



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323 TDD -
479-521-1316

Text File

File Number: 2014-0398

Agenda Date: 10/21/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: C. 1

A RESOLUTION TO AWARD BID #14-60 AND AUTHORIZE A CONTRACT WITH BROTHERS CONSTRUCTION, INC. IN THE AMOUNT OF \$1,256,345.00 FOR RELOCATION AND IMPROVEMENT OF WATER AND SEWER LINES ALONG RAZORBACK ROAD AND MAPLE STREET, TO APPROVE A PROJECT CONTINGENCY OF TEN PERCENT (10%), AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-60 and authorizes a contract with Brothers Construction, Inc. in the amount of \$1,256,345.00 for relocation and improvement of water and sewer lines along Razorback Road and Maple Street, and further approves a ten percent (10%) project contingency.

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

City of Fayetteville Staff Review Form

2014-0398

Legistar File ID

10/21/2014

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

Jim Beavers

9/30/2014

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution approving a construction contract with Brothers Construction, Inc. (bid opened on 10/14/14) \$1,256,345.00 Bid 14-60, and approving a 10 % project contingency \$125,635.00 for a total of \$1,381,980.00, to construct Water and Sewer Improvements on Razorback Rd and Maple Street, and approve a Budget Adjustment.

Budget Impact:

5400.5600.5808.00	Water/Sewer																														
Account Number	Fund																														
11011.1401	Relocates Maple St & Hwy 112																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Budgeted Item?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 25%; text-align: right;">744,970.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">744,970.00</td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Current Budget	\$	744,970.00			Funds Obligated	\$	-			Current Balance	\$	744,970.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 30%;">Item Cost</td> <td style="width: 15%; text-align: right;">\$</td> <td style="width: 25%; text-align: right;">1,381,980.00</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">637,010.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>Yes</u></td> <td>Remaining Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> </table>			Item Cost	\$	1,381,980.00	Does item have a cost?	<u>Yes</u>	Budget Adjustment	\$	637,010.00	Budget Adjustment Attached?	<u>Yes</u>	Remaining Budget	\$	-
Budgeted Item?	<u>Yes</u>	Current Budget	\$	744,970.00																											
		Funds Obligated	\$	-																											
		Current Balance	\$	744,970.00																											
		Item Cost	\$	1,381,980.00																											
Does item have a cost?	<u>Yes</u>	Budget Adjustment	\$	637,010.00																											
Budget Adjustment Attached?	<u>Yes</u>	Remaining Budget	\$	-																											

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF OCTOBER 21, 2014

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Interim Director for Water & Sewer
Fayetteville Water and Sewer Committee

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: September 30, 2014

SUBJECT: Resolution approving a construction contract with Brothers Construction, Inc. (bid opened on 10/14/14) \$1,256,345.00 Bid 14-60, and approving a 10 % project contingency \$125,635.00 for a total of \$1,381,980.00, to construct Water and Sewer Improvements on Razorback Rd and Maple Street, and approve a Budget Adjustment.

RECOMMENDATION:

Fayetteville City Administration recommends approval of a construction contract with Brothers Construction Inc., for \$1,256,345.00 Bid 14-60, approving a 10 % project contingency for \$1,381,980.00, to construct Water and Sewer Improvements on Maple Street and Razorback Road and water line extension on Stadium Drive, approving Budget Adjustment.

BACKGROUND:

Maple Street from Garland Avenue to Razorback Road is AHTD State Highway 112. Razorback Road from Maple to Martin Luther King (and south) is AHTD State Highway 112. The Razorback Road – Garland Avenue (HWY 112) Water and Sewer relocations are required to allow the 2015 widening of Maple Street and Razorback Road (AHTD Job 040582). This project (Water and Sewer relocations) is City funded and not eligible for reimbursement. AHTD generally reimburses utility owners for relocating lines currently existing outside of the existing ROW, and the owner pays for lines that are currently inside the ROW and any increases in capacity. The existing water and sanitary sewer are within the AHTD existing ROW. The Project includes approximately 3000 linear feet of 12 inch water line, approximately 760 linear feet of 12 inch sanitary sewer main replacement, fittings, street repair, appurtenances and special considerations as noted and specified.

DISCUSSION:

The construction project was advertised on September 29th and October 6th 2014 and bids were publically opened on October 14, 2014. The City opened 4 bids on October 14, 2014. Staff recommends rejection of the bid from Tri Star Contractors, LLC in the amount of \$1,062,000 due to failure to provide proof of adequate municipal utility experience, as required in the bid specifications. Staff recommends awarding a contract to Brothers Construction in the amount of 1,256,345.00.

BUDGET/STAFF IMPACT:

Budgeted Funds are available in the project and will be utilized. The budget adjustment recognizes budgeted funds available from the water and sewer rehabilitation projects.

Attachments:

Staff Review Form

Budget Adjustment Form

Bid 14-54 Tabulation

Bid Submittal

Proposed Construction Contract with Brothers Construction, Inc.

SECTION 0310

BID FORM

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

DATE: OCTOBER 14, 2014 at 10:00 a.m. LOCAL TIME

Proposal of: Brothers Construction Inc

Address: PO Box 1763

Van Buren, Ar. 72957

Bid For: **BID 14-60,**
Razorback Rd – Garland Ave. (Hwy 112)
(Fayetteville)(S)
Washington County
Route 112 Section 0
Job 040582 (Utilities)
AKA “BID 14-60, Maple Street-Razorback Rd - Water and Sewer Relocation”

Bid Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

BIDDER will complete the **Work** for the unit prices as listed in the **Bid Form**.

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents**. **BIDDER** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the **Contract Time** specified.

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for sixty (60) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **BID**, **BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER HAS EXAMINED ALL CONTRACT DOCUMENTS** (including but not limited to **Invitation to Bid, Information for Bidders, and Supplemental Information for Bidders**) and the following **ADDENDA**: #1 dated 10/8/14

Failure to list all necessary Agenda issued by the **CITY OF FAYETTEVILLE** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID**, **BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID**, **BIDDER** represents, that this **BID** is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE**.

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

Attached to this **BID FORM** is the required Bid Security in the form of a Corporate Bid Bond or Cashier's Check in the amount of five (5) percent of the Total Bid Amount.

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

TAXES

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

Signature Jedd Mooney Title Sect

INSURANCE AND BONDING REQUIREMENTS

The **BIDDER** hereby acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the **General Conditions**. If awarded a construction contract, the **BIDDER** agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date the award is made.

Signature Jedd Mooney Title Sect

DESCRIPTION OF UNIT PRICE SCHEDULE ITEMS (including MEASUREMENT AND PAYMENT)

The Bidder hereby acknowledges that he/she has read and understands Section 0900 - **DESCRIPTION OF UNIT PRICE SCHEDULE ITEMS** completely prior to completing this Bid Form.

Signature Jedd Mooney Title Sect

The **BIDDER** agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the **Contract Documents** and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The **BIDDER** agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the **Contract Documents**.

BIDDER submitting this **BID** is:

A Corporation, incorporated in the State of Ar.

A Partnership, consisting of the following partners, whose full names are: _____

An Individual whose full name is: _____

Brothers Construction Inc

General Contractor (Firm Name)

BY Todd Mooney
Signature

ATTEST Terry Mooney
Signature

Todd Mooney Sect
Printed Name & Title

Terry Mooney - Pres
Printed Name & Title

[CORPORATE SEAL]

10/14/14

Date

Address

Po Box 1763

479-474-5716

Telephone Number

Van Buren Ar.

City

State

479-471-9912

Fax Number

0055490315 - Ar.

Contractor's License Number

busybrothers@msn.com

email address

SECTION 310 BID FORM

ITEM no.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
1	MOBILIZATION SHALL NOT EXCEED 5% of TOTAL BID	1	LS	60,000. ⁰⁰ \$	60,000. ⁰⁰
2	ACT 291, 1993 TRENCH AND EXCAVATION SAFETY SYSTEM	1	LS	30,000. ⁰⁰ \$	30,000. ⁰⁰
3	EROSION CONTROL	1	LS	35,000. ⁰⁰ \$	35,000. ⁰⁰
4	FINAL SITE RESTORATION	1	LS	40,000. ⁰⁰ \$	40,000. ⁰⁰
5	SPECIAL CONSIDERATIONS FOR ARKANSAS HOME FOOTBALL GAME WEEKENDS	1	LS	5,000. ⁰⁰ \$	5,000. ⁰⁰
6	MAINTENANCE OF TRAFFIC/TRAFFIC CONTROL	1	LS	60,000. ⁰⁰ \$	60,000. ⁰⁰
7	MAINTENANCE OF TRAFFIC/PEDISTRIAN	1	LS	25,000. ⁰⁰ \$	25,000. ⁰⁰
8	CONSTRUCTION PHOTOGRAPHS AND VIDEO	1	LS	8,000. ⁰⁰ \$	8,000. ⁰⁰
9	ACCEPTANCE INSPECTION BY CCTV	1	LS	10,000. ⁰⁰ \$	10,000. ⁰⁰
10	SURVEYING AND CONSTRUCTION STAKING	1	LS	6,000. ⁰⁰ \$	6,000. ⁰⁰
11.A	12-INCH PVC PIPE C-900 DR-14 WATER MAIN - EARTH BACKFILL	1100	LF	85. ⁰⁰ \$	93,500. ⁰⁰
11.B	12-INCH PVC PIPE C-900 DR-14 WATER MAIN - AGGREGATE BASE BACKFILL	1660	LF	100. ⁰⁰ \$	166,000. ⁰⁰
11.C	12-INCH PVC PIPE C-900 DR-14 WATER MAIN - ENCASED	213	LF	150. ⁰⁰ \$	31,950. ⁰⁰
12.A	8-INCH PVC PIPE C-900 DR-14 WATER MAIN - AGGREGATE BASE BACKFILL	40	LF	90. ⁰⁰ \$	3,600. ⁰⁰
12.B	8-INCH PVC PIPE C-900 DR-14 WATER MAIN - ENCASED	16	LF	140. ⁰⁰ \$	2,240. ⁰⁰
13	6-INCH PVC PIPE C-900 DR-14 WATER MAIN - AGGREGATE BASE BACKFILL	40	LF	90. ⁰⁰ \$	3,600. ⁰⁰
14	2-INCH HDPE SDR9 TUBING WATER SERVICE LINE	100	LF	75. ⁰⁰ \$	7,500. ⁰⁰
15	12-INCH GATE VALVE W/BOX	8	EA	3,500. ⁰⁰ \$	28,000. ⁰⁰
16	8-INCH GATE VALVE W/BOX	1	EA	2,000. ⁰⁰ \$	2,000. ⁰⁰
17	6-INCH GATE VALVE W/BOX	1	EA	1,800. ⁰⁰ \$	1,800. ⁰⁰
18	12-INCH X 12-INCH TAPPING SLEEVE AND VALVE W/BOX	3	EA	6,500. ⁰⁰ \$	19,500. ⁰⁰
19	8-INCH X 8-INCH TAPPING SLEEVE AND VALVE W/BOX	1	EA	4,000. ⁰⁰ \$	4,000. ⁰⁰

SECTION 310 BID FORM

ITEM no.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
20	THREE WAY FIRE HYDRANT ASSEMBLY WITH VALVE	4	EA	\$ 4,000. ⁰⁰	16,000. ⁰⁰
21	REMOVE EXISTING FIRE HYDRANT AND DELIVER TO OWNER	3	EA	\$ 800. ⁰⁰	2,400. ⁰⁰
22	DUCTILE IRON FITTINGS EPOXY COATED	12,500	LB	\$ 5.75	71,875. ⁰⁰
23A	24-INCH DIRECT BURY STEEL CASING STEEL ENCASEMENT PIPE OPEN CUT FLOWABLE FILL BACKFILL FOR WATER	122	LF	\$ 180. ⁰⁰	21,960. ⁰⁰
23B	24-INCH DIRECT BURY STEEL CASING STEEL ENCASEMENT PIPE OPEN CUT TRENCH BACKFILL FOR WATER (DITCH CROSSING)	20	LF	\$ 160. ⁰⁰	3,200. ⁰⁰
24	16-INCH DIRECT BURY STEEL CASING STEEL ENCASEMENT PIPE OPEN CUT AGGREGATE BACKFILL FOR WATER	10	LF	\$ 160. ⁰⁰	1,600. ⁰⁰
25	24-INCH STEEL ENCASEMENT PIPE HORIZONTAL BORE OR TUNNEL	71	LF	\$ 400. ⁰⁰	28,400. ⁰⁰
26	16-INCH STEEL ENCASEMENT PIPE HORIZONTAL BORE OR TUNNEL	16	LF	\$ 350. ⁰⁰	5,600. ⁰⁰
27	3-INCH HDPE SDR9 TUBING FOR 2 INCH LINE DIRECTIONAL BORE	50	LF	\$ 150. ⁰⁰	7,500. ⁰⁰
28	DBL CUT AND CAP EXISTING 12-INCH WATER MAIN	3	EA	\$ 6,000. ⁰⁰	18,000. ⁰⁰
29	DBL CUT AND CAP EXISTING 8-INCH WATER MAIN	1	EA	\$ 2,800. ⁰⁰	2,800. ⁰⁰
30	DBL CUT AND CAP EXISTING 2-INCH WATER MAIN	1	EA	\$ 2,000. ⁰⁰	2,000. ⁰⁰
31	ABANDON EXISTING WATER VALVE	10	EA	\$ 300. ⁰⁰	3,000. ⁰⁰
32	WATER SERVICE NEW CONNECTION 2 INCH DIA	2	EA	\$ 4,500. ⁰⁰	9,000. ⁰⁰
33	WATER SERVICE RECONNECTION 2 INCH DIA	4	EA	\$ 4,000. ⁰⁰	16,000. ⁰⁰
34.A	12-INCH PVC SEWER PIPE MAIN, SDR-26 EARTH BACKFILL	96	LF	\$ 90. ⁰⁰	8,640. ⁰⁰
34.B	12-INCH PVC SEWER PIPE MAIN, SDR-26 AGGREGATE BASE BACKFILL	538	LF	\$ 120. ⁰⁰	64,560. ⁰⁰
34.C	12-INCH PVC SEWER PIPE MAIN, SDR-26 ENCASED	127	LF	\$ 140. ⁰⁰	17,780. ⁰⁰
35.A	8-INCH PVC SEWER PIPE MAIN, SDR-26 AGGREGATE BASE BACKFILL	228	LF	\$ 110. ⁰⁰	25,080. ⁰⁰
35.B	8-INCH PVC SEWER PIPE MAIN, SDR-26 ENCASED	123	LF	\$ 130. ⁰⁰	15,990. ⁰⁰

SECTION 310 BID FORM

ITEM no.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
36	4 FOOT DIAMETER STANDARD MANHOLE, 0' TO 6' DEPTH	12	EA	\$ 2,000. ⁰⁰	\$ 24,000. ⁰⁰
37	EXTRA MANHOLE DEPTH STANDARD AND DROP	24	LF	\$ 150. ⁰⁰	\$ 3,600. ⁰⁰
38	4 FOOT DIAMETER OUTSIDE DROP MANHOLE 0' TO 6' FEET DEPTH	1	LS	\$ 4,000. ⁰⁰	\$ 4,000. ⁰⁰
39	ABANDON EXISTING MANHOLE	5	EA	\$ 900. ⁰⁰	\$ 4,500. ⁰⁰
40	FLOWABLE FILL ABANDON EXISTING LINE/MAIN UNDER PAVEMENT -AS DIRECTED	120	CY	\$ 100. ⁰⁰	\$ 12,000. ⁰⁰
41	PLUG EXISTING SEWER AT MANHOLE WALL	2	EA	\$ 1,500. ⁰⁰	\$ 3,000. ⁰⁰
42	CORE DRILL AND CONNECT TO EXISTING MANHOLE	1	EA	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
43A	SANITARY SEWER SERVICE CONNECTION	3	EA	\$ 500. ⁰⁰	\$ 1,500. ⁰⁰
43B	SANITARY SEWER SERVICE CLEANOUT (SIX INCH)	2	EA	\$ 500. ⁰⁰	\$ 1,000. ⁰⁰
44A	SANITARY SEWER SERVICE LINE PVC SCH 40 (SIX INCH DIAMETER) FLOWABLE FILL BACKFILL	100	LF	\$ 80. ⁰⁰	\$ 8,000. ⁰⁰
44B	SANITARY SEWER SERVICE LINE PVC SCH 40 (SIX INCH DIAMETER) AGGREGATE BACKFILL	100	LF	\$ 70. ⁰⁰	\$ 7,000. ⁰⁰
44C	SANITARY SEWER SERVICE LINE PVC SCH 40 (SIX INCH DIAMETER) SOIL BACKFILL	100	LF	\$ 60. ⁰⁰	\$ 6,000. ⁰⁰
44D	SANITARY SEWER SERVICE LINE PVC SCH 40 (FOUR INCH DIAMETER) AGGREGATE OR SOIL BACKFILL	80	LF	\$ 65. ⁰⁰	\$ 5,200. ⁰⁰
45	AHTD PAVEMENT REPAIR	350	SY	\$ 80. ⁰⁰	\$ 28,000. ⁰⁰
46	ASPHALT PAVEMENT REPAIR (PERMANENT)	1380	SY	\$ 80. ⁰⁰	\$ 110,400. ⁰⁰
47	CONCRETE PAVEMENT REPAIR AS DIRECTED	20	SY	\$ 75. ⁰⁰	\$ 1,500. ⁰⁰
48	CONCRETE SIDEWALK REPAIR	89	SY	\$ 75. ⁰⁰	\$ 6,675. ⁰⁰
49	CONCRETE CURB AND GUTTER REPLACEMENT	117	LF	\$ 35. ⁰⁰	\$ 4,095. ⁰⁰
50	COLD MIX TEMPORARY ASPHALT PAVEMENT REPAIR	35	TON	\$ 200. ⁰⁰	\$ 7,000. ⁰⁰
51	ROCK EXCAVATION AS DIRECTED	60	CY	\$ 125. ⁰⁰	\$ 7,500. ⁰⁰
52	STAMPED PATTERN AND STAINED CONCRETE AS DIRECTED	5	SY	\$ 200. ⁰⁰	\$ 1,000. ⁰⁰
53	BRICK PAVING RESTORATION, REPAIR OR REPLACEMENT AS DIRECTED	5	SF	\$ 100. ⁰⁰	\$ 500. ⁰⁰
54A	UNDERCUT EXCAVATION AS DIRECTED	200	CY	\$ 20. ⁰⁰	\$ 4,000. ⁰⁰

SECTION 310 BID FORM

ITEM no.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
54B	SELECT NATIVE BACKFILL AS DIRECTED	200	CY	\$ 16. ⁰⁰	\$ 3,000. ⁰⁰
55	CLASS 7 AGGREGATE BASE COURSE AS DIRECTED	25	TON	\$ 40. ⁰⁰	\$ 1,000. ⁰⁰
56	SOD - TEMPORARY	600	SY	\$ 3.50	\$ 2,100. ⁰⁰
57	SOD - PERMANENT	1200	SY	\$ 4.50	\$ 5,400. ⁰⁰
58	CONCRETE MIGRATION DAM	2	EA	\$ 2,000. ⁰⁰	\$ 4,000. ⁰⁰
59	TRENCH DRAIN AS DIRECTED	40	LF	\$ 20. ⁰⁰	\$ 800. ⁰⁰
60	CORE DRILL AND CONNECT 4 INCH DRAIN TO EXISTING DRAINAGE	2	EA	\$ 1,500. ⁰⁰	\$ 3,000. ⁰⁰

TOTAL BID \$ 1,256,345.⁰⁰

END OF SECTION 0310

SECTION 0311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. <u>Hutchens Construction</u>	<u>17137 Pleasure Heights Road Springdale, Ar. 72764</u>	<u>Asphalt</u>
2. <u>Main Construction</u>	<u>2035 Pleasant Valley Rd Van Buren, Ar. 72956</u>	<u>Bores</u>
3. <u>Westark Sod</u>	<u>Po Box 7191 Ft Smith, Ar. 72906</u>	<u>Sod</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

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

Date: 10/14/14

Signature *Dodd Mooney*

Title Sect

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END OF SECTION 0311

SECTION 0312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as Principal, and
_____ as Surety, are
hereby held and firmly bound unto the City of Fayetteville in the penal sum of
_____ for payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project BID 14-60 Razorback Rd – Garland Ave. (Hwy 112) (Fayetteville)(S) Washington County Route 112 Section 0 Job 040582 (Utilities) AKA BID 14-60, Construction – Maple Street at Razorback Road (Hwy 112) Water & Sewer Relocations

NOW, THEREFORE,

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

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

Signed, this _____ day of _____, 2013.

(Principal)

(Surety)

By: _____

END OF SECTION 0312

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The BIDDER may submit any additional information he/she desires.

For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least **5 (five) years active experience under the current Contractor name** in the installation of the product bid, included removal and replacement of sewer lines in-situ with bypass pumping. The Contractor shall have executed work for municipalities operating water/sewer facilities or water/sewer contracted operations with a **minimum of three (3) projects exceeding seven hundred thousand dollars (\$700,000)**. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder. *Brothers Construction Inc*
2. Permanent main office address. *Po Box 1763 Van Buren, Ar. 72957*
3. When organized. *1994*
4. If a corporation, where incorporated. *Ar.*
5. How many years have you been engaged in the contracting business under your present firm or trade name? *20 Years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.) *See Attached Sheet*
7. General character of work performed by your company. *Utility Construction -*
8. Have you ever failed to complete any work awarded to you. (If so, where and why?) *No*
9. Have you ever defaulted on a contract? (If so, where and why?) *No*
10. List similar projects of the size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers. *See Attached Sheet*
11. Background and experience of field personnel currently employed by your organization who will perform the work. *See Attached Sheet*
12. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc. *See Attached Sheet*
13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville. *Yes*
14. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, *5% - Boros & Asphalt*

6. Contracts on Hand:

A) Haven Hill Water Improvements Ft Smith Utility Dept. \$1,158,000

Scheduled to Complete 10/30/14 (99% complete)

B) City of MtBurg Sewer Improvements \$659,000.00

Scheduled Completion 12/15/14

C) Ft Smith Drainage Improvements City of Ft Smith Ar \$510,000

Scheduled Completion 1/15/14

10. Similar Projects:

A. Vian Wastewater Improvements - City of Vian Ok \$1,359,935

Engineer: Neel Harvell and Assoc. Scott Neel 918-775-7731 Sewer Improvements

B. City of Ft Smith Utilites Haven Hill Water Improvements \$1,158,000

Engineer: Hawkins Weir Engineers Inc. Brett Peters 479-474-1227 Neighborhood Water

C. 18" Gravity Outfall –City of Barling Ar \$722,000 Sewer Improvements

Engineer: EDM Consultants - Danny Bird 479-782-0474

D. City of Ft Smith Drainage Imp. Ft Smith Engineering Dept \$ 700,000

Engineer: Stan Snodgrass 479-785-2801

11. Experience:

Josh Lamance- Supt. 14 years Experience with Brothers Const.

Nathan Allen- operator 17 years with Brothers Const.

Scott Ballard- operator 14 years Experience

Frank Lamance- operator 14 years Experience

Rick Odom- Pipelayer 13 years Experience

Robert Blackman- Pipelayer 10 years Experience

12. Owners: Todd Mooney, Sect. 22 years experience –Project Manager

Terry Mooney, Pres. 27 years Experience- General Supt.

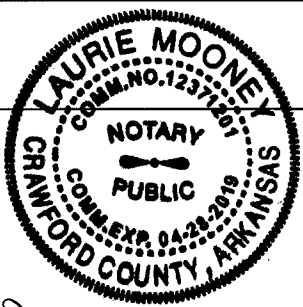
a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311.

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

Brothers Construction Inc
(Name of Bidder)

By: Jodd Mooney

Title: Sect



Laurie Mooney
Comm exp April 28, 2019
END OF SECTION 0420

SECTION 0500

**AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between the **CITY OF FAYETTEVILLE** and **NAME OF CONTRACTOR**.

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

**BID 14-60,
Razorback Rd – Garland Ave. (Hwy 112)
(Fayetteville)(S)
Washington County
Route 112 Section 0
Job 040582 (Utilities)
AKA BID 14-60, Construction – Maple Street at Razorback Road (Hwy 112) Water
& Sewer Relocations**

2. The **CONTRACTOR** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment **within 140 calendar days**. The **CONTRACTOR** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$500** for each calendar day thereafter that the **WORK** is not complete.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.
5. The term **CONTRACT DOCUMENTS** shall mean and include the following:
 - 5.1 Invitation to Bid
 - 5.2 Information for Bidders
 - 5.3 Supplemental Information for Bidders
 - 5.4 Bid Form
 - 5.5 Bid Bond
 - 5.6 Agreement Between City of Fayetteville and Contractor
 - 5.7 Performance and Payment Bond
 - 5.8 General Conditions
 - 5.9 Prevailing Wage Rates
 - 5.10 Notice of Award

- 5.11 Notice to Proceed
- 5.12 Project Manual
- 5.13 Addenda Numbers XX to XX.
- 5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

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

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

8.6. **Freedom of Information Act.** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom

of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to City of Fayetteville, Engineer, and Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE _____

BY _____
Signature

BY _____
Signature

Mayor Lioneld Jordan

Printed Name & Title

Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST _____
Signature

ATTEST _____
Signature

Printed Name & Title

Printed Name & Title

Address for giving notices:

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

License No. _____

Agent for service of process: _____

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

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END OF SECTION 0500

SECTION 0600

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND

WE, _____ as Principal,
hereinafter called Principal, and

_____ as Surety, hereinafter
called the Surety, are held and firmly bound unto City of Fayetteville in the amount of

_____ Dollars
(\$ _____) for the payment whereof Principal and Surety bind
themselves, their heirs, personal representatives, and successors, and assigns, jointly and
severally, and firmly by these presents.

Principal has by written agreement dated _____
entered into a contract with City of Fayetteville for _____

BID 14-60, Razorback Rd – Garland Ave. (Hwy 112)

(Fayetteville)(S) Washington County

Route 112 Section 0 Job 040582 (Utilities)

AKA BID 14-60, Construction – Maple Street at Razorback Road (Hwy 112) Water & Sewer
Relocations

_____ which contract is by reference made
a part hereof, and is hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the City of Fayetteville from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the City of Fayetteville all outlay and expense which the City of Fayetteville may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the City of Fayetteville's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the City of Fayetteville after six months from the date final payment is made on the Contract, not shall any suit, action or proceeding be brought by the City of Fayetteville after two years from the date on which the final payment under the Contract falls due. Any Alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part either of the City of Fayetteville or Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of Sureties of any such alteration, extension, or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

Executed on the _____ day of _____ 2013.

By _____

(Seal)
Principal

Witness:)

)

Attest:)

)

(Seal)
Surety

This Bond is given in Compliance with Act 351 of 1953, as amended.

END OF SECTION 0600

SECTION 0640

WARRANTY BOND

We, _____, as principal (“Principal”),
and _____
as surety (“Surety”), are hereby jointly and severally held and firmly bound unto the City of
Fayetteville for the payment of _____
_____ Dollars
(\$ _____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville
for
BID 14-60, Razorback Rd – Garland Ave. (Hwy 112)
(Fayetteville)(S) Washington County
Route 112 Section 0 Job 040582 (Utilities)
AKA BID 14-60, Construction – Maple Street at Razorback Road (Hwy 112) Water & Sewer
Relocations

dated _____, 2014 (the “Contract”), the provisions of which are
incorporated herein by reference, and unless otherwise defined herein all defined terms used or
referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other
obligations and liabilities, the Contract required Principal to perform the Work for the Project
and to furnish this Bond to City of Fayetteville in compliance with Article 22 of the General
Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and
effect as provided herein, subject to becoming null and void upon the occurrence of either or both
of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of
Principal under the warranty and guarantee provisions of Article 29 of the General Conditions, as
modified or supplemented by the Supplementary Conditions or any other applicable Contract
Documents, at any time within two years after the date of Final Acceptance or such longer period
of time as may be prescribed therein(the “Warranty Period”), all of which includes without
limitation either correcting the defective Work, or removing and replacing it with nondefective
Work, or paying all direct, indirect or consequential costs of such correction or removal and

replacement, all as provided therein, or (b) City of Fayetteville shall fail to institute a lawsuit, action or other proceeding under this Bond before the expiration of three (3) months following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____. The bond shall be 50% of the final project value and shall effective for a period of two years.

Executed on the _____ day of _____ 20 ____.

By _____

(Seal)

Witness:)

)

Attest:)

(Seal)

Surety

END OF SECTION 0640

SECTION 0660

CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION 0660

SECTION 0312

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project BID 14-60 Razorback Rd – Garland Ave. (Hwy 112) (Fayetteville)(S) Washington County Route 112 Section 0 Job 040582 (Utilities) AKA BID 14-60, Construction – Maple Street at Razorback Road (Hwy 112) Water & Sewer Relocations

NOW, THEREFORE,

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

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

Signed, this 14th day of October, ~~2013~~ 2014
Brothers Construction, Inc.

By: Jared Mooney Sec
(Principal)

Granite Re, Inc.

(Surety)

By: Pamela K Hays
Pamela K. Hays, Attorney-in-Fact

END OF SECTION 0312

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY; MICHAEL G. DORNBLASER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY; MICHAEL G. DORNBLASER may lawfully do in the premises by virtue of these presents.

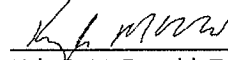
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 17th day of April, 2014.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 17th day of April, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

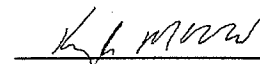
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of October, 2014.





Kyle P. McDonald, Secretary/Treasurer

CERTIFICATION OF FUNDS

Project Number: _____

Project Name: _____

Architect/Engineer: _____

I certify that funds are available in the amount of _____ for the above referenced project. This amount reflects the construction portion of the project only (i.e. does not include architect or engineering fees, purchase of land, etc.) and is being certified for the sole purpose of awarding a capital improvement contract under Arkansas Code Annotated 22-9-203(h). I understand that this amount may be re-certified if a rebidding occurs.

Signature of Project Manager

Date

Signature of Budget Officer

Date

This was in the tentative agenda and replaced with all new information

City of Fayetteville Staff Review Form

2014-0398

Legistar File ID

10/21/2014

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

Jim Beavers

9/30/2014

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution approving a construction contract with _____ (bids open on 10/21/14) for \$ _____, Bid 14-60, to construct Water and Sewer Improvements on Razorback Rd – Garland Ave (HWY 112), Job 040582 (Utilities) aka Maple Street Water/Sewer Relocations.

Budget Impact:

5400.5600.5808.00

Water/Sewer

Account Number

Fund

11011.1401

Relocates Maple St & Hwy 112

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 752,300.00

Funds Obligated \$ -

Current Balance \$ 752,300.00

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment

Remaining Budget \$ 752,300.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 21, 2014

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Interim Director for Water & Sewer
Fayetteville Water and Sewer Committee

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: September 30, 2014

SUBJECT: Resolution approving a construction contract with [REDACTED] (bids open on 10/14/14) for \$ [REDACTED], Bid 14-60, to construct Water and Sewer Improvements on Razorback Rd and Maple Street, and approve a Budget Adjustment.

RECOMMENDATION:

Fayetteville City Administration recommends approval of a construction contract with [REDACTED], for \$ [REDACTED] Bid 14-60, approving a 10 % project contingency for \$ [REDACTED] to construct Water and Sewer Improvements on Maple Street and Razorback Road and water line extension on Stadium Drive, approving Budget Adjustment.

BACKGROUND:

Maple Street from Garland Avenue to Razorback Road is AHTD State Highway 112. Razorback Road from Maple to Martin Luther King (and south) is AHTD State Highway 112. The Razorback Road – Garland Avenue (HWY 112) Water and Sewer relocations are required to allow the 2015 widening of Maple Street and Razorback Road (AHTD Job 040582). This project (Water and Sewer relocations) is City funded and not eligible for reimbursement. AHTD generally reimburses utility owners for relocating lines currently existing outside of the existing ROW, and the owner pays for lines that are currently inside the ROW and any increases in capacity. The existing water and sanitary sewer are within the AHTD existing ROW. The Project includes approximately 3000 linear feet of 12 inch water line, approximately 760 linear feet of 12 inch sanitary sewer main replacement, fittings, street repair, appurtenances and special considerations as noted and specified.

DISCUSSION:

The construction project was advertised on September 29th and October 6th 2014 and bids were publically opened on October 14, 2014. The City opened xx bids on October 14, 2014.

BUDGET/STAFF IMPACT:

Budgeted Funds are available in the project and will be utilized. The budget adjustment recognizes budgeted funds available from the water and sewer rehabilitation projects.

Attachments:

Staff Review Form

Budget Adjustment Form

Bid 14-54 Tabulation

Bid Submittal

Proposed Construction Contract with 

