bid documents will be made orally to the bidder. Requests for interpretation or clarification of Bid Documents must be made in writing addressed to the City of Fayetteville. **TO BE GIVEN CONSIDERATION, REQUESTS FOR INTERPRETATION MUST BE RECEIVED AT LEAST FIVE (5) WORKING DAYS PRIOR TO DATE FIXED FOR RECEIPT OF BIDS.**
- b. Interpretations and additional information will be issued in the form of written addenda via e-mail to all listed on the plan holders list and those subscribed to the City's Purchasing mailing list. **ADDENDA WILL BE ISSUED UP TO THREE (3) DAYS (72 hours) PRIOR TO DATE FIXED FOR OPENING OF BIDS.** Failure of bidder to receive any addendum shall not relieve bidder from obligation under his bid as submitted. All addenda so issued shall become part of Contract Documents.
- c. Should an error, inconsistency or omission be found in the Bid Documents after the Bid Opening, the Contractor will be deemed to have prepared his bid based upon the more costly way of performing the work. It is the responsibility of the Contractor, Subcontractor, Bidder, Supplier or Vendor to determine the work required for the installation of their portions of the project including the work of other trades required to facilitate their own Work during bidding and not the Architect's responsibility to provide complete and fully coordinated Documents. The Architect will have sole discretion to determine the Work to be performed based on inconsistencies in the work, or inconsistencies between any portions of the bid documents.
- d. The Contract Documents are "Complementary" and anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications is to have the same effect as if shown or mentioned in both. Anything mentioned or shown in one portion or by one discipline (i.e. mechanical, electrical, plumbing, civil, etc., versus architectural or visa versa) and not shown or mentioned in other disciplines or areas of the Drawings and/or Project Manual (i.e. equipment shown on drawings or indicated in the project manual and power not shown on the electrical drawings) is to have the same effect as if shown or mentioned in both places.
- e. Precedence **IS NOT** given to the Specifications over the Drawings or to Large Scale Drawings over Smaller Scale Drawings. All drawings and all specifications are complimentary and shall be viewed collectively when interpreting the Design Intent for the Project. The Architect is the sole judge and interpreter of Design Intent and his decision will be final and binding upon the General Contractor, Sub Contractors and Suppliers.

32. QUALIFICATIONS OF SUPPLIERS, SUB-CONTRACTORS OR BIDDERS:

- a. City may make such investigations as they deem(s) necessary to determine ability of bidder(s) to perform Work, and bidder shall furnish to City all such information and data for this purpose City may request. City reserves right to reject bid of any bidder, sub-bidder or vendor who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in position to perform contract, or who has habitually and without just cause neglected payment of bills or otherwise disregarded obligations to subcontractors, material men, or employees.
- b. It is the responsibility of the General Contractor to determine the viability of entities who will be sub-bidders, vendors or supplier to the Work during the bidding period. The City will not increase the cost of the work to change sub-bidders, vendors or suppliers of the Work when just fail to perform or start the Work.

33. CONDITIONAL BIDS:

- a. **Conditional bids will not be considered.** Bid with conditions as to the bid amount, work amounts, limitations, qualifications or time constraints will not be considered. Bids with conditions as to the Work or items that would be included or would be not included in the Work will not be considered. Including in the Base Bid only the costs for an unconditional bid based on the Construction Documents and do not include proposed deductions or any qualifications in the Bid or Time amounts in the Base Bid whatsoever.
- b. Calculations or qualifications by Subs, Vendor or Suppliers to the Bidders are not binding on the City and can not be made a part of any Bid or relied upon in any way to modify or limit the Work required by the Contract Documents.

34. "CALL BEFORE YOU DIG" STATE LAW:

- a. State Laws passed requiring notification and marking of underground items before digging on a construction project using mechanized equipment or hand tools are a requirement of this project. Failure to not do so can result in penalties. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to

be preformed. It is not the responsibility of the Architect to indicate laws or applicable regulations for the location of the work and is the responsibility of the Contractor(s) to obtain a full understanding of the conditions and requirements, laws and procedures for the work in the location the work is to be completed.

35. OTHER BIDDER RESPONSIBILITIES:

- a. It is the responsibility of the Bidders to determine issues, inconsistencies or questions during the bidding period and to request clarification of such items or questions in writing to the City. Questions must be submitted at least 5 working days prior to the bid date for response. The determination of cost issues that arise after the bid process, where question or clarifications were not completed by the Bidders will be determined by the City and no additional costs will be allowed for providing any item needed to properly complete the intent of the work indicated on the Documents as interpreted by the City.
- b. It is the responsibility of the Bidder to contact all City, State and/or Local Jurisdictions, Utilities and/or other Entities having Jurisdiction over the Work during the bid period and to determine any and all requirements, installation instructions, installation details or other conditions needed for properly providing the Work indicated and envisioned in the Contract Documents. After the bid period any adjustment that is needed to complete the Work such as, but not limited to; Utility Taps, Road and Entryway Configurations, Drainage Structures, Utility Installation Configurations costs or fees or other such similar requirements of Entities with Jurisdiction(s) over the Work or any such adjustments in the Work that is determined to be different than those shown on the Contract Documents and needed to meet the demands or requirements of such Utilities or Jurisdictions will be paid for by the Bidder.

36. SUBCONTRACTOR DISCLOSURE FORMS, ILLEGAL ALIEN EMPLOYMENT ACT REGISTRATION:

- a. All BIDDERS are required to provide complete disclosure of all subcontractors, vendors, suppliers or anyone else involved in the Work. Complete disclosure of the work, costs and contractual relationship of all Bidders are to be provided upon request including both the State's Grant & Disclosure Form (F-1, revision 11-29-00) and the State of Arkansas Immigrant website statements.
- b. All bidders are required to complete the State's Illegal Alien Employment Act certifications. Successful bidders are required to access the State's Web Site (www.arkansas.gov/dfa/procurement) and to register as required.

37. DISCLOSURE OF SUBCONTRACTORS AND SUBCONTRACTOR PRICING:

- a. A detailed breakdown of costs for the Work in the CSI format is required to be delivered to the City after the Bidding by the successful Bidder for review with the City and/or State Authorities.
- b. A detailed list of all subcontractors, vendors and suppliers of the Work is required to be delivered to the City after the Bidding by the successful Bidder for review with the City and /or State Authorities. The City reserves the right to review and approve the use of any sub-contractor, vendor, material or product for use in the project.

38. CONTRACTORS COMPLETION:

- a. Lien Releases are to be executed by all sub-contractors, vendors and the General Contractor and are to be submitted along with a Consent of Surety as a condition to be completed when the Final Payment Request is delivered to the Architect for review and payment by the City.
- b. Contractor is to attach final payment request to the completed Consent of Surety Document and is to provide supporting attachments for; the General Contractors overall Final Lien Release and supporting Final Lien Release Documents from all subs, major vendors and suppliers as supporting evidence that all payments have been made and are complete for the Work. Consent of Surety document can be obtained from Architect.
- c. Letter of Completion: At the time of Final Payment the Contractor is to also submit a letter on the firm's letterhead and signed by the City or Authorized Agent of the Contractor stating that all work has been completed to the requirements of the Contract Documents and the Work is ready for Occupancy. Attach copies of local jurisdictions Occupancy Permit where required.

39. ATTACHMENTS TO BID DOCUMENTS: The following attachments are hereby included and made part of the requirements for this bid package. Pricing shall be inclusive of entire bid package.

- a. Attachment A: Section 171.13 from the City of Fayetteville Code of Ordinances
- b. Attachment B: D1 & D2 Specifications

40. ADDITIONAL SPECIFIC JOB REQUIREMENTS:

- a. The City of Fayetteville will begin utilizing the primary supplier on a low bidder first basis for each qualified, responsible, responsive bidder. In the event the first ranking low bidder is not available, the City will contact the second low, etc.
- b. Bidders shall have experience in providing products and/or services of the same or similar nature. Bidders are required to be on jobsite as scheduled and coordinated with the City. Failure to show up as scheduled can result in bidder to disqualification for the remainder of the calendar year.
- c. All pricing bid shall remain valid through 12/31/2014.
- d. All invoices / invoices shall be presented to the City with the minimum information listed below.
 - i. City Department that ordered the materials or services
 - ii. Order Date
 - iii. Delivery date or the date of service
 - iv. Name of the City Employee that requested or picked up the goods, materials, or service
 - v. Bid Number that applies to the purchase and invoice. Amounts in the bid shall match invoicing.
- e. The City will release work on an as-needed basis. Job sited will be within the city limits of Fayetteville, AR.
- f. The City will not hold any retainage from payments associated with this project.
- g. There will be no liquidated damages associated with this bid.
- h. All work shall be performed between the hours of 7:00 AM and 11:00 PM, Monday through Sunday, as allowed by the Fayetteville Noise Ordinance.
- i. Department of Labor Prevailing Wage Rates will apply to contracts exceeding \$75,000.

41. TECHNICAL SPECIFICATIONS: For the remainder of 2014, it is anticipated that the City of Fayetteville will be contracting the directional boring of approximately 2,500 feet by directional drilling. Vendor shall complete and include this section with bid submittal. In the event the bid line specification item meets the specification provided, bidder shall indicate with a check mark, writing in "yes" or other mark clearly indicating the item bid meets the individual specification. In the event the item bid does NOT meet the specification, bidder shall write in "no" or leave the item blank, indicating the item bid does not meet the specification. Bidders will not be allowed to indicate if a specification is intended to be met after the deadline has passed. The City of Fayetteville shall not accept other literature for bid specification interpretation.

- a. The Contractor shall furnish all labor, materials, tools and equipment as necessary to construct a pipeline crossing by the **horizontal directional drilling method**. Furnish all labor, equipment, materials and supplies and perform all work necessary to provide a complete, finished water main crossing.

i. Yes No Exceptions _____

- b. Contours, topography and profiles of the ground as may be shown on drawings and are believed to be reasonably correct; however, the City does not guarantee to be absolutely so and drawings are presented only as an approximation. Contractor shall verify all elevations required to successfully complete the crossing.

i. Yes No Exceptions _____

- c. There are no current planned projects for directional boring. All work on this contract will be emergent based on pipe failures, emergency conditions or new projects.

i. Yes No Exceptions no evening or weekend work performed

- d. The work includes installation of poly pipe, ductile iron or cast iron pipe. The vast majority of the poly pipe installation will be 1-inch and 2-inch.

i. Yes No Exceptions _____

e. The Contractor is responsible for rough backfill of any hand or machine dug pits. The pits shall be backfilled in a timely fashion unless special circumstances exist.

i. Yes No Exceptions _____

f. Pricing bid shall be on a dollar (\$) per foot basis. The standard installation shall include two pits, either hand dug or machine dug depending on location, and the directional bore of between the two pits.

i. Yes No Exceptions _____

g. The Contractor is responsible for obtaining locates when required to expose existing utilities. It is expected that potholes are to be excavated with as minimal disturbance as possible. Where the pothole is in a grassy area, the pothole shall be restored immediately using the material taken out of the hole.

i. Yes No Exceptions _____

h. Response Time. The awarded contractor will be expected to respond in the following time frame:

i. Emergency water leak/water main break – Four (4) hours maximum from notification

1. Yes No Exceptions no evening or weekend work

ii. Non-emergency water leak – Seventy-two (72) hours maximum from notification

1. Yes No Exceptions _____

City of Fayetteville
Bid 14-50, Construction – Directional Boring
Bid Form – REVISED PER ADDENDUM 1

**ADDENDUM 1 –
REVISED BID FORM**

Contract Name: Bid 14-50, Construction – Directional Boring
Bid Number 14-50

BID TO:

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

BID FROM:

Bidder: H&H Directional Boring, INC.
1609 MALLY Wagon Rd.
Fayetteville AR, 72701

Section 1 – Intent:

1. 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:

2. 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>#1</u>	<u>08.15.14</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B.) Bidder 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.

City of Fayetteville, Arkansas
Bid 14-50, Addendum 1
Page 1 of 2

C.) Bidder 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.) Bidder 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. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or 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 Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, 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.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

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.

1. 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.
2. M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
3. 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 – Price:

Item #	DESCRIPTION	Estimated Annual Linear Feet		PRICE PER LINEAR FOOT	EXTENDED TOTAL LINE ITEM PRICE
1	Directional Boring, as specified, for installation of 1" or 2" poly pipe, <u>pipe shall be provided by the City</u>	2,500	x	\$ <u>20.00</u>	= \$ <u>50,000.00</u>
3	Directional Boring, as specified, for installation of 6" ductile or cast iron pipe, <u>pipe shall be provided by the City</u>	100	x	\$ <u>70.00</u>	= \$ <u>7,000.00</u>
4	Directional Boring, as specified, for installation of 8" ductile or cast iron pipe, <u>pipe shall be provided by the City</u>	100	x	\$ <u>90.00</u>	= \$ <u>9,000.00</u>
5	Directional Boring, as specified, for installation of 12" ductile or cast iron pipe, <u>pipe shall be provided by the City</u>	100	x	\$ <u>130.00</u>	= \$ <u>13,000.00</u>
Total Base Bid:					\$ <u>79,000.00</u>
Bid pricing shall be inclusive of labor, taxes, shipping, mobilization, and all other charges. Invoicing shall be paid based off of unit pricing multiplied by the actual linear footage of directional boring. ALL PIPE SHALL BE PROVIDED BY THE CITY OF FAYETTEVILLE.					

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.

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 bid documents.

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 bid document.

Section 7 – Debarment:

A.) As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

City of Fayetteville, Arkansas
 Bid 14-50, Addendum 1
 Page 1 of 4

- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Section 8 – Communications:

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

H&H Directional Boring, INC.

1609 MA114 Wagon Rd.

Fayetteville AR 72701

Phone No. 479 443-9107

FAX No. 479 443-5555

Section 9 – SIGNATURE:

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

SUBMITTED on this 21 Date of August, 2014

Arkansas State Contractor License No. 0091820415

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: H&H Directional Boring, INC. (SEAL)

Date of Incorporation: November 6, 2000

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

By: Chad Haney
(Signature – attach evidence of authority to sign)

Name (type or printed): Chad Haney

Title: President

(CORPORATE SEAL)

Business address: 1609 Mally Wagon Rd.
Fayetteville AR, 72701

Phone No.: 479 443-9107 FAX No.: 479 443-5555

City of Fayetteville
Bid 14-50, Construction – Directional Boring
Vendor References

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

COMPANY NAME: H&H Directional Boring, INC.
BUSINESS ADDRESS: 1609 Mally Wagon Rd. Fayetteville AR 72701
NUMBER OF YEARS IN BUSINESS: 14 HOW LONG IN PRESENT LOCATION: 14
TOTAL NUMBER OF CURRENT EMPLOYEES: 9 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 2 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. Nabholz Construction
COMPANY NAME
Rogers AR 72757
CITY, STATE, ZIP
Mike
CONTACT PERSON
⁴⁷⁹ 519 7076
TELEPHONE
8-4-14
DATE COMPLETED
mike.frost@nabholz.com
E-MAIL ADDRESS

2. Seven Valleys Construction
COMPANY NAME
Cassville MO 65625
CITY, STATE, ZIP
Bobby Enos
CONTACT PERSON
417 847 2287
TELEPHONE
8-15-14
DATE COMPLETED
Sevenvalleys2003@yahoo.com
E-MAIL ADDRESS

3. N.E.C., INC.
COMPANY NAME
Rogers AR 72756
CITY, STATE, ZIP
Kevin
CONTACT PERSON
721-2474
TELEPHONE
3-26-14
DATE COMPLETED
kjnecessary@nec-contractors.com
E-MAIL ADDRESS

4. Red Rock Construction Company
COMPANY NAME
Jasper, AR 72641
CITY, STATE, ZIP
Horst Graalman
CONTACT PERSON
870 365 6762
TELEPHONE
8-18-14
DATE COMPLETED
redrock@critter.net
E-MAIL ADDRESS

ARVEST BANK

P.O. Box 799
Lowell, AR 72745

81-87829
11583621

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR RETURNED 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.

REMITTER H&H Directional Boring Inc.
Br 304

DATE August 21, 2014

PAY TO THE ORDER OF City of Fayetteville

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

\$ 3,950.00

PAY EXACTLY 3,950 DOLL 00 CENTS

DOLLARS

CASHIER'S CHECK

[Handwritten Signature]

⑈ 3 706 79 707 ⑈ 08 2900872⑈ 11533621⑈