



Legislation Text

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**File #: 2014-0545, Version: 1**

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A RESOLUTION TO AWARD BID #14-45 AND AUTHORIZE A CONTRACT WITH JL BRYSON, INC. FOR THE INSTALLATION OF AN OZONE DISINFECTION SYSTEM AT THE NOLAND WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$867,010.00, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$86,701.00, AND TO APPROVE A BUDGET ADJUSTMENT

**WHEREAS**, on October 7, 2014, the City Council passed Ordinance No. 5714 waiving the requirements of formal competitive bidding and approving the purchase of an ozone disinfection system for the Noland Wastewater Treatment Plant from BlueInGreen, LLC; and

**WHEREAS**, on November 21, 2014, the City opened bids for the construction and installation of the ozone disinfection system and JL Bryson, Inc. was the lowest bidder.

**NOW, THEREFORE, 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 #14-45 and authorizes a contract with JL Bryson, Inc. for the installation of an ozone disinfection system at the Noland Wastewater Treatment Plant in the amount of \$867,010.00, and approves a project contingency in the amount of \$86,701.00.

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.



**MEETING OF DECEMBER 16, 2014**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Tim Nyander, Interim Utilities Director  
Water & Sewer Committee

**FROM:** Billy Ammons, Wastewater Treatment

**DATE:** November 25, 2014

**SUBJECT:** Resolution approving a construction contract with JL Bryson, Inc. for \$867,010 for bid 14-45, and approving a 10% project contingency \$86,701 for a total of \$953,711 to construct the necessary support structures and install the ozone disinfection system at the Paul R. Noland Wastewater Plant, and approve a budget adjustment.

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**RECOMMENDATION:**

The Fayetteville City Administration recommends approval of a construction contract with JL Bryson, Inc. for \$867,010 for bid 14-45, and approving a 10% project contingency \$86,701 for a total of \$953,711 to construct the ozone disinfection system at the Paul R. Noland Wastewater Treatment Plant, and approve a budget adjustment.

**BACKGROUND:**

Disinfection of wastewater discharged from the City's Paul R. Noland wastewater treatment plant is required by the National Pollutant Discharge Elimination System (NPDES) permit issued by the State for this facility. The City of Fayetteville worked diligently to pilot test and prove that ozone disinfection equipment from BlueInGreen, a local innovative environmental systems firm, can and will function to replace the existing UV system as the primary disinfection system for the Noland facility. This contract covers the installation of the previously ordered equipment.

**DISCUSSION:**

The disinfection system equipment has been ordered and should arrive in the spring of 2015. Construction of the facilities necessary to house the ozone system should begin before arrival of the equipment so that installation of the equipment can be properly coordinated with delivery. This construction includes walls, piping, and concrete support structures, as well as electrical service and instrumentation required for the ozone system to operate. The City opened bids on November 21, 2014 and received 4 bids:

- JL Bryson, Inc. - \$867,010.00
- Crossland Heavy Contractors - \$972,000.00
- VEI General Contractors - \$1,039,000.00
- Archer Western Construction, LLC - \$1,165,100.00

City Staff reviewed the bids and recommends awarding the contract to JL Bryson, Inc.

**BUDGET/STAFF IMPACT:**

Funds are available within the overall Utility capital fund

**Attachments:**

Staff Review Form

Purchase Order

Budget Adjustment

Contract

Bid Tabulation

Contractor Bids

Certification of Funds

# City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date: <b>11/21/2014</b>
P.O Number:	Expected Delivery Date:

Vendor #:	Vendor Name: <b>JL Bryson, Inc.</b>	Mail Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>
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Address: <b>PO Box 1479</b>	Fob Point:	Taxable Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Quotes Attached Yes: <input type="checkbox"/> No: <input type="checkbox"/>
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City: <b>Huntsville</b>	State: <b>AR</b>	Zip Code: <b>72740</b>	Ship to code:	Divison Head Approval:
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Requester: <b>Cheryl Partain</b>	Requester's Employee #: <b>2548</b>	Extension: <b>8224</b>
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	<b>Per Bid 14-45 Noland Plant Ozone Disinfection System Construction</b>	1	EA	867,010.00	867,010.00	5400.5800.5801.00	10008.1		
2		1	EA		0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:  _____	Subtotal: <b>\$867,010.00</b> Tax: <b>\$0.00</b> Total: <b>\$867,010.00</b>
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Approvals:

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



City of Fayetteville, Arkansas  
OFFICIAL BID TABULATION

Bid 14-45, Construction - Noland Plant Ozone Disinfection System

Friday, November 21, 2014, 2:00 PM

BIDDER	TOTAL BID PRICE
1 Archer Western Construction, LLC	\$ 1,165,100.00
2 Crossland Heavy Contractors	\$ 972,000.00
3 JL Bryson, Inc.	\$ 867,010.00
4 VEI General Contractors	\$ 1,039,000.00

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

CERTIFIED:

A. Foren, Purchasing Agent

WITNESS

DATE

11/21/14

# CERTIFICATION OF FUNDS

Project Number: 10008

Project Name: UV Disinfection System Replacement

Architect/Engineer: Jim Beavers

I certify that funds are available in the amount of 1,000,000.00 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

Nov 4, 2014  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of Budget Officer

11/4/2014  
 \_\_\_\_\_  
 Date

Monies coming from multiple projects:

04020 - Water Line Projects as Needed	\$66,774.00
04036 - Mount Sequoyah Pressure Plane Improvements	\$90,687.00
08072 - Hwy 265 Water/Sewer Relocate & 36' Waterline	\$218,237.00
10010 - Sewer Replacement - Elkins Outfall	\$10,000.00
10020 - Broyles Road Gravity Lines & Force Main	\$88,379.00
02017 - Sanitary Sewer Rehabilitation	\$148,018.00
10008 - UV Disinfection System Replacement	\$377,905.00
Total Certification	\$1,000,000.00

1,000,000.00 x  
 25.0%  
 250,000.00\*\*  
 250,000.00\*\*  
 1,250,000.00\*\*

# FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS  
113 WEST MOUNTAIN  
FAYETTEVILLE, AR 72701-6083

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RETURN SERVICE REQUESTED

Bid H-45  
Noland Ozone disinfection system  
Certification of Funds



**AGREEMENT BETWEEN  
CITY OF FAYETTEVILLE AND JL Bryson Inc.**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between the **CITY OF FAYETTEVILLE** and **JL Bryson Inc.**

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

**PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES**

2. **JL Bryson Inc.** shall furnish all materials, supplies, tools, equipment (except equipment noted herein to be furnished by the Owner), labor and other service necessary for the completion of the **WORK** described herein.
3. **JL Bryson Inc.** 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 **180** calendar days. The **JL Bryson Inc.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$750** for each calendar day thereafter that the **WORK** is not complete.
4. **JL Bryson Inc.** 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 JL Bryson Inc.
  - 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 **1** to **2**
  - 5.14 Change Orders
6. The **CITY OF FAYETTEVILLE** shall pay the **JL BRYSON INC.** 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 JL Bryson Inc. 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 JL Bryson Inc.** have signed this Agreement in triplicate. One counterpart each has been delivered to City of Fayetteville, Engineer, and JL Bryson Inc. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and JL Bryson Inc. or identified by Engineer on their behalf.

OWNER

CONTRACTOR

CITY OF FAYETTEVILLE

JL BRYSON INC.

BY \_\_\_\_\_

BY \_\_\_\_\_

Signature

Signature

Mayor Lioneld Jordan

Justin Bryan

Printed Name & Title

Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST \_\_\_\_\_

ATTEST \_\_\_\_\_

Signature

Signature

Printed Name & Title

Lori Bryan Sec./Treas.

Printed Name & Title

Address for giving notices:

Address for giving notices:

113 W. Mountain  
Fayetteville, AR 72701

P.O. Box 1479  
Huntsville, AR 72740

License No. 0032810315

Agent for service of process: \_\_\_\_\_

(If JL BRYSON INC. is a corporation,  
attach evidence of authority to sign.)



# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above <b>JL Bryson, Inc.</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>PO Box 1479</b>	Requester's name and address (optional) <b>City of Fayetteville</b>
	City, state, and ZIP code <b>Huntsville, AR 72740</b>	<b>113 W. Mountain Fayetteville, AR 72701</b>
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> </tr> </table>	2	0	-	2	4	3	7	1	3	5	
2	0	-	2	4	3	7	1	3	5		

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>11/24/14</u>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov](http://www.irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 0310

BID FORM

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

DATE: November 21, 2014 at 2:00 p.m. LOCAL TIME

Proposal of: J L BRYSON Inc

Address: P.O. Box 1479  
HEINTSVILLE, AR 72740  
Lic # 0032810315

Bid For: PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES

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 lump sum and unit prices 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 # 2

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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 Section 0500 - Agreement between City and Contractor


**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  Title PRESIDENT

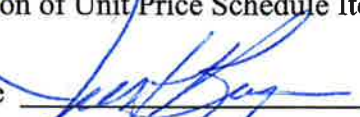
**INSURANCE AND BONDING REQUIREMENTS**

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  Title PRESIDENT

**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  Title PRESIDENT

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 ARKANSAS

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

An Individual whose full name is: \_\_\_\_\_

JL BRYSON INC  
General Contractor (Firm Name)

BY [Signature]  
Signature

JUSTIN BRYAN PRESIDENT  
Printed Name & Title

ATTEST [Signature]  
Signature

Lori Bryan Sec/Treas.  
Printed Name & Title

[CORPORATE SEAL]

11-20-2014  
Date

P.O. Box 1479  
Address

473-439-9171  
Telephone Number

Huntsville AR  
City State

479-802-4758  
Fax Number

0032810315  
Contractor's License Number

justin@jlbrysoninc.com  
email address



SECTION 0310 – BID FORM  
 FAYETTEVILLE, ARKANSAS  
 PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES  
 PRICES BID AND APPROXIMATE QUANTITIES

Item	Description	Estimated Quantity	Unit	Total
1	General Construction	1	LS	\$ 732,000
2	Concrete Surface Repair	2,700	SF (46.30)	\$ 125,000
3	Performance and Payment Bond	1	LS	\$ 10,000
UNOFFICIAL BID TOTAL				\$ 867,010

The BIDDER'S total above, inclusive of all labor, materials and equipment is his total bid based on his unit prices and the estimated quantities. This figure is for information only at the time of opening bids. The OWNER will prepare the bid tabulation from the unit prices bid. If there is an error in the total by the BIDDER, it shall be revised as only the unit prices shall govern.

Bid Item 1 – represents the full compensation for all construction work as described in the Contract Documents, including civil, structural, mechanical, electrical, instrumentation, heating and ventilation work associated with Ozone Disinfection Facilities, excluding Bid Items 2 and 3.

Bid Item 2 – represents the full compensation for concrete surface repair as shown and specified and as ordered by the Engineer and not specifically included under other items.

Bid Item 3 – represents the full Statutory Performance and Payment Bond amount for the project. Bidder's attention is directed to Section 0600 – Arkansas Statutory Performance and Payment Bond



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**END OF SECTION 0311**

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

JL Bryson, Inc.

(Here insert full name and address or legal title of Contractor)

P.O. Box 1479, Huntsville, Arkansas 72740

as Principal, hereinafter called the Principal, and  
Employers Mutual Casualty Company

(Here insert full name and address or legal title of Surety)

P.O. Box 712, Des Moines, Iowa 50306-0712

a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Fayetteville, Arkansas

113 W. Mountain Street, Fayetteville, Arkansas 72701

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Amount Bid----- Dollars (5% ) ,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

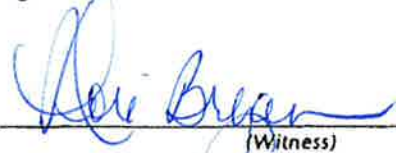
Noland Plant Ozone Disinfection System 1445

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

21st

day of November, 2014.

  
(Witness)

JL Bryson, Inc.

(Principal)

(Seal)

(Title)

Employers Mutual Casualty Company

(Surety)

(Seal)

Sylvia A. Young

(Title)

Attorney-In-Fact



P.O. Box 712 • Des Moines, IA 50306-0712

No. A93442

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: SHERESE D. ESCOVEDO, CAROLYN HUNTER, MICHAEL D. HALTER, SYLVIA A. YOUNG, KEVIN BRUICK, BRIAN A BOYD, MICHAEL WEATHERFORD, JODY LENSING, MIKI J. ROGERS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars:.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of APRIL 2014

Seals



Bruce G. Kelley signature and title: Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel signature and title: Michael Freel, Assistant Vice President

On this 21st day of APRIL AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge signature and title: Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on APRIL 21, 2014 on behalf of: SHERESE D. ESCOVEDO, CAROLYN HUNTER, MICHAEL D. HALTER, SYLVIA A. YOUNG, KEVIN BRUICK, BRIAN A BOYD, MICHAEL WEATHERFORD, JODY LENSING, MIKI J. ROGERS

are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of November 2014

## 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: J L BRYSON Inc

SIGNATURE:  DATE: 11-21-14

PRINTED NAME: JUSTIN BRYAN TITLE: PRESIDENT

**END OF SECTION 0660**

## Statement of Bidders Qualifications

1. Name of Bidder. J L Bryson Inc
2. Permanent main office address 20121 E. Hwy 412 Springdale, Arkansas 72764
3. When organized. Started August 1988, Incorporated March 2005
4. Where Incorporated. Arkansas
5. How many years in business 26 years total
6. Contracts on hand:

Huntsville Bio Fuel Plant  
Huntsville, Arkansas  
Contract Amount \$1,950,000.00  
Completion Date. Mid January 2015

Hwy 109 Bridge Crossing with 16" waterline  
Scranton, Arkansas  
Contract Amount \$2,427,000.00  
Completion Date. March 2015  
Engineers: McGoodwin Williams and Yates. Chris Hall 479-443-3404

7. Type of work performed by our company. Industrial plant work, Water and wastewater plants , Pump stations
8. Have you failed to complete any work awarded to you. No
9. Have you ever defaulted on a contract? No
10. List similar projects.

Alma Water Treatment Plant  
City of Alma Arkansas  
An Ozone Process Water Treatment Plant.  
Completed 12-2010  
Contract amount \$3,697,263.00  
Contact. Mark Yardley  
Contact Number 479-632-2254  
Engineer: McClelland

Double Springs Road Lift Station  
City of Fayetteville  
Completed 2008  
Contract Amount. \$1,697,881.00  
Engineers: RJN



Community Water System  
Membrane Process Water Treatment Plant  
Greers Ferry, Arkansas  
Contract Amount \$3,172,573.00  
Engineer. Hanson Mclaughlin Eng. 1-501-716-2850  
Completed 2005

11. Key Personnel.

Ashton Adams. Seven years as construction superintendant on similar projects  
Lorin Bryan. Eight years as construction superintendant and project manager.

12. Principal Owner. Justin Bryan. Thirty five years in the construction industry.

Twenty six years as a construction business owner.

13. We can provide a financial statement if required.

SECTION 0310

BID FORM

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

DATE: November 21, 2014 at 2:00 p.m. LOCAL TIME

Proposal of: ARCHER WESTERN CONSTRUCTION, LLC

Address: 1411 GREENWAY DR  
IRVING, TX 75038

Bid For: PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES

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 lump sum and unit prices 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 - 11/12/14 ; 2 - 11-18-14

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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.

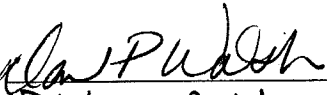
In submission of the **BID**, **BIDDER** represents, that this **BID** is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The **BIDDER** 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 Section 0500 - Agreement between City and Contractor


**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  Title PRESIDENT  
DANIEL P. WALSH

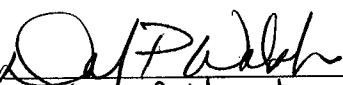
**INSURANCE AND BONDING REQUIREMENTS**

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  Title PRESIDENT  
DANIEL P. WALSH

**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  Title PRESIDENT  
DANIEL P. WALSH

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 \_\_\_\_\_

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

WALSH CONSTRUCTION GROUP, LLC

ARCHER WESTERN CONSTRUCTION, LLC

An Individual whose full name is: \_\_\_\_\_

ARCHER WESTERN CONSTRUCTION, LLC

General Contractor (Firm Name)

BY \_\_\_\_\_

Signature

ATTEST \_\_\_\_\_

Signature

DANIEL P. WALSH, PRESIDENT

Printed Name & Title

MATTHEW WALSH, CORP. SECRETARY

Printed Name & Title

[CORPORATE SEAL]

11/21/14

Date

1411 GREENWAY DR

Address

972-457-8500

Telephone Number

IRVING, TX

City

State

972-457-8501

Fax Number

0222490515

Contractor's License Number

rlunkwitz@walshgroup.com

email address

BIDDER submitting this BID is:

A Corporation, incorporated in the State of \_\_\_\_\_

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

WALSH CONSTRUCTION GROUP, LLC

ARCHER WESTEEN CONSTRUCTION, LLC

An Individual whose full name is: \_\_\_\_\_

ARCHER WESTEEN CONSTRUCTION, LLC

General Contractor (Firm Name)

BY [Signature]  
Signature

ATTEST [Signature]  
Signature

DANIEL P. WALSH, PRESIDENT  
Printed Name & Title

MATTHEW WALSH, Corp. SECRETARY  
Printed Name & Title

[CORPORATE SEAL]

11/21/14  
Date

1411 GREENWAY DR  
Address

972-457-8500  
Telephone Number

IRVING, TX  
City State

972-457-8501  
Fax Number

0222490515  
Contractor's License Number

r.lunkwitz@walshgroup.com  
email address

SECTION 0310 – BID FORM  
 FAYETTEVILLE, ARKANSAS  
 PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES  
 PRICES BID AND APPROXIMATE QUANTITIES

Item	Description	Estimated Quantity	Unit	Total
1	General Construction	1	LS	\$ 1,044,000
2	Concrete Surface Repair	2,700	SF	\$ 113,400
3	Performance and Payment Bond	1	LS	\$ 7,700
UNOFFICIAL BID TOTAL				\$ 1,165,100

The BIDDER'S total above, inclusive of all labor, materials and equipment is his total bid based on his unit prices and the estimated quantities. This figure is for information only at the time of opening bids. The OWNER will prepare the bid tabulation from the unit prices bid. If there is an error in the total by the BIDDER, it shall be revised as only the unit prices shall govern.

Bid Item 1 – represents the full compensation for all construction work as described in the Contract Documents, including civil, structural, mechanical, electrical, instrumentation, heating and ventilation work associated with Ozone Disinfection Facilities, excluding Bid Items 2 and 3.

Bid Item 2 – represents the full compensation for concrete surface repair as shown and specified and as ordered by the Engineer and not specifically included under other items.

Bid Item 3 – represents the full Statutory Performance and Payment Bond amount for the project. Bidder's attention is directed to Section 0600 – Arkansas Statutory Performance and Payment Bond

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>OIL CAPITAL</u>	<u>SPRINGDALE, AR</u>	<u>ELECTRIC / INSTRUMENTATION</u>
2. <u>BLAND INSULATION</u>	<u>MARANK, TX</u>	<u>PIPE INSULATION</u>
3. <u>MULTI-CRAFT</u>	<u>SPRINGDALE, AR</u>	<u>HVAC</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: 11/21/14

Signature   
DANIEL P. WALSH

Title PRESIDENT



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**END OF SECTION 0311**

**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:

**PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES**

2. The **CONTRACTOR** shall furnish all materials, supplies, tools, equipment (except equipment noted herein to be furnished by the Owner), 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 **180** calendar days. The **CONTRACTOR** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **\$750** 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 \_\_\_\_\_

PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES \_\_\_\_\_ 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 \_\_\_\_\_ 2014.

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  
PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES  
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: ARCHER WESTERN CONSTRUCTION, LLC

SIGNATURE:  DATE: 11-21-14

PRINTED NAME: DANIEL P. WALSH TITLE: PRESIDENT

**END OF SECTION 0660**

## SECTION 0700

### GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, and Regulations
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Excess Engineering Costs
32. Documents to be Kept on the Job Site
33. Prosecution of the Work
34. Sanitary Facilities

## **1. DEFINITIONS**

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any qualified person, firm or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, Bid Form, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice Of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the City of Fayetteville has executed the Agreement.
- 1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.12 ENGINEER – The Engineering Department of the City of Fayetteville, or their authorized representative.

- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City of Fayetteville to the successful Bidder.
- 1.15 NOTICE TO PROCEED - Written communication issued by the City of Fayetteville to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.
- 1.16 OWNER – The City of Fayetteville.
- 1.17 PROVIDE – Furnish and install, complete in place, operating, tested and approved.
- 1.18 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.19 PRODUCTS – The materials, systems, and equipment provided by the Contractor.
- 1.20 PROJECT REPRESENTATIVE - The authorized representative of the City of Fayetteville who is assigned to the Project site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents.
- 1.25 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

- 1.26 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

**2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

**3. SCHEDULES, REPORTS AND RECORDS**

- 3.1 The Contractor shall submit to the City of Fayetteville such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City of Fayetteville may request concerning Work performed or to be performed.
- 3.2 Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required; and
  - 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates earning during the course of the Work.

#### 4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City of Fayetteville. The Drawings and Specifications are intended to supplement but not duplicate each other. An item of Work indicated in one and not the other shall be performed by the Contractor just as if it had been indicated in both.
- 4.2 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the character, quality and quantity of the materials to be encountered, the general and local conditions, and all other matters which can, in any way, affect the Work under this Contract.
- 4.3 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. The Contractor shall not perform Work based on "scaled" measurements of Drawings, but shall obtain written instructions from the Engineer as to the dimensions to be used before proceeding with the Work.
- 4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.5 The Specifications are written in imperative and abbreviated form. The imperative language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," "shall be:" and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words "shall be:" shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, all indicated requirements shall be performed whether stated imperatively or otherwise.
- 4.6 Whenever the term "Work Included" is used as an article or paragraph heading in Part 1 of a Specification Section, it is merely a listing of the significant items described with the section and is not intended to "scope" the section or to imply a trade responsibility."



- 4.7 Whenever the words "approved," "satisfactory," "directed," "submitted," "inspected," or similar words or phrases are used in the Contract Documents, it shall be assumed that the term "Engineer or his representative" follows the verb as the object of the clause, such as "approved by the Engineer or his representative," or "submitted to the Engineer or his representative."

## **5. SHOP DRAWINGS**

- 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- 5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

## **6. MATERIALS, SERVICES AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## 7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
- 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
- 7.3 The City of Fayetteville shall provide all other inspection and testing services not required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.5 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 7.7 If any Work is covered contrary to the written request of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 7.8 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

## **8. SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

## **9. PATENTS**

9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City of Fayetteville harmless from loss on account thereof, except that the City of Fayetteville shall be responsible for any such loss when particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

## **10. SURVEYS, PERMITS, REGULATIONS**

10.1 The Engineer shall furnish all land surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City of Fayetteville, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes In The Work. Fees will be waived for any permit obtained from the City of Fayetteville; however, securing any applicable permit shall remain the responsibility of the Contractor.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damages or loss attributable to the fault of the Contract Documents or to be acts or omissions of the City of Fayetteville or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or City of Fayetteville, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

## **12. SUPERVISION BY CONTRACTOR**

- 12.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
- 12.2 The City of Fayetteville shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

## **13. CHANGES IN THE WORK**

- 13.1 The City of Fayetteville may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City of Fayetteville.

## **14. CHANGES IN CONTRACT PRICE**

- 14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- 14.1.1 Unit prices previously approved.
- 14.1.2 An agreed lump sum.

- 14.1.3 The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.
- 14.2 The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustments under the following conditions:
  - 14.2.1 If the total cost of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - 14.2.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 14.2.3 If Contractor believes that it has incurred additional expense as a result thereof; or
  - 14.2.4 If Engineer believes that the quantity variation entitle it to an adjustment in the Unit Price, either Engineer or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 13, if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

## **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice-To-Proceed.
- 15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City of Fayetteville, that the contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 15.3 The following holidays will be observed by the City of Fayetteville and have been considered when calculating the contract time.
  - 15.3.1 New Year's Day
  - 15.3.2 Martin Luther King, Jr.
  - 15.3.3 President's Day
  - 15.3.4 Memorial Day
  - 15.3.5 Independence Day

- 15.3.6 Labor Day
  - 15.3.7 Veteran's Day
  - 15.3.8 Thanksgiving (2 days)
  - 15.3.9 Christmas (2 days)
- 15.4 The calendar contract time includes delays for normal weather related events such as rain, snow, and freezing temperatures that may affect the progress of the Work. An average delay of five (5) calendar days per month has been considered when calculating the contract time. A request for an extension of time shall not be granted until the specific number of documented weather delays within the contract time has been exceeded, inclusive of weekends.
- 15.5 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the City of Fayetteville, then the Contractor will pay to the City of Fayetteville the amount for liquidated damages as specified in the Agreement Between City of Fayetteville And Contractor for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 15.6 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly gives Written Notice of such delay to the City of Fayetteville or Engineer:
- 15.6.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
  - 15.6.2 To any acts of the City of Fayetteville not contemplated by this Agreement.
  - 15.6.3 To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and withhold the fault or negligence of the Contractor, including but not restricted to, acts of nature or of the public enemy, acts of another Contractor in the performance of some other Contract with the City of Fayetteville, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and,
  - 15.6.4 To any delay of any subcontractor occasioned by any of the causes specified in Subparagraphs 1, 2, and 3 of this Paragraph 15.6.
- 15.7 Provided, however, that the Contractor promptly notifies the City of Fayetteville in writing within ten (10) days of the cause of delay. Upon receipt of such notification, the City of Fayetteville shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and terms of the Contract, the delay is properly excusable, the City of Fayetteville shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

## **16. CORRECTION OF WORK**

- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City of Fayetteville and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City of Fayetteville may remove such Work and store the materials at the expense of the Contractor.

## **17. SUBSURFACE CONDITIONS**

- 17.1 In the preparation of Contract Documents, the Engineer has relied upon the report of soil and subsurface investigations listed in the Supplemental Information For Bidders (If Listed).
- 17.1.1 The above report is not part of the Contract Documents and is provided for information purposes only. Neither the City of Fayetteville nor the Engineer guarantees the accuracy of the report. The Contractor shall make further investigations and tests as deemed necessary.
- 17.2 The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to locate and protect such utility lines and services so as to avoid damage and interruptions to service.
- 17.3 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of Fayetteville by Written Notice of:
- 17.3.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 17.3.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.



17.4 The City of Fayetteville shall promptly investigate the conditions, and if the City of Fayetteville finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required Written Notice; provided that the City of Fayetteville may, if the City of Fayetteville determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**18. SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The City of Fayetteville may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

18.2 If the Contractor is adjudged as bankrupt or insolvent, or if the Contractor makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors for labor, material or equipment or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the City of Fayetteville may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the City of Fayetteville may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City of Fayetteville. Such costs incurred by the City of Fayetteville will be determined by the Engineer and incorporated in a Change Order.

- 18.3 Where the Contractor's services have been so terminated by the City of Fayetteville, said termination shall not affect any right of the City of Fayetteville against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City of Fayetteville due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the City of Fayetteville may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City of Fayetteville or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City of Fayetteville fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the City of Fayetteville and the Engineer, terminate the Contract and recover from the City of Fayetteville payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the City of Fayetteville has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the City of Fayetteville and the Engineer stop the Work until the Contractor has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City of Fayetteville or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City of Fayetteville or Engineer.

## 19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the City of Fayetteville, as will establish the City of Fayetteville's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the City of Fayetteville, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City of Fayetteville will endeavor within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City of Fayetteville shall retain five (5) percent of the amount of each payment. No application for partial payment shall be made when, in the judgement of the Engineer, the total value of the Work done and materials incorporated into the Work under this Contract since the last preceding estimate amount is less than \$10,000 unless authorized by Engineer. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are securely stored either at or near the site.
- 19.3 All Work covered by partial payment made shall thereupon become the sole property of the City of Fayetteville, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the City of Fayetteville to require the fulfillment of all terms of the Contract Documents.
- 19.4 The City of Fayetteville will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City of Fayetteville.

- 19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the condition of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City of Fayetteville, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- 19.6 The Contractor will indemnify and save the City of Fayetteville or the City of Fayetteville's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the City of Fayetteville's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City of Fayetteville may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City of Fayetteville to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Fayetteville shall be considered as a payment made under the Contract Documents by the City of Fayetteville to the Contractor and the City of Fayetteville shall not be liable to the Contractor for any such payments made in good faith.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 20.1 The Acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Fayetteville of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City of Fayetteville and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

## **21. INSURANCE**

- 21.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 21.1.1 Claim under worker's compensation, disability benefit and other similar employee benefit acts;

- 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
  - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
  - 21.1.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
  - 21.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 21.2 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as specified in Paragraph 21.7.
- 21.3 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be Performed. Unless specifically authorized by the City of Fayetteville, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City of Fayetteville. The policy shall name as the insured the Contractor, the Engineer, the City of Fayetteville and the Funding Agency.
- 21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause such Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 Certificates of Insurance acceptable to the City of Fayetteville shall be filed with the City of Fayetteville prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the City of Fayetteville.

21.6 The Contractor shall not commence Work under this Contract or allow any subcontractor or anyone directly or indirectly employed by anyone of them to commence Work until the Contractor has obtained all insurance required under this Article 21, and duly executed certificates of such insurance shall have been filed with the Engineer and the City of Fayetteville. Such certificates of insurance shall note that City of Fayetteville, Engineer, and Funding Agency have been endorsed as an additional insured on Contractor's comprehensive general liability policy.

21.7 The limits of liability for the insurance required under this Article 21 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

21.7.1 Worker's Compensation

- |    |                       |           |
|----|-----------------------|-----------|
| A. | State:                | Statutory |
| B. | Applicable Federal:   | Statutory |
| C. | Employer's Liability: | \$500,000 |

21.7.2 Comprehensive General Liability Insurance, includes Completed Operations:

- |    |                              |
|----|------------------------------|
| A. | Bodily Injury Liability:     |
|    | \$1,000,000 Each Occurrence  |
|    | \$1,000,000 Annual Aggregate |
| B. | Property Damage Liability:   |
|    | \$1,000,000 Each Occurrence  |
|    | \$1,000,000 Annual Aggregate |

21.7.3 Contractual Liability Insurance:

- |    |                              |
|----|------------------------------|
| A. | Bodily Injury Liability:     |
|    | \$1,000,000 Each Occurrence  |
|    | \$1,000,000 Annual Aggregate |
| B. | Property Damage Liability:   |
|    | \$1,000,000 Each Occurrence  |
|    | \$1,000,000 Annual Aggregate |

21.7.4 City of Fayetteville's and Contractor's Protective Liability Insurance:

- A. Bodily Injury Liability:  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

21.7.5 Automobile Liability:

- A. Bodily Injury Liability:  
\$1,000,000 Each Person  
\$1,000,000 Annual Aggregate
- B. Property Damage Liability:  
\$ 250,000 Each Occurrence

**22. CONTRACT SECURITY**

22.1 The Contractor shall within ten (10) days after the receipt of the Notice Of Award furnish the City of Fayetteville with a Performance and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.

22.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of fifty (50) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions for the applicable warranty period of two (2) years from the date of Final Payment. It shall be on the form shown in Section 0640 - Warranty Bond.

**23. ASSIGNMENTS**

23.1 Neither the Contractor nor the City of Fayetteville shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without consent of the other party.

**24. INDEMNIFICATION**

24.1 The Contractor will indemnify and hold harmless the City of Fayetteville and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

24.2 In any and all claims against the City of Fayetteville or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or the giving of or failure to give directions or instructions by the Engineer, or his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

**25. SEPARATE CONTRACTS**

25.1 The City of Fayetteville reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.



- 25.2 The City of Fayetteville may perform additional Work related to the Project, or the City of Fayetteville may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the City of Fayetteville, if the City of Fayetteville is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- 25.3 If the performance of additional Work by other Contractors or the City of Fayetteville is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the City of Fayetteville or others involves him in additional expense or entitles him to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

## **26. SUBCONTRACTING**

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 26.2 The Contractor shall perform a minimum of seventy (70%) of the Work.
- 26.3 The Contractor shall be fully responsible to the City of Fayetteville for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City of Fayetteville may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City of Fayetteville.

## **27. ENGINEERS AUTHORITY**

- 27.1 The Engineer shall act as the City of Fayetteville's representative during the construction period. The Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, or construction safety.
- 27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.
- 27.5 The Engineer will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by Contractor, and the written decisions of Engineer on such matters will be final, binding on Engineer and Contractor and not subject to appeal (except as modified by Engineer to reflect changed factual conditions).

**28. LAND AND RIGHTS-OF-WAY**

- 28.1 Prior to issuance of Notice-To-Proceed, the City of Fayetteville shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The City of Fayetteville shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at his own expense and without liability to the City of Fayetteville any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

**29. GUARANTY**

- 29.1 If within two years after the date of Final Payment or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Document, any Work is found to be defective, Contractor shall promptly, without cost to City of Fayetteville and in accordance with City of Fayetteville's written instructions, either correct such defective Work, or if it has been rejected by City of Fayetteville, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Fayetteville may have the defective Work corrected or the rejected Work removed and replace, and all direct, indirect and consequential costs of such correction, removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, surveyors, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Agreement.

**30. TAXES**

30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

**31. EXCESS ENGINEERING COSTS**

31.1 Excess engineering costs shall be applicable during the execution of the contract.

31.2 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any overtime work. For any such overtime during the regular specified Contract Time beyond the regular eight hour day (40 hours Monday through Friday) and for any time worked on Saturday, Sunday, or holidays, the charges for such personnel will be as provided in the Schedule of Charges below.

31.3 These charges for excess engineering will be deducted from the Contractor's monthly payment request.

31.4 Base Rate Schedule of Charges to be as follows for all engineering and construction observation expenses incurred by the City of Fayetteville in connection with any overtime work. Overtime, Saturday, and Sunday work shall be calculated as 1.5 times the base hourly rate. Holiday work shall be calculated as 2.0 times the base hourly rate.

Personnel	Base Hourly Rate
Project Engineer	\$ 110.00
Construction Manager	80.00
Resident Project Representative	60.00

31.5 The Contractor shall not work over a 10-hour day without written permission from the City of Fayetteville.

31.6 The Engineer shall determine when observation of construction activities beyond the regular eight-hour day is required.

31.7 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any work that occurs after the original final completion date of the contract, unless the contract time has been extended by written change order. Expenses shall be at the rates identified in Paragraph 31.4.

**32. DOCUMENTS TO BE KEPT ON THE JOB SITE**

- 32.1 The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.
- 32.2 The Contractor shall maintain on a daily basis at the job site, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked up to indicate all modifications in the completed Work that differ from the design information shown on the Drawings. Upon substantial completion of the Work, the Contractor shall give the Engineer one complete set of marked up record Drawings.
- 32.3 Failure of the Contractor to submit accurate Record Drawings to the Engineer will be adequate justification for postponement of the Final Inspection and Final Payment.

**33. PROSECUTION OF THE WORK**

- 33.1 It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are the essence of this Contract. The Work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the approved construction schedule.
- 33.2 Regular Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. No Work requiring the presence of the Engineer's representative will be performed outside of regular Work hours without prior written approval from the City of Fayetteville.

**34. SANITARY FACILITIES**

- 34.1 The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and County. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

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**END OF SECTION 0700**

**SECTION 0830**  
**PREVAILING WAGE RATES**

(INSERT PREVAILING WAGE RATES HERE)

MIKE BEEBE  
GOVERNOR



STATE OF ARKANSAS  
ARKANSAS DEPARTMENT OF LABOR  
PREVAILING WAGE DIVISION

RICKY BELK  
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190  
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

Alan Smith  
CH2MHILL  
10123 Alliance Road, Suite 300  
Cincinnati, OH 45242

September 11, 2014

RE: OZONE DISINFECTION FACILITIES  
NOLAND WWTP  
FAYETTEVILLE, ARKANSAS  
WASHINGTON COUNTY

Dear Mr. Smith:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **14-192** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c). Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Since this determination contains both Building and Heavy construction classifications, please be advised that "Building construction" means generally the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving. Additionally, such structures need not be "habitable" to be building construction. The installation of heavy machinery and/or equipment does not generally change the project's character as a building. "Heavy construction" means those construction projects that are not properly classified as "building", "highway", or "residential".

I have enclosed a copy of the 2 sections of the Prevailing Wage Administrative Regulations which apply to a multiple determination (e.g., building and heavy rates). You can access a complete copy of the Arkansas Prevailing Wage Law and Regulations from our website at [www.arkansas.gov/labor](http://www.arkansas.gov/labor).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project. **When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.**

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4508.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith  
Prevailing Wage Division

Enclosures





# Memorandum

**To:** All Architects and Engineers  
**From:** Lorna Smith, Prevailing Wage Division  
**Re:** Sections of the Prevailing Wage Administrative Regulations.

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Enclosed are sections 1.101 (2), (8), & (9) and 2.100 (i) (1) & (2) of the Prevailing Wage Administrative Regulations. Please take a few moments to review the sections and share with your associates.

If you would like a complete copy of the Administrative Regulations and/or the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 through §§ 22-9-315, please use our web site at [www.arkansas.gov/labor](http://www.arkansas.gov/labor) or call (501) 682-4536.



### 1.101 Definitions.

(2) "Building construction" means generally the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level as well as incidental grading, utilities and paving, unless there is an established area practice to the contrary. Additionally, such structures need not be "habitable" to be building construction. The installation of heavy machinery and/or equipment may not change the project's character as a building. Examples of building construction follow:

Alterations and additions to nonresidential buildings	Motels
Apartment buildings (5 stories and above)	Museums
Arenas (enclosed)	Nursing & Convalescent facilities
Auditoriums	Office buildings
Automobile parking garages or decks	Out-patient clinics
Banks and financial buildings	Passenger and freight terminal buildings
Barracks	Police stations
Churches	Power plants
City halls	Prefabricated buildings
Civic centers	Remodeling buildings
Commercial buildings	Renovating buildings
Court houses	Repairing buildings
Detention facilities	Restaurants
Dormitories	Schools
Farm buildings	Service stations
Fire stations	Shopping centers
Hospitals	Stores
Industrial buildings	Subway stations
Institutional buildings	Theaters
Libraries	Warehouses
Mausoleums	Water & Sewage treatment plants (building only)

(8) "Heavy construction" means those construction projects that are not properly classified as either "building", "highway", or "residential". Unlike these classifications, heavy construction is not a homogenous classification. Because of its catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate wage determinations. Examples of heavy construction follow:

Antenna towers	Caissons (other than building or highway)
Bridges (major bridges designed for Commercial navigation)	Canals
Breakwaters	Channels
	Channel cut-offs

Chemical complexes or facilities (other than buildings)	Pipe lines
Cofferdams	Ponds
Coke ovens	Pumping stations (prefabricated drop-in units)
Dams	Railroad construction
Demolition (not incidental to construction)	Reservoirs Revetments
Dikes	Runways
Docks	Sewage collection and disposal lines
Drainage projects	Sewers (sanitary, storm, etc.)
Dredging projects	Shoreline maintenance
Electrification projects (out-door)	Ski tows
Flood control projects	Storage tanks
Industrial incinerators (other than building)	Swimming pools (out-door)
Irrigation projects	Subways (other than buildings)
Jetties	Taxiways
Kilns	Tipples
Land drainage (not incidental to other construction)	Tunnels
Land leveling (not incidental to other construction)	Unsheltered piers & wharves
Land reclamation	Viaducts (other than highway)
Levees	Water mains
Locks, waterways	Waterway construction
Oil refineries	Water supply lines (not incidental to building)
Parking lots	Water and sewage treatment plants (other than buildings)
	Wells

(9) "Highway, road, street, or bridge construction" shall include the construction, alteration or repair of roads, streets, highways, alleys, trails, paths, and other similar projects not incidental to building or heavy construction. Examples of such construction may include:

Alleys	Resurfacing streets and highways
Excavation and embankment (for road construction)	Roadbeds
Fencing (highway)	Roadways
Grade crossing elimination (overpasses or underpasses)	Shoulders
Guard rails on highway	Stabilizing courses
Highway signs	Storm sewers incidental to road construction
Highway bridges (overpasses; underpasses; grade separation)	Street paving
Medians	Taxiway
	Traffic signals

Such "highway" construction, which does not qualify for the exemption, contained in Ark. Code Ann. §§ 22-9-303 (b) and Regulation 1.100 (d) (5) shall be considered "heavy construction."

## **2.100 Obtaining and Compiling Wage Rate Information.**

(1) In some cases a project includes construction items that in themselves encompass different categories of construction. Generally, a project is considered mixed and a "multiple determination" issued if the construction items are substantial in relation to project cost – more than 20 percent. Only one determination is issued if construction items are "incidental" in function to the overall character of a project (e.g., paving of parking lots or an access road on a building project), and if there is not a substantial amount of construction in the second category.

(2) In cases involving a mixed project on which a multiple determination (e.g., building and heavy rates) is issued, building rates shall be applicable for a distance extending five (5) feet from any building on the project.



**Arkansas Department of Labor  
Prevailing Wage Determination Building and Heavy**

**Date:** 9/11/2014  
**Project:** OZONE DISINFECTION FACILITIES  
**City:** Fayetteville

**Determination#:** 14-192  
**Project County:** Washington  
**Expiration Date:** 3/11/2015  
**Survey #:** 714-AM05R

<b>CLASSIFICATION</b>	<b>Class</b>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>
Asbestos Worker/Insulator	building	\$15.00	\$2.85
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	building	\$20.50	\$0.00
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	heavy	\$11.45	\$1.92
Carpenter	building	\$16.40	\$0.00
Carpenter	heavy	\$16.80	\$1.95
Concrete Finisher/Cement Mason	building	\$14.85	\$3.00
Concrete Finisher/Cement Mason	heavy	\$15.20	\$0.45
Electrician/Alarm Installer	heavy	\$21.30	\$7.81
Elevator Mechanic	building	\$24.30	\$12.18
Glazier	building	\$14.30	\$2.00
HVACR Mechanic (Excludes Duct Work)	building	\$15.00	\$0.00
Ironworker (Including Reinforcing Work)	building	\$12.85	\$0.38
Ironworker (Including Reinforcing Work)	heavy	\$16.30	\$0.00
Laborer	building	\$12.30	\$0.00
Laborer	heavy	\$12.20	\$0.60
Marble/Tile/Terrazzo	building	\$12.69	\$0.00
Metal Building Erector	building	\$15.50	\$0.00
Millwright	building	\$10.85	\$1.65
Painter/Sheet Rock Finisher	building	\$14.25	\$0.00
Pipelayer	heavy	\$11.80	\$2.61
Plasterer	building	\$13.00	\$0.00
Plumber/Pipefitter	building	\$22.20	\$0.00
Rofer	building	\$13.30	\$0.00
Sheet Metal (Includes Duct Work)	building	\$16.65	\$1.25
Sprinkler Fitter	building	\$21.05	\$6.35
Waterproofofer	building	\$16.30	\$1.29
Group 1 - Operator	building	\$15.10	\$3.40



<b>CLASSIFICATION</b>	<b>Class</b>	<b>Basic Hourly Rate</b>	<b>Fringe Benefits</b>
Group 2 - Operator	building	\$18.20	\$0.00
Group 3 - Operator	building	\$16.65	\$1.65
Group 4 - Operator	building	\$12.55	\$1.65
Asphalt Paving Machine	heavy	\$11.45	\$1.92
Backhoe - Rubber Tired (1 yard or less)	heavy	\$15.75	\$1.05
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	heavy	\$14.90	\$0.00
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	heavy	\$14.90	\$0.00
Distributor	heavy	\$11.45	\$1.92
End Dump (Dump Truck)	heavy	\$13.85	\$0.00
Front End Loader, finish	heavy	\$13.70	\$0.00
Front End Loader, rough	heavy	\$14.35	\$0.59
Mechanic	heavy	\$14.70	\$0.00
Roller	heavy	\$11.45	\$1.92
Scraper	heavy	\$11.45	\$1.92
Motor Patrol	heavy	\$11.45	\$1.92
Bulldozer	heavy	\$14.60	\$0.00
Laborer (Brick/Stone Tender)	building	\$12.30	\$0.00
Low Voltage/Alarm Installer	building	\$15.85	\$0.00
Excavator/Trackhoe	heavy	\$14.85	\$4.40
Truck Driver (Excludes Dump Truck)	building	\$12.30	\$0.00
Truck Driver (Excludes Dump Truck)	heavy	\$12.85	\$0.00
Electrician	building	\$20.40	\$4.80

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

**Certified 8/25/2014**

***Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.***

## **Power Equipment Operators:**

### **Group I**

Operators engaged in operating the following equipment: Cranes, draglines, shovels and piledrivers with a lifting capacity of 50 tons or over, and operators of all tower climbing cranes and derricks required to work 25 feet or over from the ground, blacksmith and mechanics.

### **Group II**

Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size, trackhoes, excavators.

### **Group III**

Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator, asphalt paving machines.

### **Group IV**

Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heaters, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.

**STATEMENT OF INTENT TO PAY PREVAILING WAGES**

PROJECT: **OZONE DISINFECTION FACILITIES  
NOLAND WWTP  
FAYETTEVILLE, ARKANSAS  
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 14-192** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

<b>Business Name</b>	<b>Address</b>	<b>Phone#</b>	<b>Signature and Title of Business Official</b>
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

**SECTION 0840**  
**NOTICE OF AWARD**

Date           ADD DATE

Contractor    ADD CONTRACTOR NAME  
Address       ADD CONTRACTOR ADDRESS

**Re:           PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES**  
**(hereinafter “Project”)**

The City of Fayetteville has considered the bid submitted by **Contractor** for construction of the **Project** in response to its Advertisement for Bids and Instructions to Bidders.

**Contractor** is hereby notified that their bid has been accepted and awarded in the amount of \$**Value**.

**Contractor** is required to deliver the required Performance and Payment bonds (filed with the Washington County Circuit Clerk), and certificates of insurance within 10 business days.

A preconstruction conference will be scheduled in Room 111 of the Fayetteville City Hall, 113 West Mountain once a date and time has been agreed upon. Representatives of **Contractor** and the City of Fayetteville shall attend. I ask that **Contractor** bring a preliminary construction progress schedule and a preliminary schedule of values to the preconstruction conference.

The intent is to issue the Notice to Proceed at the preconstruction conference.

Work should commence with a start date within two weeks of issuance of the Notice to Proceed.

**Contractor** is required to return an acknowledged copy of this Notice of Award to the City of Fayetteville.

We look forward to working with you on this project. Please email me at (add contact name, email and phone) if you have any questions.

Sincerely,

**City of Fayetteville, Arkansas**

Add Responsible Person Name  
Title of Responsible Person

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the **Project** is hereby acknowledged.

By **Contractor**,

this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_

Title \_\_\_\_\_

**END OF SECTION 0840**

**SECTION 0845**  
**NOTICE TO PROCEED**

Date           ADD DATE

Contractor    ADD CONTRACTOR NAME  
Address       ADD CONTRACTOR ADDRESS

**Re:           PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES**  
**(hereinafter “Project”)**

This is the official Notice to Proceed for the **Project**, in accordance with your bid and the agreement between your firm and the City of Fayetteville.

The Contract Time(s) will commence on **Date**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement between City of Fayetteville and **Contractor**, the date of Final Completion is **Date**.

Before you may start any work at the Site, you must submit the following:

- Preliminary construction progress schedule.
- Preliminary schedule of submittals.
- Preliminary schedule of values.

We look forward to working with you on this project.

Please email me at (add contact name, email and phone) if you have any questions.

Sincerely,

**City of Fayetteville, Arkansas**

Add name of responsible person  
Title of responsible person

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed for the **Project** is hereby acknowledged

by Contractor,

this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

By \_\_\_\_\_

Title \_\_\_\_\_

**END OF SECTION 0845**

**SECTION 0900**  
**DESCRIPTION OF UNIT PRICE SCHEDULE ITEMS**

**PART 1 – GENERAL**

**1.01 SCOPE OF WORK**

- A. The work shall consist of furnishing and installing all equipment comprising the ozone disinfection system where shown and as specified and including all piping, valves, instrumentation and control equipment and including all heating, ventilating and structural modifications within the existing Chlorination Building and inclusive of all piping, valves, equipment, instrumentation and control equipment and structural modifications at the existing Chlorine Contact Basin and including associated site work and electrical improvements as shown and specified as listed in **Section 0310 – Bid Form**.
- B. All work shall be completed in strict accordance with the plans and specifications.
- C. Furnish or construct all items required for this project even if they are not listed on the Unit Price Schedule.

**1.02 PAYMENT**

- A. Partial payment requests shall be reviewed and approved by the construction inspector before payment will be made for any Work shown to be completed.
- B. Final payment will not be made until all final product performance requirements have been completed in accordance with the Contract Documents.

**PART 2 – PRICES**

**2.00 SCOPE OF PAYMENT**

- A. The Amount for Work listed in the Bid, whether lump sum or unit price, shall include all costs specified on the Bid Form, including all miscellaneous amounts (bonds, insurance, as built record drawings, traffic control, and any incidental items necessary to complete the Project in accordance with the Contract Documents.
- B. The quantities, if any, listed in these documents are approximate, for information only, and should be verified by each bidder prior to bidding



- C. Payments for lump sum items shall be made in proportion to the amount of Work accomplished, as determined by the Engineer, as of the period ending date of each Application for Payment.
- D. Payment for unit price items, if any, shall be made as the work progresses. Said payments will be based upon the work performed and materials complete in place in accordance with the contract, plans, and specifications, approved by the Engineer, as of the period ending date of each Application for Payment.
- E. It is understood and agreed that the Contractor shall not be entitled to partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.
- F. No partial payments shall bind the City to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.
- G. The Contractor has sole responsibility for providing materials, equipment and work which meet the specifications. In the event inspection or testing reveals that materials/equipment furnished or work performed by the Contractor does not meet the specifications, payment for said materials/equipment/work will be withheld until compliance with the specifications is demonstrated by the Contractor.

## **2.01 ITEM 1 – GENERAL CONSTRUCTION**

- A. Measurement and Payment: The lump sum bid amount for Item 1 shall include full compensation for all work necessary to construct the Paul R. Noland Ozone Disinfection Facilities in its entirety as shown on the Drawings and specified under Divisions 1 through 49, except work specifically described and covered in Items 2 and 3.
- B. The Ozone Disinfection System Equipment as specified in Section 44 42 56.18 shall be furnished by the City of Fayetteville (Owner). Contractor shall include in Item 1 his cost to accept shipment of the Ozone Disinfection System Equipment at the jobsite, obtain and submit approvable shop drawings from the Ozone Disinfection System Supplier and install the Ozone Disinfection System Equipment in accordance with the Contract Drawings and Specifications. The cost of shipment shall be borne by the Ozone Disinfection System Supplier.

- C. For equipment furnished and installed under this Item 1:
  - 1. Electrical power supply conduit and wire; control conduit and wire; and all terminations shall be furnished and installed by the Contractor.
  - 2. All field conduit and wire from the power source to the equipment, including field instrumentation and devices shall be furnished and installed by the Contractor.

**2.02 ITEM 2 – CONCRETE SURFACE REPAIR**

- A. Measurement: The Concrete Surface Repair quantity included in Item 2 will be the actual square feet of Concrete Surface Repairs placed as shown and as specified and as ordered by the Engineer.
- B. Payment: The unit price per square foot for Item 2 will be full compensation for providing Concrete Surface Repair complete as shown and as specified and as ordered by the Engineer and not specifically included under other items.

**2.03 ITEM 3 – PERFORMANCE AND PAYMENT BOND**

- A. The lump sum bid amount for this Item 3 shall be full compensation for the Statutory Performance and Payment Bond associated with the General Construction of the Paul R. Noland WWTP – Ozone Disinfection Facilities as called for and as contained in Section 0600 - Arkansas Statutory Performance and Payment Bond.

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**END OF SECTION 0900**

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# **Project Manual**

CITY OF

**Fayetteville**  
ARKANSAS

CITY OF FAYETTEVILLE  
ARKANSAS

## **Paul R. Noland WWTP Ozone Disinfection Facilities**

BID # 14-45

Date: October, 2014

BID SET

Required seals appear on the following page

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CITY OF



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 14-45, Construction – Noland Plant Ozone Disinfection System**

**DEADLINE: Friday, November 21, 2014 before 2:00 PM, Local Time, Room 306**

**PRE-BID MEETING: Thursday, November 6, 2014 at 10:00 AM, Local Time, Room 111**

**DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**

**PURCHASING AGENT: Andrea Foren, CPPO, CPPB, [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov), 479.575.8220**

**DATE OF ISSUE AND ADVERTISEMENT: Thursday, October 30 & November 6, 2014**

## INVITATION TO BID

### Bid 14-45, Construction – Noland Plant Ozone Disinfection System

No late bids shall be accepted. Bids shall be submitted in sealed envelopes. 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](mailto: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. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division.

#### E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

**FILE #1:** PROJECT SPECIFICATIONS: 888 total pages

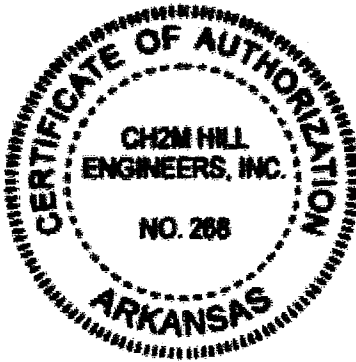
**FILE #2:** PROJECT DRAWINGS: 50 total pages

\*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

\*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT <http://bids.accessfayetteville.org>.

*Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://bids.accessfayetteville.org>. Failure to acknowledge addenda issued as instructed could result in bid rejection.*





THIS DOCUMENT WAS  
ORIGINALLY ISSUED AND  
SIGNED BY BRIAN J. FUERST  
PE NO. 12790 ON 09/30/2014  
THIS COPY IS NOT A  
SIGNED AND SEALED  
DOCUMENT



THIS DOCUMENT WAS  
ORIGINALLY ISSUED AND  
SIGNED BY P.Y. KESKAR  
PE NO. 11519 ON 09/30/2014  
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DOCUMENT



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SIGNED BY  
MICHAEL W. LOFTUS  
PE NO. 11611 ON 09/30/2014  
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SIGNED BY  
MARK G. NANNINGA  
PE NO. 12841 ON 09/30/2014  
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CITY OF  
  
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 ARKANSAS

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**END OF SECTION**

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**PROJECT MANUAL**

**PAUL R. NOLAND WWTP  
OZONE DISINFECTION FACILITIES**



**FAYETTEVILLE, ARKANSAS**

**PROJECT NUMBER 1008**

**OCTOBER 2014**



**SECTION 0020**

**CITY OF FAYETTEVILLE, ARKANSAS  
INVITATION TO BID  
BID 14-45, Construction, Noland Plant Ozone Disinfection System**

The City of Fayetteville, AR is accepting sealed bids for furnishing and installing equipment comprising the ozone disinfection system where shown and as specified. Work includes all piping, valves, instrumentation and control equipment and including all heating, ventilating and structural modifications within the existing Chlorination Building and inclusive of all piping, valves, equipment, instrumentation and control equipment and structural modifications at the existing Chlorine Contact Basin and including associated site work and electrical improvements as shown and specified. Any questions concerning the bidding process should be addressed to Andrea Foren, City Purchasing Agent, at [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov) or by calling (479) 575-8220.

Bids shall be submitted in a sealed envelope or package labeled with the bid number and name. All bids shall be received **by Friday, November 21, 2014 before 2:00 PM, local time** to the City of Fayetteville, Purchasing Division – Room 306, 113 W Mountain, Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on Thursday, November 06, 2014 at 10:00 AM, local time at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, Room 111.

Bidding documents and plans shall be obtained from and by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

City of Fayetteville, Arkansas  
Purchasing Division – Attention: Andrea Foren  
113 W. Mountain, Suite 306  
Fayetteville, AR 72701  
Phone: 479.575.8220  
E-Mail: [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)

All bidders are required to register as a plan holder with Andrea Foren via e-mail or phone. Failure to register as a plan holder can result in bid rejection.

For information concerning the proposed work, contact Lynn Hyke, [lhyke@fayetteville-ar.gov](mailto:lhyke@fayetteville-ar.gov), (479) 466-7589 or Billy Ammons, [billy.ammons@ch2m.com](mailto:billy.ammons@ch2m.com), (479) 582-9055.

Each bid shall be accompanied by a cashier's check located from a bank located in the State of Arkansas or 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, file marked by the Washington County Circuit Clerk's Office, is required after a contract awarded in the amount of \$20,000.00 or more. A current valid State of Arkansas Contractor's License is required, at the time of bid, for any bid exceeding \$20,000.00.

"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 calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPO, CPPB  
City of Fayetteville, Purchasing Agent  
Ad Dates: 10/30/14 and 11/06/14

**END OF SECTION 0020**

## SECTION 0100

### INFORMATION FOR BIDDERS

#### 1. DEFINED TERMS

- 1.1 Terms used in these Information for Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to City of Fayetteville, as distinct from Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City of Fayetteville (on the basis of City of Fayetteville's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" included the Advertisement or Invitation to Bid, Information for Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

#### 2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Engineer. Deposit for Bidding Documents are non refundable.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.
- 2.3 The City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 3. QUALIFICATIONS OF BIDDERS

- 3.1 Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.
- 3.2 Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal. Refer to Section 0420 – Statement of Bidder's Qualifications.

#### **4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at the site is based upon prior information and data. City of Fayetteville does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions (if provided).
- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to the prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the General Conditions.
- 4.4 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at the site which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request in advance, City of Fayetteville will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. A representative of the City of Fayetteville shall be present during all tests.

#### **5. INTERPRETATIONS AND ADDENDA**

- 5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 5.2 Prior to the deadline for receiving Bids, Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Engineer.

**6. BID SECURITY**

- 6.1 Each Bid shall be accompanied by Bid security made payable to City of Fayetteville in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a cashier's or check from a bank located in the State of Arkansas or a Bid Bond (on form attached, if a form is prescribed), issued by a surety.
- 6.2 The Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten (10) days after the Notice of Award, City of Fayetteville may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City of Fayetteville believes to have a reasonable chance of receiving the award may be retained by City of Fayetteville until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

**7. CONTRACT TIME**

- 7.1 The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement and these Contract Documents.

**8. LIQUIDATED DAMAGES**

- 8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

**9. SUBSTITUTE OR "OR EQUAL" ITEMS**

- 9.1 The Bid shall be based on the specified products or their approved equal described on the Drawings or written in the Specifications. For products which are specified by naming one or more manufacturers preceded by "equal to" or followed by "or approved equal," a written request for substitution shall be submitted for approval by the Engineer. Such written requests will be considered up to ten (10) days prior to the scheduled Bid opening.

**10. SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 10.1 Subcontractors and suppliers shall be listed, if required, on the Bid Form.

## 11. BID FORM

- 11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.
- 11.2 All blanks on the Bid Form must be completed in blue ink or by typewriter.
- 11.3 Unit prices and lump sum amounts shall be shown in figures. In case of discrepancy, the unit price will govern over the extended amount.
- 11.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and 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 on the Bid Form.
- 11.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.6 All names and titles must be typed or printed below the signature.
- 11.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.8 The address, telephone number, fax number, and email address for communications regarding the Bid must be shown.

## 12. SUBMISSION OF BIDS

- 12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid. **Bids shall include all documents requiring signatures within the project manual, including but not limited to:**

Section 0310 – Bid Form

Section 0311 – Bidder's Statement of Subcontractors

Section 0312 – Bid Bond

Section 0420 – Statement of Bidder's Qualifications

Section 0660 – Contractor's Act of Assurance Form

Any additional forms listed in Section 0212 – Supplemental Information for Bidders



The Bid shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated position of the Project for which the Bid is submitted) and name, address, and contractor's license number of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

### **13. MODIFICATION AND WITHDRAWAL OF BIDS**

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly-signed, written notice with the City of Fayetteville and promptly thereafter demonstrates to the reasonable satisfaction of City of Fayetteville that there was a material and substantial mistake in the preparation of its Bids, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

### **14. OPENING OF BIDS**

- 14.1 Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to the Bidders after the opening of Bids. Bids will be returned without being read aloud if all applicable portions of the Contract Documents are not met by the Bidder.

### **15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 15.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but City of Fayetteville may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## 16. AWARD OF CONTRACT

- 16.1 City of Fayetteville reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, City of Fayetteville reserves the right to reject the Bid of any Bidder if City of Fayetteville believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City of Fayetteville. Discrepancies in 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.
- 16.2 In evaluating Bids, City of Fayetteville will consider the qualifications of the 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 Award. City of Fayetteville may accept any such alternatives in any order or combination, whether in the order in which they are listed in the Bid Form or not.
- 16.3 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 Award.
- 16.4 City of Fayetteville may conduct such investigations as City of Fayetteville deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Fayetteville's satisfaction within the prescribed time.
- 16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City of Fayetteville indicates to City of Fayetteville that the award will be in the best interest of the Project.
- 16.6 If the Contract is to be awarded, City of Fayetteville will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

**17. CONTRACT SECURITY**

17.1 The General Conditions and the Supplementary Conditions set forth City of Fayetteville's requirements as to Performance and Payment Bond and a Warranty Bond. When the successful Bidder delivers the executed Agreement to City of Fayetteville, it must be accompanied by the required Performance and Payment Bond, a copy of which has been filed with the Washington County Circuit Clerk. At the time of Final Acceptance, the Contractor shall provide the City of Fayetteville the Warranty Bond.

**18. SIGNING OF AGREEMENT**

18.1 When City of Fayetteville gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and 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. Within ten (10) days thereafter, City of Fayetteville shall deliver one fully-signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

**19. PRE-BID CONFERENCE**

19.1 As noted in the Advertisement for Bids.

**20. RETAINAGE**

20.1 Provisions concerning retainage are set forth in the General Conditions.

**21. SPECIAL LEGAL REQUIREMENTS**

21.1 Attention of Bidders is called to Act 150, Acts of Arkansas 1965, concerning the licensing of contractors to do business in Arkansas.

21.2 It is conclusively presumed that Bidders have familiarized themselves with Arkansas laws which may be applied to a Contract for the Work proposed herein as the aforementioned Acts are not exclusive. It is further conclusively presumed that Bidders have familiarized themselves with Federal and local laws, ordinances and regulations pertaining to the Work proposed herein.

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**END OF SECTION 0100**

**SECTION 0212**

**SUPPLEMENTAL INFORMATION FOR BIDDERS**

1. BIDDER'S FORMS

**The BIDDER'S attention is called to the following additional forms which shall be filled out and submitted with the BID:**

- Section 0310 – Bid Form (signatures required on Page 3 and Page 4)
- Section 0311 – Bidder's Statement of Subcontractors
- Section 0312 – Bid Bond
- Section 0420 – Statement of Bidder's Qualifications
- Section 0660 – Contractor's Act of Assurance Form

**END OF SECTION 0212**



**SECTION 0312**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Archer Western Construction, LLC as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the City of Fayetteville in the penal sum of Five Percent of Amount Bid (5%) 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 PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES Bid # 14-45

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 21 day of November, 2014.

Archer Western Construction, LLC

(Principal)

By: 

Daniel P. Walsh, President

Travelers Casualty and Surety Company of America

(Surety)

By: 

Jodi Wallace, Attorney-in-Fact

**END OF SECTION 0312**





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225482

Certificate No. 006095531

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Brian R. Walsh, J. William Ernstrom, Jodi Wallace, and Kerry Pecora

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of October, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

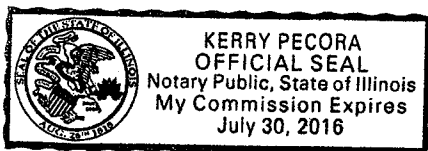
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Illinois
County of DuPage

On this 21 day of November, 2014, before me personally appeared Jodi Wallace, known to me to be the Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.



[Handwritten signature of Kerry Pecora]



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of November, 20 14

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# Bid Proposal

## BID 14-45, Construction, Noland Plant Ozone Disinfection System

**Bid Date: 21 November 2014**

**Bid Time: 2:00 p.m.**

*QUALIFICATION  
PACKET*

**To: City of Fayetteville, AR**

**Purchasing Division – Room 306**

**113 W. Mountain**

**Fayetteville, Arkansas 72701**

**From: Archer Western Construction, LLC.**

**1411 Greenway Drive**

**Irving, TX 75038**

*Quals  
not opened  
or scanned  
11/21/14*

Acknowledgement of Receipt of Addenda: 1,2, \_\_\_\_\_

ARKANSAS LICENSE NUMBER 0222490515

SECTION 0310

BID FORM

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

DATE: November 21, 2014 at 2:00 p.m. LOCAL TIME

Proposal of: Crossland Heavy Contractors

Address: 501 S. EAST AVE, PO Box 350  
Columbus, MS 39225

Bid For: PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES

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 lump sum and unit prices 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**: NO 1 11-12-14 , NO 2 11-18-14

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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 Section 0500 - Agreement between City and Contractor


**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  Title President  
Mark Sell

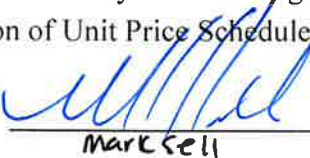
**INSURANCE AND BONDING REQUIREMENTS**

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  Title President  
Mark Sell

**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  Title President  
Mark Sell

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 Kansas

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

An Individual whose full name is: \_\_\_\_\_

General Contractor (Firm Name)

BY   
Signature

ATTEST   
Signature

Mark Sell President  
Printed Name & Title

Misty Harris Corporate Secretary  
Printed Name & Title

[CORPORATE SEAL]

11-21-14

Date

501 S. EAST AVE

Address

PO Box 350

620-429-1410

Telephone Number

Columbus, KS

City

State

620-429-2977

Fax Number

0067301114

Contractor's License Number

dhill@heavycontractors.com  
email address

SECTION 0310 – BID FORM  
 FAYETTEVILLE, ARKANSAS  
 PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES  
 PRICES BID AND APPROXIMATE QUANTITIES

Item	Description	Estimated Quantity	Unit	Total
1	General Construction	1	LS	\$ 800,000.00
2	Concrete Surface Repair	2,700	SF	\$ 162,000.00
3	Performance and Payment Bond	1	LS	\$ 10,000.00
UNOFFICIAL BID TOTAL				\$ 972,000.00

The BIDDER'S total above, inclusive of all labor, materials and equipment is his total bid based on his unit prices and the estimated quantities. This figure is for information only at the time of opening bids. The OWNER will prepare the bid tabulation from the unit prices bid. If there is an error in the total by the BIDDER, it shall be revised as only the unit prices shall govern.

Bid Item 1 – represents the full compensation for all construction work as described in the Contract Documents, including civil, structural, mechanical, electrical, instrumentation, heating and ventilation work associated with Ozone Disinfection Facilities, excluding Bid Items 2 and 3.

Bid Item 2 – represents the full compensation for concrete surface repair as shown and specified and as ordered by the Engineer and not specifically included under other items.

Bid Item 3 – represents the full Statutory Performance and Payment Bond amount for the project. Bidder's attention is directed to Section 0600 – Arkansas Statutory Performance and Payment Bond

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. Oil Capitol Electric	Tontitown, AR	Electrician
2. Delta Structural	Conroe, TX	Concrete Repair
3. American Air	Springdale, AR	HVAC
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: 11-21-14

Signature   
Mark Sell

Title President

## SECTION 0212

### SUPPLEMENTAL INFORMATION FOR BIDDERS

#### 1. BIDDER'S FORMS

**The BIDDER'S attention is called to the following additional forms which shall be filled out and submitted with the BID:**

- Section 0310 – Bid Form (signatures required on Page 3 and Page 4) ✓
- Section 0311 – Bidder's Statement of Subcontractors ✓
- Section 0312 – Bid Bond ✓
- Section 0420 – Statement of Bidder's Qualifications ✓
- Section 0660 – Contractor's Act of Assurance Form ✓

**END OF SECTION 0212**

## 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: Crossland Heavy Contractors

SIGNATURE:  DATE: 11-21-14

PRINTED NAME: Mark Sell TITLE: President

**END OF SECTION 0660**

**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, including experience with construction and installation of equipment at municipal wastewater treatment plants. The Contractor shall have executed work for municipalities operating water/sewer facilities with a **minimum of three (3) projects exceeding three hundred thousand dollars (\$300,000)**. Work for developers will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville at the time of bid.

A. REQUESTS REGARDING BIDDER *-see attached*

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. (If so, where and why?)
9. Have you ever defaulted on a contract ? (If so, where and why?)
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.
11. Background and experience of field personnel currently employed by your organization who will perform the work.
12. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.
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.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder:  
***Crossland Heavy Contractors, Inc.***
2. Permanent main office address:  
***PO Box 350, 501 S. East Avenue, Columbus, KS 66725***
3. When organized:  
***April 1993***
4. If a corporation, where incorporated:  
***Kansas***
5. How many years have you been engaged in the contracting business under your present trade name?  
***21 years***
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)  
***See attached Listing***
7. General character of work performed by your company:  
***Water & Wastewater Treatment Plants, Lift & Pump Stations, Water & Sewer Lines, Storm Drainage, Earthwork, Concrete, Bridge, Roads***
8. Have you ever failed to complete any work awarded to you?  
***No***
9. Have you ever defaulted on a contract?  
***No***
10. List similar projects recently completed by your company.  
***See attached listing***
11. Background and experience of field personnell currently employed by your organization who will perform the work  
***See attached listing***
12. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.  
***See attached listing***
13. Will you, upon request, fill out a detailed financila statement and furnish any other information that may be required by the City of Fayetteville.  
***Yes***



<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>	<u>EXPECTED COMPLETION</u>
Broken Arrow Water Treatment Plant	\$57,792,270.45	12/14
Five Mile Creek Wastewater Treatment Plant	\$5,355,200.00	12/14
Hedge Lane Pump Station	\$21,280,000.00	02/16
Monett Water Treatment Plant	\$11,365,000.00	02/15
Grove WTP Improvements	\$7,881,000.00	12/14
Joe Creek 61st Street	\$4,264,287.00	12/14
AB Jewell Pump Replacement	\$2,249,350.00	12/14
Willowood Channel Improvement	\$3,132,600.00	12/14
Locust Grove WWTP	\$2,635,200.00	01/15
Tyson Data Center	\$14,324,555.75	07/15
56th ST Waterline	\$2,097,790.00	8/15
Cherryvale Pump Station Modification	\$502,350.00	06/15
City of Olathe Membrane	\$1,883,998.00	6/15
DL Smith WWTP Final Clarifier	\$793,062.00	4/16
Bonner Springs Back Wash	\$499,900.00	3/15
Perkins Road Booster Pump Station	\$1,228,000.00	12/14
AB Jewell Chlorine Gas Feed	\$526,300.00	02/15
Maxwell Park	\$321,070.00	02/15
Non Arterial Street Rehab Zone 2065C	\$5,464,000.00	06/15
WPC 14-3 Southslope WPC Equipment Replacement	\$948,900.00	05/15
Precast Modular Wall @ South Yale	\$334,504.00	01/15
Rehab & Reconstruct Mingo Road, 31st to 41st	\$2,949,000.00	06/15
8" Waterline Installation & 6" Replacement	\$875,507.58	02/15
Grimes Heights & Unsewered Area Phase II	\$444,266.70	02/15
St Francis Spline Wall	\$84,782.00	09/15
Ochelata WWTP Improvements	\$1,672,000.00	08/15
Fox Lake Trail	\$522,254.80	12/14
Stillwater WWTP Headworks Improvements	\$1,374,000.00	06/15
Southside WWTP Anaerobic Digester Odor Control Improvements	\$3,051,756.00	07/15
AB Jewel HSPS Contract 7	\$2,006,647.00	9/15
SSWWTP Gas Digester Imp	\$2,324,000.00	11/15

10. Similar projects recently completed

Owner	Project Description	Location	Contract Amount	Completion Date	Engineer
<p>City of Broken Arrow                      1700 W Detroit                      Broken Arrow, OK 74013                      918-259-8429</p>	<p><b>Broken Arrow Water Treatment Plant</b>                      addition to replace existing plant - new membrane building, pretreatment basin, presedimentation basin, high service pump building</p>	<p>Broken Arrow, OK</p>	<p>\$57,792,270.45</p>	<p>06/14</p>	<p>HDR                      17111 Preston Road, Ste 200                      Dallas, TX 75248                      972-960-4400</p>
<p>City of Fort Smith                      3900 Kelley Highway                      Fort Smith, AR 72904                      479-784-2231</p>	<p>Lake Fort Smith Water Treatment Plant: Contract No. 3                      40 MGD water treatment plant improvements</p>	<p>Mountainburg, AR</p>	<p>\$31,804,043.00</p>	<p>03/12</p>	<p>Burns &amp; McDonnell                      9400 Ward Parkway                      Kansas City, MO 64114                      816-822-3218</p>
<p>Cedarville Public Schools                      9530 Pirates Point                      Cedarville, AR 72932                      479-474-7220</p>	<p>Cedarville Wastewater Treatment Plant Cedarville Schools                      sewer plant and sewer line, sanitary collection system and treatment plant</p>	<p>Cedarville, AR</p>	<p>\$1,515,736.00</p>	<p>04/13</p>	<p>McClelland Consulting Engineers                      1810 N College, PO Box 1229                      Fayetteville, AR 72702                      479-443-2377</p>

# Ryan Adler

*Project Manager*



Name of Firm:	<b>Crossland Heavy Contractors, Inc.</b>
Project Assignment:	<b>Project Manager</b>
Years of Experience:	<b>5 Years</b>
Education:	<b>Bachelor of Science in Technology Construction Management, Pittsburg State University</b>
Certifications:	<b>Associate Constructor (AC), Trenching &amp; Excavation, Rigging, Signaling, Forklift, OSHA 30 Hour, Concrete Field Testing Technician Grade 1</b>

## Description of Duties

As Project Manager, Ryan is responsible for delivery of a construction job from its conception until the job is complete. He works with the owner to provide and ensure performance and delivery criteria are to the owner's satisfaction. He is responsible for securing all necessary documentation before, during, and after a job. He works with the superintendent to ensure that planning, scheduling, job operations, quality control, safety, and professionalism are maintained on the job-site.

## Work History

Broken Arrow Water Supply Improvements ..... \$57M  
*City of Broken Arrow*

Lake Ft. Smith Water Treatment Plant 10 MGD Upgrade ..... \$31M  
*City of Fort Smith*

# Daniel Becker

*Superintendent*



Name of Firm:	<b>Crossland Heavy Contractors, Inc.</b>
Project Assignment:	<b>Superintendent</b>
Years of Experience:	<b>22 Years</b>
Certifications:	<b>Rigging, Signaling, Confined Space, Trench Excavation Safety, Heart Saver CPR, &amp; Forklift Certified</b>

## Description of Duties

As Project Superintendent, Daniel is ultimately responsible for all project site operations, material deliveries, subcontractor coordination and project schedule maintenance. He works closely with the Project Manager on tracking project costs and maintaining the project budget.

## Work History

Cedarville Public Schools Wastewater collection and treatment system. 1.2 MGD ..... \$1.5m  
*Cedarville Public Schools*

Springdale Head works Improvements..... \$4.9m  
*Springdale Water Utilities*

Stillwater Chemical Feed Building..... \$232,454  
*City of Stillwater*

City of Tulsa Non-Arterial 6100 ..... \$2.7m  
*City of Tulsa*

Lake Ft. Smith Water Treatment Plant..... \$31m  
*City of Fort Smith*

## 12. KEY PERSONNEL EXPERIENCE HISTORY

### **Mark Sell**

#### **President**

Bachelor of Science in Construction Science, Kansas State University

Peter Kiewit Sons, Inc. Omaha, NE (1982 – 1993)

Work history included numerous road & bridge projects throughout the Midwest. River intake pump station, sheet pile river weir across the Kansas River. Subway renovation and light commuter rail projects in Chicago. Lock & Dam #16 renovation in Muscatine Iowa.

Crossland Heavy Contractors, Columbus, KS (1993 – Present )

Started Crossland Heavy Contractors to pursue civil oriented projects including bridge work, water & wastewater treatment facilities, site utilities and pipe work.

### **Mike Kirk**

#### **Vice President**

Crossland Heavy Contractors, Columbus, KS (1993 – Present)

Started working in the construction industry in 1977. Began with Crossland Heavy as a superintendent, was promoted to project manager, and was most recently promoted to vice president and division manager. Strength and knowledge of the industry have allowed multiple job completions on time and on budget.

### **Chris Walters**

#### **Corporate Treasurer**

Bachelor of Science in Construction Management Technology, Oklahoma State University

Crossland Heavy Contractors, Columbus, KS (2005 – Present)

Worked as a project engineer for one year and then promoted to project manager, managing large projects and helping estimate projects. Promoted to Division Manager in 2014 to oversee the Tulsa/Oklahoma City operations

### **Misty Harris**

#### **Corporate Secretary**

Bachelor of Science in Business Administration, Finance, Pittsburg State University

Exchange State Bank, Columbus, KS (1999 – 2001)

Work experience included acting as teller, financial services representative, and loan administrator

American Building Centers, Columbus, KS (2001 – 2004)

Work Experience included all accounting and serving customers at front counter

Crossland Heavy Contractors, Columbus, KS (2005 – Present)

Work experience includes accounting aspects including accounts payable and accounts receivable

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, 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.

Crossland Heavy Contractors

(Name of Bidder)

By:   
MARK SELL

Title: President

**END OF SECTION 0420**

**SECTION 0312**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
Crossland Heavy Contractors, Inc. as Principal, and  
Fidelity and Deposit Company of Maryland as Surety, are  
hereby held and firmly bound unto the City of Fayetteville in the penal sum of  
Five Percent of Amount Bid (5%) 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 **PAUL R. NOLAND WWTP – OZONE DISINFECTION  
FACILITIES**

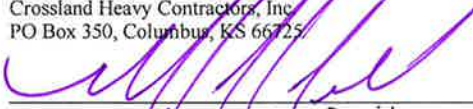
NOW, THEREFORE,

- (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 21st day of November, 2014.

Crossland Heavy Contractors, Inc.  
PO Box 350, Columbus, KS 66725



(Principal) Mark Setl President

Fidelity and Deposit Company of Maryland  
1400 American Lane, Tower I, 18th Floor  
Schaumburg, IL 60196

(Surety)

By:   
Kelly E. Wixson, Attorney-in-Fact

**END OF SECTION 0312**



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

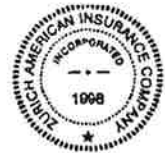
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Carolyn J. JOHNSON, Michael D. WHIPPS and Kelly E. WIXSON, all of Overland Park, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of April, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary  
Eric D. Barnes*

*James M. Carroll*  
*Vice President  
James M. Carroll*

State of Maryland  
City of Baltimore

On this 4th day of April, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of November, 2014.



*Thomas O. McClellan*

Thomas O. McClellan, Vice President

**SECTION 0310**

**BID FORM**

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

**DATE:** November 21, 2014 at 2:00 p.m. LOCAL TIME

Proposal of: VEI General Contractors, Inc.

Address: 202 East 39th Street  
Russellville, AR 72802

Bid For: PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES

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 lump sum and unit prices 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 11/12/14  
#2 dated 11/18/14

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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 Section 0500 - Agreement between City and Contractor

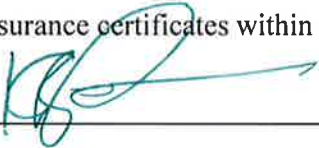
**TAXES**

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

Signature  Title Vice President

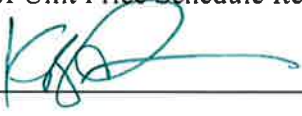
**INSURANCE AND BONDING REQUIREMENTS**

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  Title Vice President

**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  Title Vice President

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**.

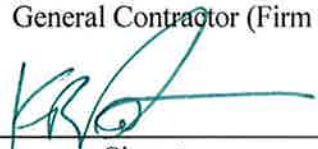
**BIDDER** submitting this **BID** is:

A Corporation, incorporated in the State of Arkansas

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

An Individual whose full name is: \_\_\_\_\_

VEI General Contractors, Inc.  
General Contractor (Firm Name)

BY   
Signature

ATTEST   
Signature

Kelly Freeman / Vice President  
Printed Name & Title

Teresa McEntyre / Project Coordinator  
Printed Name & Title

[CORPORATE SEAL]

November 21, 2014  
Date

202 East 39th Street  
Address

(479) 968-5060  
Telephone Number

Russellville                      Arkansas  
City                                      State

(479) 968-4575  
Fax Number

0007810415  
Contractor's License Number

krf@veigc.com  
email address

SECTION 0310 – BID FORM  
 FAYETTEVILLE, ARKANSAS  
 PAUL R. NOLAND WWTP – OZONE DISINFECTION FACILITIES  
 PRICES BID AND APPROXIMATE QUANTITIES

Item	Description	Estimated Quantity	Unit	Total
1	General Construction	1	LS	\$ 895,000 <sup>00</sup>
2	Concrete Surface Repair	2,700	SF	\$ 132,000 <sup>00</sup>
3	Performance and Payment Bond	1	LS	\$ 12,000 <sup>00</sup>
UNOFFICIAL BID TOTAL				\$ 1,039,000 <sup>00</sup>

The BIDDER'S total above, inclusive of all labor, materials and equipment is his total bid based on his unit prices and the estimated quantities. This figure is for information only at the time of opening bids. The OWNER will prepare the bid tabulation from the unit prices bid. If there is an error in the total by the BIDDER, it shall be revised as only the unit prices shall govern.

Bid Item 1 – represents the full compensation for all construction work as described in the Contract Documents, including civil, structural, mechanical, electrical, instrumentation, heating and ventilation work associated with Ozone Disinfection Facilities, excluding Bid Items 2 and 3.

Bid Item 2 – represents the full compensation for concrete surface repair as shown and specified and as ordered by the Engineer and not specifically included under other items.

Bid Item 3 – represents the full Statutory Performance and Payment Bond amount for the project. Bidder's attention is directed to Section 0600 – Arkansas Statutory Performance and Payment Bond

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>Multicraft Contractors</u>	<u>Springdale, AR</u>	<u>HVAC</u>
2. <u>Amp Control, Inc.</u>	<u>Fort Smith AR</u>	<u>ELECTRICAL</u>
3. _____	_____	_____
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: November 21, 2014

Signature 

Title Vice President



## 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: V/E GENERAL CONTRACTORS, INC.

SIGNATURE:  DATE: 11/21/2014

PRINTED NAME: DANIEL FREEMAN TITLE: VICE-PRESIDENT

**END OF SECTION 0660**

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

VEI General Contractors Inc.

P.O. Box 1032, Russellville, Arkansas 72811

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and  
Travelers Casualty and Surety Company of America  
One Tower Square, Hartford, Connecticut 06183

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Connecticut  
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 W. Mountain Street, Fayetteville, Arkansas 72701

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of the Amount Bid----- Dollars (5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Noland Plant Ozone Disinfection System 1445

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

21st

day of November, 2014

*Teresa A. McEntyre*

TERESA A. MCENTYRE  
Notary Public  
YELL COUNTY, ARKANSAS  
My Commission Expires 3-13-2018  
Commission # 12364937

*Alexis A. Young*  
(Witness)

VEI General Contractors Inc.

(Principal)

(Seal)

*vice president*  
(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

*Sherese D. Escovedo*  
Sherese D. Escovedo (Title)

Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227883

Certificate No. 005872646

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael Halter, Sylvia A. Young, Carolyn Hunter, Sherese D. Escovedo, Jean L. Gramling, Michael Weatherford, Jeremy M. Cox, Jody Lensing, Brian A. Boyd, Miki J. Rogers, and J. Alan Rogers

of the City of Little Rock, State of Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of April, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 16th day of April, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21<sup>st</sup> day of November, 2014

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**VBI**

General  
Contractors

P.O. Box 1032 (72811)  
202 East 39<sup>th</sup> Street  
Russellville, Arkansas 72802

Statement of Bidders  
Qualifications

© actual  
not scanned  
or opened  
11/21/14 H