

City of Fayetteville Staff Review Form

2015-0262

Legistar File ID

6/16/2015

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

Carole Jones

5/29/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with Leigh Earthworks, LLC for Bid #15-34 in the amount of \$35,063 plus a project contingency of \$3,506

Budget Impact:

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------|----------------|------------------|-----------|--|--|-----------------|----|--------|--|--|------------------------|-----------|------------------|-------------------------------|------------|-----------|----|-----------|------------------------------------|-----------|-------------------|--|--|--|--|-------------------------|-----------|------------------|--|
| 4470.9470.5315.00 | Fayetteville Senior Center Parking Lot | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Account Number | Fund | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14006.1 | Fayetteville Senior Center Parking Lot | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Number | Project Title | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 10%;">\$</td> <td style="width: 10%; text-align: right;">57,697.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td>\$</td> <td style="text-align: right;">302.50</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td>\$</td> <td style="text-align: right;">57,394.50</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Item Cost</td> <td>\$</td> <td style="text-align: right;">38,569.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>No</u></td> <td>Budget Adjustment</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td>\$</td> <td style="text-align: right;">18,825.50</td> </tr> </table> | Budgeted Item? | <u>Yes</u> | Current Budget | \$ | 57,697.00 | | | Funds Obligated | \$ | 302.50 | | | Current Balance | \$ | 57,394.50 | Does item have a cost? | <u>Yes</u> | Item Cost | \$ | 38,569.00 | Budget Adjustment Attached? | <u>No</u> | Budget Adjustment | | | | | Remaining Budget | \$ | 18,825.50 | |
| Budgeted Item? | <u>Yes</u> | Current Budget | \$ | 57,697.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Funds Obligated | \$ | 302.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Current Balance | \$ | 57,394.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Does item have a cost? | <u>Yes</u> | Item Cost | \$ | 38,569.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Budget Adjustment Attached? | <u>No</u> | Budget Adjustment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Remaining Budget | \$ | 18,825.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 16, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
 Connie Edmonston, Parks and Recreation Director
 Alison Jumper, Park Planning Superintendent

FROM: Carole Jones, Park Planner II

DATE: May 29, 2015

SUBJECT: Approval of a contract with Leigh Earthworks, LLC for Bid #15-34 in the amount of \$35,063 plus a project contingency of \$3,506

RECOMMENDATION:

Approval of a contract with Leigh Earthworks, LLC for Bid #15-34 in the amount of \$35,063 plus a project contingency of \$3,506

BACKGROUND:

The Fayetteville Senior Activity and Wellness Center opened in July 2003. The goals of the center are to help senior Arkansans remain healthy, active, independent and contributing members of the community as long as possible. The center offers wellness/exercise programs as well as a wide range of daily activities. They also offer delivered home meals to homebound seniors through the meals on wheels program.

The center has flourished and become a popular, well-used facility. Senior residents and center staff have requested additional parking for many years. Parking improvements were identified in the 2015 Capital Improvement Plan. The project includes the addition of eight new standard parking spaces and restriping of the existing parking lots at the center. This will result in a total of 12 additional standard parking spaces and three new motorcycle/scooter spaces. Parking lot trees and site restoration are also included.

DISCUSSION:

The project was advertised on April 24 and May 1, and bids were opened on May 21, 2015. Seven vendors submitted bids as shown in the following table:

| Bidder | Total Base Bid |
|----------------------------------|--------------------|
| Arco Excavation and Paving, Inc. | \$69,025.00 |
| Fochtman Enterprises, Inc. | \$49,826.00 |
| LJB Construction, Inc. | \$48,413.00 |
| C3 Consulting, Inc. | \$43,896.00 |
| Sweetser Construction, Inc. | \$43,402.50 |
| Tomlinson Asphalt Company, Inc. | \$38,732.10 |
| Leigh Earthworks, LLC | \$35,063.00 |

Leigh Earthworks, LLC was the low bid in the amount of \$35,063. (See attached certified bid tabulation.) If approved, the construction of the project is anticipated to begin in July.

BUDGET/STAFF IMPACT:

This project is funded with Sales Tax Funds. The cost of \$35,063 is accounted for in project number 14006 – Senior Center Parking Improvements.

Attachments:

Bid Submittal – Leigh Earthworks, LLC
Certified Bid Tabulation
Agreement Signed by Contractor
PO Request

City of Fayetteville
Bid 15-34, Construction – Senior Center Parking Lot Expansion Re-Bid
Bid Form

Contract Name: Bid 15-34, Construction – Senior Center Parking Lot Expansion Re-Bid
Bid Number 15-34

BID TO:

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

BID FROM:

Bidder: Beigh Earthworks, LLC

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| <u>Number</u> | <u>Date</u> |
|---------------|----------------|
| <u>1</u> | <u>5/20/15</u> |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

- a. **Attachment A:** Technical Specifications (Included electronically with FILE 1)
- b. **Attachment B:** Project Drawings (Distributed electronically with FILE 2)

40. **ADDITIONAL PROJECT REQUIREMENTS:**

- a. Bidders shall have experience in providing products and/or services of the same or similar nature for a minimum of five (5) years.
- b. Work shall be completed within thirty (30) calendar days of Notice to Proceed.
- c. All work shall be performed between the hours of 7:00 AM and 11:00 PM, Monday through Sunday, as allowed by the Fayetteville Noise Ordinance.
- d. All applicable permits will be required; however, fees for City associated permits will be waived.
- e. The City will not hold a retainage from payments associated with this project.
- f. There will be no liquidated damages associated with this bid.
- g. Department of Labor Prevailing Wage Rates will apply only to bids exceeding \$75,000.
- h. Work shall not start without the acceptance of insurance, performance and payment bonds by the City.
- i. Warranty: Contractor shall provide a complete 1 year material and workmanship warranty beginning from the date of acceptance by the City.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

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

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

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Price:

| Item # | Description | Unit | Quantity | Unit Price | Total |
|----------------|--|------|----------|-------------------------|--------------------|
| 1 | Mobilization – shall not exceed 5% of bid | LS | 1 | 900 ¹⁰ | 900 ¹⁰ |
| 2 | Erosion Control | LS | 1 | 1350 ¹⁰ | 1350 ¹⁰ |
| 3 | Clearing, Grubbing and Demolition | LS | 1 | 525 ¹⁰ | 525 ¹⁰ |
| 4 | Curb and Gutter Removal | LF | 90 | 150 ¹⁰ | 135 ¹⁰ |
| 5 | Sidewalk Removal | SF | 70 | 80 ¹⁰ | 56 ¹⁰ |
| 6 | Undercut and Backfill (as directed) | CY | 100 | 750 ¹⁰ | 750 ¹⁰ |
| 7 | Unclassified Excavation | CY | 125 | 750 ¹⁰ | 937 ¹⁰ |
| 8 | Subgrade Preparation | SY | 220 | 150 ¹⁰ | 330 ¹⁰ |
| 9 | 4" Topsoil Placement | SY | 130 | 275 ¹⁰ | 357 ¹⁰ |
| 10 | Standard Concrete Curb and Gutter | LF | 130 | 20 ¹⁰ | 2600 ¹⁰ |
| 11 | Sidewalk Handicap Access Ramp | SY | 5 | 100 ¹⁰ | 500 ¹⁰ |
| 12 | Sidewalk Underdrain | EA | 1 | 700 ¹⁰ | 700 ¹⁰ |
| 13 | 6" Depth Class 7 Aggregate Base Course | SY | 220 | 9 ¹⁰ | 1980 ¹⁰ |
| 14 | Asphalt Concrete Hot Mix Surface Course | SY | 160 | 55 ¹⁰ | 8800 ¹⁰ |
| 15 | Remove and Reinstall Mailbox | EA | 1 | 50 ¹⁰ | 50 ¹⁰ |
| 16 | 4" Thick Concrete Bicycle Parking Pad w/Rack | LS | 1 | 800 + 432 ¹⁰ | 1232 ¹⁰ |
| 17 | Pavement Marking Removal (Handicap Symbols) | EA | 7 | 20 ¹⁰ | 140 ¹⁰ |
| 18 | Motorcycle/Scooter Parking Sign | EA | 3 | 250 ¹⁰ | 750 ¹⁰ |
| 19 | 4" Pavement Marking (Paint) | LF | 1,350 | 65 ¹⁰ | 877 ¹⁰ |
| 20 | 12" Crosswalk Pavement Marking (Paint) | LF | 50 | 2 ¹⁰ | 100 ¹⁰ |
| 21 | Fire Lane Striping (Paint) | LF | 500 | 75 ¹⁰ | 375 ¹⁰ |
| 22 | Handicap Pavement Symbol (Paint) | EA | 9 | 40 ¹⁰ | 360 ¹⁰ |
| 23 | Tree Protection Fencing | LF | 370 | 1150 ¹⁰ | 4255 ¹⁰ |
| 24 | Parking Lot Trees | EA | 8 | 735 ¹⁰ | 5800 ¹⁰ |
| 25 | Seeding | SY | 130 | 935 ¹⁰ | 1202 ¹⁰ |
| Total Base Bid | | | | | 35063.00 |

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: Leigh Earthworks, LLC (SEAL)

By: Rhonda DeBore

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): Leigh Earthworks, LLC

Business address: 16726 Sunset Rd Winslow, AR 72959

Phone No.: 479-634-7761 FAX No.: 479-634-7212

OPTION 3: A Corporation OR LLC

Corporation Name: _____ (SEAL)

Date of Incorporation: _____

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

By: _____

(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Business address: _____

Phone No.: _____ FAX No.: _____

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Glutchens Construction, Gardisser Construction, MJ Mitchell Enterprises,
Marking Systems,

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the bid documents.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the bid document.

Section 7 – Debarment:

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

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

Section 8 – Communications:

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

Leigh Earthworks, LLC

Phone No. 479-634-7761

FAX No. 479-634-7212

Section 9 – SIGNATURE:

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

SUBMITTED on this 21st Date of May, 2015

Arkansas State Contractor License No. 0213470515

City of Fayetteville
Bid 15-34, Construction – Senior Center Parking Lot Expansion Re-Bid
Vendor References

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

COMPANY NAME: Welp Earthworks, LLC

BUSINESS ADDRESS: 16726 Sunset Rd. Winslow, AR 72959

NUMBER OF YEARS IN BUSINESS: 4 HOW LONG IN PRESENT LOCATION: 4

TOTAL NUMBER OF CURRENT EMPLOYEES: 1 FULL TIME 1 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 1 FULL TIME 1 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Baldwin & Shell Construction Co
COMPANY NAME

Rogers, AR 72758
CITY, STATE, ZIP

Joe Toher
CONTACT PERSON

479-644-9012
TELEPHONE

12/31/14
DATE COMPLETED

Jtoher@baldwinshell.com
E-MAIL ADDRESS

3. Stonebridge Construction
COMPANY NAME

Jonesboro, AR 72401
CITY, STATE, ZIP

Matt Davis
CONTACT PERSON

870-926-0701
TELEPHONE

4/9/15
DATE COMPLETED

mdavis@sbconst.com
E-MAIL ADDRESS

2. Mahan Construction INC
COMPANY NAME

Little Rock, AR 72201
CITY, STATE, ZIP

Butch Stewart
CONTACT PERSON

501-626-0191
TELEPHONE

3/23/15
DATE COMPLETED

Angela@MahanConstruction.Net
E-MAIL ADDRESS

4. SEMS INC.
COMPANY NAME

Baton Rouge, LA 70815
CITY, STATE, ZIP

Mike Hebert
CONTACT PERSON

225-924-2002
TELEPHONE

11/30/14
DATE COMPLETED

Mhebert@semsinc.net
E-MAIL ADDRESS

City of Fayetteville

Bid 15-34, Construction – Senior Center Parking Lot Expansion Re-Bid

Contract – Between City and Contractor

This contract executed this 21st day of May, 2015, between the City of Fayetteville, Arkansas, and Leigh Earthworks LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Leigh Earthworks at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 15-34 as stated in Construction bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 15-34, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Leigh Earthworks based on their bid proposal in an amount not to exceed \$ 35063.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Leigh Earthworks consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 15-34 with the specifications and conditions typed thereon.
 - B. Leigh Earthworks' bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Leigh Earthworks and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Leigh Earthworks.
5. Leigh Earthworks shall not assign its duties under the terms of this agreement.
6. Leigh Earthworks agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Leigh Earthworks performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Leigh Earthworks shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Leigh Earthworks shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount



NOTICE TO PURCHASER: IN THE EVENT THIS CHECK IS LOST, MISPLACED OR STOLEN, A SWORN STATEMENT AND 90 DAY WAITING PERIOD WILL BE REQUIRED PRIOR TO REPLACEMENT. THIS CHECK SHOULD BE NEGOTIATED WITHIN 90 DAYS.

Cashier's Check

Date: 5/21/15 **100719551**

Branch: 5540

REMITTER LEIGH EARTHWORKS

PAY EXACTLY **1,753 AND 15/100 DOLLARS
TO THE
ORDER OF CITY OF FAYETTEVILLE

$\frac{43}{100}$
 \$1,753.15

VOID AFTER 90 DAYS

Robert A. Fehlman

BID 15-34

⑈ 100719551 ⑈ ⑆ 082900432 ⑆ ⑆ 11088376 ⑈



City of Fayetteville, Arkansas
Purchasing Division

OFFICIAL BID TABULATION
Bid 15-34, Construction - Senior Center Parking Lot - REBID
Thursday, May 21, 2015 2:00 PM, local time

| ITEM | DESCRIPTION | Est Qty | Unit | Arco Excavation and Paving Inc | | C3 Consulting Inc | | Fochtman Enterprises Inc | | Leigh Earthworks | | LJB Construction Inc | | Sweetser Construction Inc | | Tomlinson Asphalt Inc | |
|----------------|--|---------|------|--------------------------------|--------------|-------------------|--------------|--------------------------|--------------|------------------|--------------|----------------------|--------------|---------------------------|--------------|-----------------------|--------------|
| | | | | PRICE PER UNIT | TOTAL | PRICE PER UNIT | TOTAL | PRICE PER UNIT | TOTAL | PRICE PER UNIT | TOTAL | PRICE PER UNIT | TOTAL | PRICE PER UNIT | TOTAL | PRICE PER UNIT | TOTAL |
| 1 | Mobilization - shall not exceed 5% of bid | 1 | LS | \$ 13,000.00 | \$ 13,000.00 | \$ 699.25 | \$ 699.25 | \$ 2,000.00 | \$ 2,000.00 | \$ 900.00 | \$ 900.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 1,750.00 | \$ 1,750.00 |
| 2 | Erosion Control | 1 | LS | \$ 6,500.00 | \$ 6,500.00 | \$ 1,048.87 | \$ 1,048.87 | \$ 2,500.00 | \$ 2,500.00 | \$ 1,350.00 | \$ 1,350.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 800.00 | \$ 800.00 | \$ 1,900.00 | \$ 1,900.00 |
| 3 | Clearing, Grubbing, and Demolition | 1 | LS | \$ 10,000.00 | \$ 10,000.00 | \$ 3,076.69 | \$ 3,076.69 | \$ 5,000.00 | \$ 5,000.00 | \$ 525.00 | \$ 525.00 | \$ 4,613.00 | \$ 4,613.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 3,297.00 | \$ 3,297.00 |
| 4 | Curb and Gutter Removal | 90 | LF | \$ 10.00 | \$ 900.00 | \$ 4.66 | \$ 419.40 | \$ 10.00 | \$ 900.00 | \$ 1.50 | \$ 135.00 | \$ 20.00 | \$ 1,800.00 | \$ 25.00 | \$ 2,250.00 | \$ 13.89 | \$ 1,250.10 |
| 5 | Sidewalk Removal | 70 | SF | \$ 1.00 | \$ 70.00 | \$ 5.99 | \$ 419.30 | \$ 10.00 | \$ 700.00 | \$ 0.80 | \$ 56.00 | \$ 3.00 | \$ 210.00 | \$ 5.00 | \$ 350.00 | \$ 14.14 | \$ 989.80 |
| 6 | Undercut and Backfill (as directed) | 100 | CY | \$ 25.00 | \$ 2,500.00 | \$ 30.77 | \$ 3,077.00 | \$ 30.00 | \$ 3,000.00 | \$ 7.50 | \$ 750.00 | \$ 17.00 | \$ 1,700.00 | \$ 34.00 | \$ 3,400.00 | \$ 44.87 | \$ 4,487.00 |
| 7 | Unclassified Excavation | 125 | CY | \$ 15.00 | \$ 1,875.00 | \$ 27.97 | \$ 3,496.25 | \$ 18.00 | \$ 2,250.00 | \$ 7.50 | \$ 937.50 | \$ 30.00 | \$ 3,750.00 | \$ 24.00 | \$ 3,000.00 | \$ 16.16 | \$ 2,020.00 |
| 8 | Subgrade Preparation | 220 | SY | \$ 2.25 | \$ 495.00 | \$ 14.24 | \$ 3,132.80 | \$ 5.00 | \$ 1,100.00 | \$ 1.50 | \$ 330.00 | \$ 20.00 | \$ 4,400.00 | \$ 3.00 | \$ 660.00 | \$ 5.00 | \$ 1,100.00 |
| 9 | 4 Inch Topsoil Placement | 130 | SY | \$ 10.00 | \$ 1,300.00 | \$ 37.62 | \$ 4,890.60 | \$ 15.00 | \$ 1,950.00 | \$ 2.75 | \$ 357.50 | \$ 8.00 | \$ 1,040.00 | \$ 4.00 | \$ 520.00 | \$ 4.90 | \$ 637.00 |
| 10 | Standard Concrete Curb and Gutter | 130 | LF | \$ 16.00 | \$ 2,080.00 | \$ 12.59 | \$ 1,636.70 | \$ 25.00 | \$ 3,250.00 | \$ 20.00 | \$ 2,600.00 | \$ 15.00 | \$ 1,950.00 | \$ 24.00 | \$ 3,120.00 | \$ 14.50 | \$ 1,885.00 |
| 11 | Sidewalk Handicap Access Ramp | 5 | SY | \$ 1,000.00 | \$ 5,000.00 | \$ 83.91 | \$ 419.55 | \$ 150.00 | \$ 750.00 | \$ 100.00 | \$ 500.00 | \$ 200.00 | \$ 1,000.00 | \$ 1,400.00 | \$ 7,000.00 | \$ 215.13 | \$ 1,075.65 |
| 12 | Sidewalk Underdrain | 1 | EA | \$ 1,500.00 | \$ 1,500.00 | \$ 839.10 | \$ 839.10 | \$ 850.00 | \$ 850.00 | \$ 700.00 | \$ 700.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 1,600.00 | \$ 1,600.00 | \$ 1,631.15 | \$ 1,631.15 |
| 13 | 6 Inch Depth Class 7 Aggregate Base Course | 220 | SY | \$ 10.00 | \$ 2,200.00 | \$ 8.30 | \$ 1,826.00 | \$ 13.00 | \$ 2,860.00 | \$ 9.00 | \$ 1,980.00 | \$ 15.00 | \$ 3,300.00 | \$ 7.50 | \$ 1,650.00 | \$ 11.09 | \$ 2,439.80 |
| 14 | Asphalt Concrete Hot Mix Surface Course | 160 | SY | \$ 25.00 | \$ 4,000.00 | \$ 24.47 | \$ 3,915.20 | \$ 66.00 | \$ 10,560.00 | \$ 55.00 | \$ 8,800.00 | \$ 45.00 | \$ 7,200.00 | \$ 25.00 | \$ 4,000.00 | \$ 24.00 | \$ 3,840.00 |
| 15 | Remove and Reinstall Mailbox | 1 | EA | \$ 300.00 | \$ 300.00 | \$ 69.62 | \$ 69.62 | \$ 300.00 | \$ 300.00 | \$ 50.00 | \$ 50.00 | \$ 250.00 | \$ 250.00 | \$ 300.00 | \$ 300.00 | \$ 400.00 | \$ 400.00 |
| 16 | 4 Inch Thick Concrete Bicycle Parking Pad w/Rack | 1 | LS | \$ 1,800.00 | \$ 1,800.00 | \$ 1,328.57 | \$ 1,328.57 | \$ 2,260.00 | \$ 2,260.00 | \$ 1,232.00 | \$ 1,232.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,912.00 | \$ 1,912.00 |
| 17 | Pavement Marking Removal (Handicap Symbols) | 7 | EA | \$ 350.00 | \$ 2,450.00 | \$ 119.87 | \$ 839.09 | \$ 120.00 | \$ 840.00 | \$ 20.00 | \$ 140.00 | \$ 40.00 | \$ 280.00 | \$ 110.00 | \$ 770.00 | \$ 101.00 | \$ 707.00 |
| 18 | Motorcycle/Scooter Parking Sign | 3 | EA | \$ 325.00 | \$ 975.00 | \$ 186.47 | \$ 559.41 | \$ 180.00 | \$ 540.00 | \$ 250.00 | \$ 750.00 | \$ 275.00 | \$ 825.00 | \$ 165.00 | \$ 495.00 | \$ 151.50 | \$ 454.50 |
| 19 | 4 Inch Pavement Marking (Paint) | 1,350 | LF | \$ 1.00 | \$ 1,350.00 | \$ 0.72 | \$ 972.00 | \$ 1.00 | \$ 1,350.00 | \$ 0.65 | \$ 877.50 | \$ 0.60 | \$ 810.00 | \$ 0.60 | \$ 810.00 | \$ 0.56 | \$ 756.00 |
| 20 | 12 inch Crosswalk Pavement Marking (Paint) | 50 | LF | \$ 2.00 | \$ 100.00 | \$ 6.99 | \$ 349.50 | \$ 12.00 | \$ 600.00 | \$ 2.00 | \$ 100.00 | \$ 2.00 | \$ 100.00 | \$ 11.00 | \$ 550.00 | \$ 10.10 | \$ 505.00 |
| 21 | Fire Lane Striping (Paint) | 500 | LF | \$ 1.50 | \$ 750.00 | \$ 0.84 | \$ 420.00 | \$ 1.00 | \$ 500.00 | \$ 0.75 | \$ 375.00 | \$ 0.70 | \$ 350.00 | \$ 0.60 | \$ 300.00 | \$ 0.56 | \$ 280.00 |
| 22 | Handicap Pavement Symbol (Paint) | 9 | EA | \$ 350.00 | \$ 3,150.00 | \$ 41.95 | \$ 377.55 | \$ 30.00 | \$ 270.00 | \$ 40.00 | \$ 360.00 | \$ 40.00 | \$ 360.00 | \$ 27.50 | \$ 247.50 | \$ 26.00 | \$ 234.00 |
| 23 | Tree Protection Fencing | 370 | LF | \$ 5.00 | \$ 1,850.00 | \$ 10.28 | \$ 3,803.60 | \$ 7.00 | \$ 2,590.00 | \$ 11.50 | \$ 4,255.00 | \$ 5.00 | \$ 1,850.00 | \$ 5.00 | \$ 1,850.00 | \$ 2.78 | \$ 1,028.60 |
| 24 | Parking Lot Trees | 8 | EA | \$ 450.00 | \$ 3,600.00 | \$ 716.73 | \$ 5,733.84 | \$ 282.00 | \$ 2,256.00 | \$ 725.00 | \$ 5,800.00 | \$ 600.00 | \$ 4,800.00 | \$ 385.00 | \$ 3,080.00 | \$ 450.00 | \$ 3,600.00 |
| 25 | Seeding | 130 | SY | \$ 5.00 | \$ 650.00 | \$ 4.16 | \$ 540.80 | \$ 5.00 | \$ 650.00 | \$ 9.25 | \$ 1,202.50 | \$ 2.50 | \$ 325.00 | \$ 5.00 | \$ 650.00 | \$ 4.25 | \$ 552.50 |
| TOTAL BASE BID | | | | | \$ 68,395.00 | | \$ 43,890.69 | | \$ 49,826.00 | | \$ 35,063.00 | | \$ 48,413.00 | | \$ 43,402.50 | | \$ 38,732.10 |

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

CERTIFIED: P. Vice Carolyn Reef 5-22-15
P. Vice, Purchasing Manager Witness Date

** Bid is rejected due to mobilization percentage exceeding allowed amount
** Denotes Calculation error



This contract executed this ____ day of _____, 2015, between the City of Fayetteville, Arkansas, and Leigh Earthworks, LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Leigh Earthworks, LLC at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 15-34 as stated in Leigh Earthworks, LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 15-34, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Leigh Earthworks, LLC based on their bid proposal in an amount not to exceed \$35,063. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Leigh Earthworks, LLC consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 15-34 with the specifications and conditions typed thereon.
 - B. Leigh Earthworks, LLC bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Leigh Earthworks, LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Leigh Earthworks, LLC.
5. Leigh Earthworks, LLC shall not assign its duties under the terms of this agreement.
6. Leigh Earthworks, LLC agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Leigh Earthworks, LLC performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Leigh Earthworks, LLC shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Leigh Earthworks, LLC shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation
Comprehensive General &
Automobile Insurance

Statutory Amount

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Leigh Earthworks, LLC.

8. Leigh Earthworks, LLC to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Leigh Earthworks, LLC with 30 days written notice.
10. This project shall be completed within **30 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. 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, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: 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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2015.

CONTRACTOR

CITY OF FAYETTEVILLE, ARKANSAS

By: Rhonda DeVore
Signature

By: _____
LIONELD JORDAN, Mayor

Rhonda DeVore
Printed Contractor Name & Title

Racinda Biswell
ATTEST (Signature)

ATTEST: (Signature)

Racinda Biswell
Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

16726 Sunset Rd
City, State & Zip Code WINSLOW, AR 72959

Date Signed: 5/26/2015

Date Signed: _____

City of Fayetteville - Purchase Order Request (PO)
 (Not a Purchase Order)
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.: _____ Date: **5/29/2015**
 P.O Number: _____

Vendor #: **25621** Vendor Name: **Leigh Earthworks, LLC**

Mail Yes No **Legistar#: 2015-0262**

Address: **16726 Sunset Road** FOB Point: _____

Taxable Yes No **Expected Delivery Date:**

City: **Winslow** State: **AR** Zip Code: **72959** Ship to code: _____

Quotes Attached Yes No

Requester: **Carole Jones** Requester's Employee #: **3003**

Extension: **3472**

| Item | Description | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Number | Project.Sub# | Inventory # | Fixed Asset # |
|------|---|----------|---------------|--------------------|--------------------|--------------------------|----------------|-------------|---------------|
| 1 | Construction - Senior Center Parking Lot Improvements per Bid #15-34 | 1 | LS | \$35,063.00 | \$35,063.00 | 4470.9470.5315.00 | 14006.1 | | |
| 2 | | | | | \$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:
 Tax is included.

Subtotal: **\$35,063.00**
 Tax: **\$0.00**
 Total: **\$35,063.00**

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____
 Chief Financial Officer: _____ Budget Director: _____ IT Director: _____
 Dispatch Manager: _____ Utilities Manager: _____ Other: _____