

City of Fayetteville Staff Review Form

2015-0309

Legistar File ID

7/21/2015

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

Chris Brown

7/1/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$755,654.50 with Goodwin & Goodwin, Inc. for the construction of the Mission & Old Wire Rd. Intersection Water and Sewer Improvement Project, approve a project contingency of \$113,000 (15%), and approve a Budget Adjustment.

Budget Impact:

5400.5600.5808.00	Water and Sewer Fund																														
4520.9555.5809.00	Sales Tax Construction Bond Fund																														
Account Number	Fund																														
06035.2600	Old Wire Road (Mission to 265)																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Budgeted Item?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">20,029,672.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">5,687,611.99</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">14,342,060.01</td> </tr> </table>	Budgeted Item?	<u>Yes</u>	Current Budget	\$	20,029,672.00			Funds Obligated	\$	5,687,611.99			Current Balance	\$	14,342,060.01	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Does item have a cost?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;">Item Cost</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">868,654.50</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">586,578.00</td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">14,059,983.51</td> </tr> </table>	Does item have a cost?	<u>Yes</u>	Item Cost	\$	868,654.50	Budget Adjustment Attached?	<u>Yes</u>	Budget Adjustment	\$	586,578.00			Remaining Budget	\$	14,059,983.51
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V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: Item cost reflects contract of \$755,654.50 plus a contingency of \$113,000 for a total item cost of \$868,654.50



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 21, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: July 2, 2015

SUBJECT: **Approval of a contract in the amount of \$755,654.50 with Goodwin & Goodwin, Inc. for the construction of the Mission & Old Wire Rd. Intersection Water and Sewer Improvements Project, approve a project contingency of \$113,300.00 (15%), and a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$755,654.50 to Goodwin & Goodwin, Inc. for the construction of the Mission & Old Wire Rd. Intersection Water and Sewer Improvements Project, approval of a project contingency of \$113,000 (15%), and approval of the attached Budget Adjustment.

BACKGROUND:

The Arkansas Highway and Transportation Department will be bidding the construction of the Hwy 45 and Old Wire Road Intersection project in the fall of 2015. This project includes improvements to the lane configuration to allow for the installation of a traffic signal. Sidewalk installation and storm sewer are also included in the work proposed by the AHTD. AHTD is responsible for the engineering, advertising and awarding the construction contract, and construction inspection of the project. The City is responsible for relocation of the public water and sewer mains as well as acquisition of the rights-of-way and utility easements to accommodate this project. The project was approved for Federal (80%) and State (10%) funding with the City responsible for the remaining 10%. The total amount of Federal Funds available is \$1,200,000.

The City of Fayetteville Transportation Committee recommended that staff pursue underground relocations of the overhead electric and the communications. In order to facilitate the underground relocations, conduit was included in this project to accommodate both AEP/SWEPCO and Cox Communications.

DISCUSSION:

On June 30, 2015, the City received one (1) construction bid for this project. Goodwin & Goodwin, Inc. submitted the bid which was approximately 17% above the Engineer's Estimate of \$646,783.00.

Schedule 1 (Water and Sewer Fund) - Includes all of the work required to relocate the City's water and sewer facilities for the roadway project. Total bid for Schedule 1 is \$510,302.50.

Schedule 2 (Transportation Bond Fund) - Includes installation of conduit necessary for the underground relocation of the electric and communication lines for the roadway project. Total bid for Schedule 2 is \$245,352.00.

Total bid for this project is \$755,654.50.

Engineering staff recommends awarding this contract to Goodwin & Goodwin, Inc. The contract time is 90 days (3 months) for substantial completion.

BUDGET/STAFF IMPACT:

The water and sewer relocations in this project are funded by the Water and Sewer Fund. The conduit for the utility relocations is funded by the Transportation Bond Fund.

Attachments:

Bid Tab
Section 0500 Agreement
Section 0400 Bid Form
Budget Adjustment
Purchase Order Request



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION

Bid 15-39, Construction - Mission & Old Wire Rd. Intersection Water & Sewer Improvements
Tuesday, June 30, 2015, 2:00 PM, Local Time

					Goodwin & Goodwin Inc	
ITEM	DESCRIPTION	QTY.	UNIT		UNIT COST	EXTENDED COST
SCHEDULE 1						
1	Trench and Excavation Safety Systems	1	LS	x	\$ 5,000.00	= \$ 5,000.00
2	Traffic Control and Maintenance	1	LS	x	\$ 25,000.00	= \$ 25,000.00
3	Mobilization (Max 5% of Total Bid Schedule 1)	1	LS	x	\$ 20,000.00	= \$ 20,000.00
4	Site Preparation	1	LS	x	\$ 30,000.00	= \$ 30,000.00
5	8-Inch PVC, C-900, Class 200 DR-14 Water Main	1193	LF	x	\$ 56.00	= \$ 66,808.00
6	6-Inch PVC, C-900, Class 200 DR-14 Water Main	150	LF	x	\$ 45.00	= \$ 6,750.00
7	1-Inch Polyethylene Class 200 Water Service Tubing	662	LF	x	\$ 9.00	= \$ 5,958.00
8	8-Inch Gate Valve w/Box	10	EA	x	\$ 2,300.00	= \$ 23,000.00
9	6-Inch Gate Valve w/Box	2	EA	x	\$ 1,800.00	= \$ 3,600.00
10	Three Way Fire Hydrant Assembly w/Valve	2	EA	x	\$ 4,500.00	= \$ 9,000.00
11	Remove Existing Fire Hydrant and Deliver to Owner	1	EA	x	\$ 800.00	= \$ 800.00
12	6-Inch x 6-Inch Tapping Sleeve & Valve w/Box	4	EA	x	\$ 4,500.00	= \$ 18,000.00
13	Epoxy Coated Ductile Iron Fittings	6000	LB.	x	\$ 0.01	= \$ 60.00
14	5/8" Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	10	EA	x	\$ 900.00	= \$ 9,000.00
15	Remove Existing Meter Setting	10	EA	x	\$ 150.00	= \$ 1,500.00
16	8-Inch Saddle, 1-Inch Corporation Stop and Tap	10	EA	x	\$ 200.00	= \$ 2,000.00
17	12-Inch Direct Bury Steel Casing	40	LF	x	\$ 125.00	= \$ 5,000.00
18	2-Inch Bored Casing	375	LF	x	\$ 60.00	= \$ 22,500.00
19	Cut and Cap Existing 6-Inch Water Main	5	EA	x	\$ 1,700.00	= \$ 8,500.00
20	Adjust Existing Water Valve to Finished Grade	1	EA	x	\$ 300.00	= \$ 300.00
21	Abandon Existing Water Valve	5	LF	x	\$ 600.00	= \$ 3,000.00
22	Tree Protection Fencing	800	LF	x	\$ 8.00	= \$ 6,400.00
23	8-Inch PVC Sewer Main, SDR-26	891	LF	x	\$ 80.00	= \$ 71,280.00
24	4-Inch PVC Sewer Service, SCH 40	325	LF	x	\$ 25.00	= \$ 8,125.00
25	4-Foot Diameter Standard Manhole Up to 6 Feet Deep	6	EA	x	\$ 3,500.00	= \$ 21,000.00
26	Extra Manhole Depth, Over 6 Feet Deep	6	VF	x	\$ 250.00	= \$ 1,500.00
27	Remove Existing Manhole	3	EA	x	\$ 800.00	= \$ 2,400.00
28	Sewer Service Connection on 8" PVC	8	EA	x	\$ 425.00	= \$ 3,400.00
29	4-Inch Manhole Tap for Sewer Service	1	EA	x	\$ 325.00	= \$ 325.00
30	Plug Existing Sewer at Manhole Wall	4	EA	x	\$ 1,000.00	= \$ 4,000.00
31	Connect 8-Inch Sewer to Existing Manhole, Core Drill Manhole Wall	3	EA	x	\$ 2,000.00	= \$ 6,000.00
32	AHTD Pavement Repair, T-Patch	210	SY	x	\$ 225.00	= \$ 47,250.00
33	Asphalt Surface Repair (Driveways)	40	SY	x	\$ 85.00	= \$ 3,400.00
34	Concrete Surface Repair	200	SY	x	\$ 75.00	= \$ 15,000.00
35	Gravel Driveway Repair	40	SY	x	\$ 65.00	= \$ 2,600.00
36	Cold Mix Asphalt Temporary Pavement Repair	50	TON	x	\$ 150.00	= \$ 7,500.00
37	Rock Excavation	50	CY	x	\$ 0.01	= \$ 0.50
38	Erosion Control	1	LS	x	\$ 17,000.00	= \$ 17,000.00
39	Site Photos and Audio/Video Recordings	1	LS	x	\$ 2,000.00	= \$ 2,000.00
40	Sewer Inspection by CCTV	891	LF	x	\$ 6.00	= \$ 5,346.00
41	Site Restoration	1	LS	x	\$ 20,000.00	= \$ 20,000.00
SCHEDULE 1 - TOTAL BID AMOUNT						\$ 510,302.50
SCHEDULE 2						
42	Mobilization for Conduit Installation (Max 5% of Total Bid Schedule 2)	1	LS	x	\$ 10,000.00	= \$ 10,000.00
43	2" SCH 40 PVC Electrical Conduit	906	LF	x	\$ 18.00	= \$ 16,308.00
44	2" Galvanized Rigid Steel Bends	12	EA	x	\$ 125.00	= \$ 1,500.00
45	3" SCH 40 PVC Electrical Conduit	810	LF	x	\$ 20.00	= \$ 16,200.00
46	3" Galvanized Rigid Steel Bends	14	EA	x	\$ 250.00	= \$ 3,500.00
47	4" SCH 40 PVC Electrical Conduit	3450	LF	x	\$ 24.00	= \$ 82,800.00
48	4" Non-Metallic Bends	42	EA	x	\$ 150.00	= \$ 6,300.00
49	6" SCH 40 PVC Electrical Conduit	2844	LF	x	\$ 26.00	= \$ 73,944.00
50	6" Galvanized Rigid Steel Bends	20	EA	x	\$ 675.00	= \$ 13,500.00
51	AHTD Pavement Repair, T-Patch	71	SY	x	\$ 300.00	= \$ 21,300.00
SCHEDULE 2 - TOTAL BID AMOUNT						\$ 245,352.00
TOTAL AMOUNT BID (SCHEDULE 1 + SCHEDULE 2)						\$ 755,654.50

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

CERTIFIED:

P. Vice

Cerwyn Reef

6-30-15

P. Vice, Purchasing Manager

Witness

Date

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Contract Name: MISSION BLVD./OLD WIRE RD. INTERSECTION. WATER AND SEWER
IMPROVEMENT PROJECT

Date: 6-30-15

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Goodwin & Goodwin Inc

Name Bryan Goodwin

Address 3503 Free Ferry Rd FT Smith AR 72903

Principal Office Fort Smith Arkansas

Corporation, partnership, individual, joint
venture, other _____

Arkansas State General Contractor's License Number
00169604.16

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 35 years and has performed work of the nature and magnitude of this Contract for 35 years. Bidder has been in business under its present name for 35 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name,

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

NO

5. Bidder normally performs the following work with his own forces:

Concrete, Install Pipe

Heavy Bore's

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

Les Loue 40 years

Geoff Davis 20 years

Bryan M. Quinn 35 years

David Barca 15 years

See Loue 18 years

Mike Brown 20 years

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

Cincinnati Insurance Company

PO Box 145496

Cincinnati OH - 45250-5496

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 0.85

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets. *over 5 mil*
 - c. Other assets. *over 10 mil*
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

HANKINS Company 6/4/67

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<i>N/A</i>	_____	\$ _____
b.	<i>N/A</i>	_____	\$ _____

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 6-28-, 2015

(OFFICIAL SEAL)

Name of Organization:

Goodwin & Goodwin Inc

By Bryan Goodwin

Title President

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

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 15-39, Construction – Mission & Old Wire Rd. Intersection
Water & Sewer Improvements**

DEADLINE: Tuesday, June 30, 2015 before 2:00 PM, Local Time, Room 306

PRE-BID MEETNG: Monday, June 22, 2015 at 2:00 PM, Local Time, Room 326

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

PURCHASING AGENT: Andrea Foren Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday, June 12 and 19, 2015

INVITATION TO BID

Bid 15-39, Construction – Mission & Old Wire Rd. Intersection

Water and Sewer Improvements

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 Rennie, via e-mail at aforen@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers as a plan holder.

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

***FILE #1:** PROJECT MANUAL: 429 total pages

***FILE #2:** PROJECT DRAWINGS: 16 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.fayetteville-ar.gov>

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

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TABLE OF CONTENTS

MISSION BLVD./OLD WIRE INT. WATER AND SEWER IMPROVEMENT PROJECT

CONTRACT DOCUMENTS

INTRODUCTORY INFORMATION

00010	TABLE OF CONTENTS	00010-1 of 3
00100	BID SOLICITATION	
00120	INVITATION TO BID	00120-1 of 1
00140	BIDDER'S QUALIFICATION STATEMENT	00140-1 of 4
00200	INSTRUCTIONS TO BIDDERS	00200-1 of 10
	PREVAILING WAGE DETERMINATION	1 of 1
00400	BID FORMS AND SUPPLEMENTS	
00400	BID FORM	00400-1 of 9
00410	BID BOND	00410-1 of 2
00430	LIST OF SUBCONTRACTORS	00430-1 of 1
00500	AGREEMENT FORM	
00500	AGREEMENT FORM	00500-1 of 11
00550	NOTICE TO PROCEED	00550-1 of 2
00600	BONDS AND CERTIFICATES	
00610	PERFORMANCE BOND	00610-1 of 3
00611	LABOR AND MATERIAL PAYMENT BOND	00611-1 of 4
00700	CONTRACT GENERAL CONDITIONS	00700-1 of 51
DIVISION 1 - GENERAL REQUIREMENTS		
01110	SUMMARY OF WORK	01110-1 of 3
01250	CONTRACT MODIFICATION PROCEDURES	01250-1 of 2
01270	UNIT PRICES	01270-1 of 2
01271	MEASUREMENT AND PAYMENT FOR WATER IMPROVEMENTS	01271-1 of 13
01290	PAYMENT PROCEDURES	01290-1 of 2
01320	PROJECT MEETINGS, SCHEDULES, AND REPORTS	01320-1 of 2
01321	SCHEDULE	01321-1 of 2
01325	CONSTRUCTION PHOTOGRAPHS	01325-1 of 4
01420	DEFINITIONS AND STANDARDS	01420-1 of 3
01530	BARRIERS AND TEMPORARY CONTROLS	01530-1 of 6
01560	TEMPORARY UTILITIES AND FACILITIES	01560-1 of 7
02444	FENCING	02444-1 of 4

TECHNICAL SPECIFICATIONS

**CITY OF FAYETTEVILLE STANDARD SPECIFICATIONS FOR DESIGN AND
CONSTRUCTION OF WATER LINES AND SEWER LINES**

END OF DOCUMENT

DOCUMENT 00120 – INVITATION TO BID

Contract Name: MISSION BLVD/OLD WIRE RD. INTERSECTION WATER AND SEWER
IMPROVEMENT PROJECT

City of Fayetteville Bid Number 15-39, Construction – Mission & Old Wire Rd. Intersection
Water & Sewer Improvements.

Advertising Dates: Friday, June 12 and June 19, 2015

The City of Fayetteville, AR (City) is accepting sealed bids from properly licensed professionals for the construction of water and sewer main relocations for the intersection of Mission Blvd. and Old Wire Rd. including approximately 1200 feet of water main from 6” to 8” in diameter, approximately 900 feet of 8” sewer main, fire hydrants, fittings, manholes and related facilities.

Sealed bids shall be submitted in a sealed envelope or package labeled Bid 15-39. All bids shall be received by **Tuesday, June 30, 2015 before 2:00 PM, local time** to the City of Fayetteville, Purchasing Division – Room 306, Attention: Andrea Foren Rennie, 113 W Mountain, Fayetteville, Arkansas 72701. All bids will be opened and read aloud immediately following the deadline. Late bids will not be accepted.

A non-mandatory, pre-bid conference will be held on **Monday, June 22, 2015, at 2:00 PM, local time** at the City of Fayetteville Administration Building, City Hall, Room 326 at 113 W. Mountain St, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

All bidders shall register as a plan holder with the City of Fayetteville Purchasing Division. Upon registration, bidders and interested parties will be emailed an electronic set of bid documents. Bidding documents and plans shall be obtained from the City of Fayetteville Purchasing Division. Any questions concerning the bidding process should be addressed to Andrea Foren Rennie, at aforen@fayetteville-ar.gov or by calling (479) 575-8220. No partial sets will be issued.

All bids shall be accompanied by a cashier's check, from a bank located in the State of Arkansas, or a corporate bid bond, in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City. Corporate bid bonds shall be from a reliable surety company and all bid bonds shall serve as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) calendar days after notice of award of contract. Bid guarantees shall be made payable to the City of Fayetteville, AR.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor is exempt for this project.

The successful bidder shall furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the City, and file marked by the Washington County Circuit Clerk's Office is required with a contract awarded amount of \$20,000.00 or more.

DOCUMENT 00120 – INVITATION TO BID (continued)

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 ninety (90) days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren Rennie, CPPO, CPPB
Purchasing Agent
Ad dates: 06/12/15 and 06/19/15

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

September 15, 2014

Matt Casey
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Water and Sewer Improvements
Mission Blvd./Old Wire Rd.
Fayetteville, Arkansas
Washington County

Dear Mr. Casey:

Please be advised that the Arkansas Prevailing Wage Law shall not be construed to apply to or affect highway, road, street, or bridge construction and maintenance or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas State Highway and Transportation Department. Ark. Code Ann. § 22-9-303 (b) (1987).

Since your request is for relocation of water and sewer mains for a highway widening project, the Prevailing Wage Law would exclude the above-referenced project from coverage and you are under no obligation to obtain a wage determination from this department.

Please note that you may access a copy of the Prevailing Wage Law and Regulations at <http://www.labor.ar.gov>.

If you have any questions, or if I can be of further assistance, please contact me at the above address or call (501) 682-4536.

Sincerely,

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

Lorna Kay Smith
Prevailing Wage Division

DOCUMENT 0400 – BID FORM

Contract Name: Mission Blvd. / Old Wire Rd. Intersection
Water and Sewer Improvement Project

Bid Number: 15-39, Construction – Mission & Old Wire Rd. Intersection Water &
Sewer Improvements

BID TO:

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

BID FROM:

Bidder: Goodwin F Goodwin Inc
3503 Freeport Rd
Ft Smith, AR 72903

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner 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.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 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 90 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 Owner's Notice of Award.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 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>
_____	_____
_____	_____
_____	_____
_____	_____

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.

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 Owner 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,

DOCUMENT 00400 – BID FORM (continued)

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 Owner 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

DOCUMENT 00400 – BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- 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.

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Trench and Excavation Safety Systems	LS	1	5,000	5,000
2	Traffic Control and Maintenance	LS	1	25,000	25,000
3	Mobilization (Max 5% of Total Bid Schedule 1)	LS	1	20,000	20,000
4	Site Preparation	LS	1	30,000	30,000
5	8-Inch PVC, C-900, Class 200 DR-14 Water Main	LF	1193	56 ⁰⁰	66,808 ⁰⁰
6	6-Inch PVC, C-900, Class 200 DR-14 Water Main	LF	150	45	6750 ⁰⁰
7	1-Inch Polyethylene Class 200 Water Service Tubing	LF	662	9 ⁰⁰	5958 ⁰⁰
8	8-Inch Gate Valve W/Box	EA	10	23,000⁰⁰ ²³⁰⁰	23,000 ⁰⁰
9	6-Inch Gate Valve W/Box	EA	2	1800	3,600
10	Three Way Fire Hydrant Assembly W/Valve	EA	2	4500	9,000 ⁰⁰
11	Remove Existing Fire Hydrant and Deliver to Owner	EA	1	800	800
12	6-Inch x 6-Inch Tapping Sleeve & Valve W/Box	EA	4	4500	18,000 ⁰⁰

DOCUMENT 00400 – BID FORM (continued)

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
13	Epoxy Coated Ductile Iron Fittings	LB	6000	.014	84.00
14	5/8" Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	10	900	9,000
15	Remove Existing Meter Setting	EA	10	150	1,500
16	8-Inch Saddle, 1-Inch Corporation Stop and Tap	EA	10	200	2,000
17	12-Inch Direct Bury Steel Casing	LF	40	125	5,000
18	2-Inch Bored Casing	LF	375	60	22,500
19	Cut and Cap Existing 6-Inch Water Main	EA	5	1700	8500
20	Adjust Existing Water Valve to Finished Grade	EA	1	300	300
21	Abandon Existing Water Valve	LF	5	600	3000
22	Tree Protection Fencing	LF	800	8.00	6400
23	8-Inch PVC Sewer Main, SDR-26	LF	891	80	71,280
24	4-Inch PVC Sewer Service, SCH 40	LF	325	25	8125
25	4-Foot Diameter Standard Manhole, Up to 6 Feet Deep	EA	6	3500	21,000
26	Extra Manhole Depth, Over 6 Feet Deep	VF	6	250	1,500
27	Remove Existing Manhole	EA	3	800	2,400
28	Sewer Service Connection on 8" PVC	EA	8	425	3400
29	4-Inch Manhole Tap for Sewer Service	EA	1	325	325
30	Plug Existing Sewer at Manhole Wall	EA	4	1000	4000

DOCUMENT 00400 – BID FORM (continued)

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
31	Connect 8-Inch Sewer to Existing Manhole, Core Drill Manhole Wall	EA	3	2,000	6,000 ⁰⁰
32	AHTD Pavement Repair, T-Patch	SY	210	225 ⁰⁰	47,250 ⁰⁰
33	Asphalt Surface Repair (Driveways)	SY	40	85	3400
34	Concrete Surface Repair	SY	200	75 ⁰⁰	15,000 ⁰⁰
35	Gravel Driveway Repair	SY	40	65 ⁰⁰	2600 ⁰⁰
36	Cold Mix Asphalt Temporary Pavement Repair	TON	50	150 ⁰⁰	7500 ⁰⁰
37	Rock Excavation	CY	50	.01 \$.50 \$
38	Erosion Control	LS	1	17000	17,000
39	Site Photos and Audio/Video Recordings	LS	1	2,000	2,000 ⁰⁰
40	Sewer Inspection by CCTV	LF	891	6.00	5,346.00
41	Site Restoration	LS	1	20,000	20,000

TOTAL AMOUNT BID SCHEDULE 1 \$ 510,302.50

DOCUMENT 00400 – BID FORM (continued)

BID SCHEDULE 2					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
42	Mobilization for Conduit Installation (Max 5% of Total Bid Schedule 2)	LS	1	10,000	10,000
43	2" SCH 40 PVC Electrical Conduit	LF	906	18 ⁰⁰	16,308
44	2" Galvanized Rigid Steel Bends	EA	12	125	1500
45	3" SCH 40 PVC Electrical Conduit	LF	810	20 ⁰⁰	16,200 ⁰⁰
46	3" Galvanized Rigid Steel Bends	EA	14	250	3,500
47	4" SCH 40 PVC Electrical Conduit	LF	3450	24 ⁰⁰	82,800 ⁰⁰
48	4" Non-Metallic Bends	EA	42	150	6,300 ⁰⁰
49	6" SCH 40 PVC Electrical Conduit	LF	2844	26 ⁰⁰	73,944 ⁰⁰
50	6" Galvanized Rigid Steel Bends	EA	20	675	13,500 ⁰⁰
51	AHTD Pavement Repair, T-Patch	SY	71	300 ⁰⁰	21,300

TOTAL AMOUNT BID SCHEDULE 2 \$ 245,352.00

TOTAL AMOUNT BID (SCH 1 and SCH 2) \$ 755,654.50

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of Schedule 1 and Schedule 2. Bidders shall bid on both schedules. Failure to bid on both Schedule 1 and Schedule 2 shall result in bid rejection.

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

DOCUMENT 00400 – BID FORM (continued)

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of 5% OF BID, THIRTY EIGHT THOUSAND Dollars (\$ 38,000).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Goodwin & Goodwin-TREC
3503 Free Ferry Rd
FT SMITH AR 72903
Email. PIPEDUDE08@yahoo.com
Phone No. 479-651-7321
FAX No. 479-783-7555

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on June 30th, 2015.

Arkansas State Contractor License No. 0016960416.

DOCUMENT 00400 -BID FORM (continued)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 – BID FORM (continued)

A Corporation or LLC

Corporation Name: Goodwind Goodwin Inc (SEAL)

State of Incorporation: ARKANSAS

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

By: Bryan Goodwin
(Signature – attach evidence of authority to sign)

Name (type or printed): BRYAN GOODWIN

Title: PRESIDENT

Attest: [Signature] (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 3503 Free Ferry Rd
Ft Smith AR 72903

Phone No.: 479-651-7301 FAX No.: 479-783-7555

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

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

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars (\$ _____), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Mission Blvd. / Old Wire Rd. Intersection Water and Sewer Improvement Project

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter
into a Contract with the Owner 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 Principal to enter such
Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not
to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

DOCUMENT 00410 – BID BOND (continued)

which the Owner 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 _____ day of _____ 20____.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

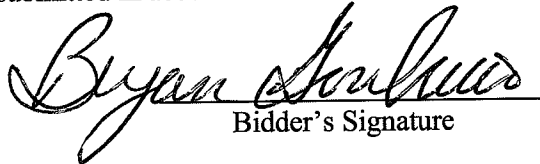
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Mission Blvd. / Old Wire Rd. Intersection Water and Sewer Improvement Project

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	<u>Goodwin & Goodwin - trees</u> <u>3203 Sage Lark Rd</u>	<u>15%</u>
SWPPP/Erosion Control	<u>Goodwin & Goodwin</u>	<u>10%</u>
Water line	<u>Goodwin & Goodwin</u>	<u>35%</u>
Sewer line	<u>Goodwin & Goodwin</u>	<u>25%</u>
Other (designate)	<u>H H Borcia 24 Hwy 60</u>	<u>5%</u>

NOTE: This form must be submitted in accordance with the Instructions to Bidders.


Bidder's Signature

END OF DOCUMENT 00430



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Cincinnati Insurance Company
P. O. Box 145496
Cincinnati, OH 45250-5496

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

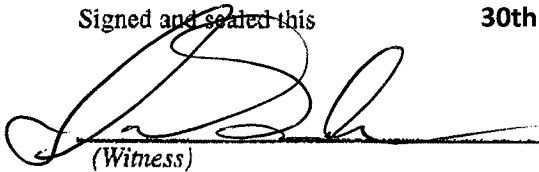
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701


as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL 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 **Mission Blvd/Old Wire Road Intersection Water & Sewer Improvement Project**
(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 **30th** day of **June** **2015**


(Witness)

Goodwin & Goodwin, Inc.
(Principal)  *(Seal)*
(Title)


(Witness)

Cincinnati Insurance Company
(Surety)  *(Seal)*
(Title)
Elizabeth A. Solomon, Attorney-In-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark; Janice A. Butler; Scott Taylor; Elizabeth A. Solomon; Sarah Day and/or Brent Frueh

of Fort Smith, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Denton

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 30th day of June, 2015



Signature of Scott R. Bolan

Assistant Secretary

GOODWIN & GOODWIN, INC.

General, Plumbing & Utility Contractor
3503 Free Ferry Road
Fort Smith, Ar 72903
Cell (479) 651-7321 Fax (479) 783-7555

CITY OF MUSKOGEE, GARVERENG, / Owner city of muskogee

\$ 3.5 mil TOTAL / JOB Complete - 2-1-2016

Garland Ave, City of Fayetteville

Hwy 16 City of Fayetteville.

Razorback Road city Fayetteville

Old wire Road city of Fayetteville.

SPORTS Complex WATER main city of Fayetteville

ALL JOBS Bonded By Cincinnati Insurance Company

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Mission Blvd. / Old Wire Rd. Intersection
Water and Sewer Improvement Project

AHTD Job 040642
F.A.P. STP-9142(32)
Hwy. 45/Old Wire Rd. Signal & Inters. Impvts.
(Fayetteville) (S)
Washington County

Contract No.: 15-39, Construction – Mission & Old Wire Rd. Intersection Water & Sewer
Improvements

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and
between The City of Fayetteville, Arkansas and Goodwin & Goodwin, Inc. (hereinafter called
Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract
Documents. The work under this Contract includes, but is not limited to:

The construction of water and sewer main relocations for the intersection of Mission
Blvd. and Old Wire Rd. including approximately 1200 feet of water main from 6” to 8”
in diameter, approximately 900 feet of 8” sewer main, fire hydrants, fittings, manholes
and related facilities.

Any use of a third party dumpster or roll off container shall be procured from the City of
Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off
container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued
permits shall be waived.

The Contract includes work in AHTD Right-of-way, City of Fayetteville Right-of-way and in
General Utility Easements.

DOCUMENT 00500 – AGREEMENT (continued)

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 **TIME OF THE ESSENCE:**

A. All time limits for milestones, if any, Substantial Completion; and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 **DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:**

- A. **SCHEDULE 1.** The Work will be Substantially Completed within **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **120** calendar days after the date when the Contract Times commence to run.
- B. **SCHEDULE 2.** The Work will be Substantially Completed within **45** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS. Schedule 2 of the project will be considered Substantially Complete when all of the bid items in the schedule have been installed and backfilled.

3.03 **LIQUIDATED DAMAGES:**

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the

DOCUMENT 00500 – AGREEMENT (continued)

Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the

DOCUMENT 00500 – AGREEMENT (continued)

remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03

FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6- CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

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

DOCUMENT 00500 – AGREEMENT (continued)

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
- (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01

CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.

DOCUMENT 00500 – AGREEMENT (continued)

- c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Mission Blvd./Old Wire Rd. Intersection Water and Sewer Improvement Project
8. Addenda numbers one (1) to two(2), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the

DOCUMENT 00500 – AGREEMENT (continued)

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

8.03 **SUCCESSORS AND ASSIGNS:**

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

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

DOCUMENT 00500 – AGREEMENT (continued)

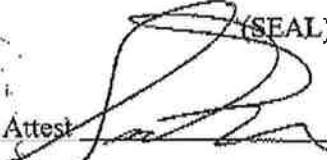
8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

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

CONTRACTOR: <u>Goodwin & Goodwin Inc</u>	CITY OF FAYETTEVILLE _____
<u>Bryan Goodwin</u>	_____
By: <u>Bryan Goodwin</u>	By: <u>Lionel Jordan</u>
Title: <u>President</u>	Title: <u>Mayor</u>

(SEAL)

 Attest _____

(SEAL)
 Attest _____

DOCUMENT 00500 - AGREEMENT (continued)

Address for giving notices

3503 Free Ferry Rd.

Ft. Smith, AR 72903

License No. 0016960414

Agent for Service of process

Bryan Goodwin

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

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500