

**City of Fayetteville Staff Review Form**

**2015-0406**

**Legistar File ID**

**9/15/2015**

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

Chris Brown

8/27/2015

Engineering /  
Development Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approval of a contract in the amount of \$301,201.16 with Tomlinson Asphalt Co., Inc. for the construction of the Lake Fayetteville Trailhead Parking Lot Project and a project contingency of \$30,000 (10%) and approval of a budget adjustment in the amount of \$143,000.00.

**Budget Impact:**

4470.9470.5814.05	Sales Tax Capital Improvements																								
Account Number	Fund																								
15016 / 1	Lake Fayetteville Trailhead (BGSO)																								
Project Number	Project Title																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="width: 10%;"><u>Yes</u></td> <td style="width: 30%;">Current Budget</td> <td style="width: 30%; text-align: right;">\$ 190,000.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$ 489.50</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right; background-color: #cccccc;"><b>\$ 189,510.50</b></td> </tr> </table>	<b>Budgeted Item?</b>	<u>Yes</u>	Current Budget	\$ 190,000.00			Funds Obligated	\$ 489.50			Current Balance	<b>\$ 189,510.50</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"></td> <td style="width: 10%;"></td> <td style="width: 30%;">Item Cost</td> <td style="width: 30%; text-align: right;">\$ 331,201.16</td> </tr> <tr> <td><b>Does item have a cost?</b></td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$ 143,000.00</td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td><u>Yes</u></td> <td>Remaining Budget</td> <td style="text-align: right; background-color: #cccccc;"><b>\$ 1,309.34</b></td> </tr> </table>			Item Cost	\$ 331,201.16	<b>Does item have a cost?</b>	<u>Yes</u>	Budget Adjustment	\$ 143,000.00	<b>Budget Adjustment Attached?</b>	<u>Yes</u>	Remaining Budget	<b>\$ 1,309.34</b>
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V20140710

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:



## CITY COUNCIL AGENDA MEMO

### MEETING OF SEPTEMBER 15, 2015

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Terry Gully, Transportation Services Director  
Chris Brown, City Engineer

**FROM:** Matt Casey, Engineering Design Manager

**DATE:** August 27, 2015

**SUBJECT:** A contract in the amount of \$301,201.16 with Tomlinson Asphalt Co., Inc. for the construction of the Lake Fayetteville Trailhead Parking Lot Project and approval of a project contingency of \$30,000 (10%).

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#### RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$301,201.16 with Tomlinson Asphalt Co., Inc. for the construction of the Lake Fayetteville Trailhead Parking Lot Project and approval of a project contingency of \$30,000 (10%).

#### BACKGROUND:

Trail use at Lake Fayetteville has increased significantly with the completion of the paved trail loop around the lake and the Razorback Regional Greenway along the north side. Trail access from the east side of Lake Fayetteville is currently limited to the Botanical Gardens of the Ozarks parking lot which can often fill to capacity. In the 2015 budget, the City Council approved an individual CIP project to address the growing need for additional parking. The trailhead will include 40 standard parking spots incorporating low impact development features and a connection to the Lake Fayetteville Trail.

#### DISCUSSION:

On August 21, 2015, the City received one (1) construction bids for this project. Tomlinson Asphalt Co., Inc. submitted the bid which was approximately .6% above the Engineer's Estimate of \$299,500.00. Engineering staff recommends awarding this contract to Tomlinson Asphalt Co., Inc. The contract time is 90 days (3 months) for substantial completion.

#### BUDGET/STAFF IMPACT:

This project is funded by the Capital Improvements Program 15016.1. \$190,000 is available in the project. A budget adjustment is included adding \$143,000 to the project from the Sales Tax Capital Fund.

#### Attachments:

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

**DOCUMENT 00500 – AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: Lake Fayetteville Trailhead Parking Lot

Contract No.: 15-46, Lake Fayetteville Trailhead Parking Lot

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between The City of Fayetteville, Arkansas and \_\_\_\_\_ (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 an approximately 23,958 sq. ft. parking lot. The parking lot shall comprise of 42 parking spots consisting of motorcycle/scooter parking, handicap accessible parking, and bike racks. The parking lot will include storm drainage, bioretention and traditional detention.

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.

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

**DOCUMENT 00500 – AGREEMENT (continued)**

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. The Work shall be Substantially Completed within **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion 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.

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 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

**DOCUMENT 00500 – AGREEMENT (continued)**

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) 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.
- 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

**DOCUMENT 00500 – AGREEMENT (continued)**

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 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.

**DOCUMENT 00500 – AGREEMENT (continued)**

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.
- 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

**DOCUMENT 00500 – AGREEMENT (continued)**

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.
- 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.



**DOCUMENT 00500 – AGREEMENT (continued)**

- 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.
  - 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: Lake Fayetteville Trailhead Parking Lot
8. Addenda numbers one (1) to two (2), inclusive.

**DOCUMENT 00500 – AGREEMENT (continued)**

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 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.

**DOCUMENT 00500 – AGREEMENT (continued)**

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.

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.

**DOCUMENT 00500 – AGREEMENT (continued)**

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: Tomlinson Asphalt CITY OF FAYETTEVILLE \_\_\_\_\_  
Co. Inc.

By: Mark Mahalley By: Lioneld Jordan  
Title: General Manager Title: Mayor

(SEAL)

(SEAL)

Attest Mary E Tomlinson Attest \_\_\_\_\_

**DOCUMENT 00500 – AGREEMENT (continued)**

Address for giving notices

1411 W. VAN Asche  
FAY. AR. 72704

License No. 0040040815

Agent for Service of process

\_\_\_\_\_

(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**

**DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:**

Contract Name: LAKE FAYETTEVILLE TRAILHEAD PARKING LOT

Date: 8/21/15

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Tomlinson Asphalt Co. Inc.

Name MARIC MAHAFFEY

Address 1411 W. Van Asche, Fay. Ar. 72704

Principal Office Fay. Ar

Corporation, partnership, individual, joint  
venture, other \_\_\_\_\_

Arkansas State General Contractor's License Number  
0040940815

**EXPERIENCE STATEMENT**

1. Bidder has been engaged as a General Contractor in construction for 40 years and has performed work of the nature and magnitude of this Contract for 40 years. Bidder has been in business under its present name for 40 years.

*Will Submit if req'd later*

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.)

*Will Submit if req'd later*

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, owner, name of owner contact, engineer / architect, name of engineer/architect

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

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:

*Earthwork, Curbs, Sidewalks, Paving*

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

*Mark MAHAFFEY, PE 31 yrs.*

*NATHAN MAHAFFEY, BSEE U.S.A., 7 yrs.*

*BRYON Anderson, Project Manager, 25 yrs.*

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:

*Travelers Casualty & Surety Co. of America*

*By: Brown Hiller & Clark*

*PO Box 3529*

*Ft. Smith, Ar. 72913*

8. Bidder's Workmen's Compensation Experience Modifier Factor is: *0.76*

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

**FINANCIAL STATEMENT**

Bidder possesses adequate financial resources as indicated by the following:

*Will submit if required if low bidder*

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.
- c. Other assets.
- 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: *Robert Ferguson CPA April 30, 2015*

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:

*None*

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



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

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

Date: Aug. 21, 2015



*Barbara A. Tomlinson*  
Secretary

Name of Organization:

Tomlinson Asphalt Co Inc.

By Mark Mahaffey

Title General Manager

(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**

# Bid 15-46, Addendum 1

CITY OF

**Fayetteville**  
ARKANSAS

**Date:** Tuesday, August 18, 2015

**To:** All Prospective Vendors

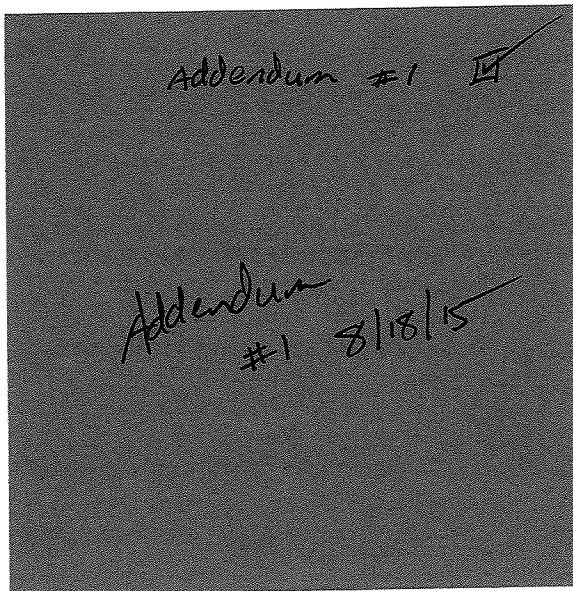
**From:** Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – [aforen@fayetteville-ar.gov](mailto:aforen@fayetteville-ar.gov)

**RE:** Bid 15-46, Construction – Lake Fayetteville Trailhead Parking Lot

1. The advertisement for this bid has one clarification:
  - a. Second paragraph, first sentence shall read (changes in bold) "Sealed bids shall be submitted in a sealed envelope or package labeled Bid 15-46."
  - b. The advertisement ran with the error on 7/30/15 and was corrected in the second advertisement which ran on 8/06/15.
  
2. This addendum includes the following attachments:
  - a. Sign-In sheet from the non-mandatory pre-bid meeting held on Tuesday, August 11, 2015 at 2:00 PM.

This Addendum No. 1 consists of one pages of written documentation and attachments indicated. Except as amended by this addendum, the requirements of the project as set forth in the original bid documents shall remain in effect.

This addendum must be acknowledged in the space provided on the Bid Form.





**STATEMENT OF INTENT TO PAY PREVAILING WAGES**

PROJECT: **TRAILHEAD PARKING LOT  
LAKE FAYETTEVILLE  
FAYETTEVILLE, ARKANSAS  
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 15-011** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

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

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

**DOCUMENT 0400 –BID FORM**

Contract Name: Lake Fayetteville Trailhead Parking Lot

Bid Number: 15-46, Lake Fayetteville Trailhead Parking Lot

**BID TO:**

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

**BID FROM:**

Bidder:

TOMLINSON ASPHALT Co. Inc.  
1411 W. VAN ASCHER  
FAY. AR 72704

**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)**

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**

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

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

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	\$ UNIT PRICE	\$ TOTAL
1	511	Mobilization (Not to exceed 5% of total bid)	LS	1	9,356	9,356.00
2	112	Trench & Excavation Safety Systems	LS	1	100	100.00
3	201	Clearing, Grubbing & Demo	LS	1	14,977	14,977.00
4	202	Unclassified Excavation (Plan Quantity)	CY	157	19.04	2,989.28



**DOCUMENT 00400 – BID FORM (continued)**

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
5	202	Embankment (Plan Quantity)	CY	2709	18.56	50,279.04
6	203	Subgrade Preparation (Plan Quantity)	SY	2554	6.16	15,732.64
7	204	4" Topsoil	SY	2250	4.08	9,180.00
8	205	*Undercut and Stone Backfill	CY	100	60.00	6,000.00
9	301	18" RCP	LF	45	80.00	3,600.00
10	301	18" FES w/Precast Curtain Wall	EA	3	1240	3,720.00
11	301	24" RCP	LF	15	90.00	1,350.00
12	301	24" FES w/Precast Curtain Wall	EA	2	1580	3160.00
13	701	5' x 8" RCB w/Curb	LS	1	4185	4185.00
14	702	4' x 4' Outlet Structure	LS	1	4395	4395.00
15	306	Rip Rap with Filter Blanket (1' depth)	CY	3	430	1290.00
16	401	(6") ABC Class 7	SY	2600	8.66	22,516.00
17	401	(4") ABC Class 7	SY	215	9.30	1999.50
18	402	Prime Coat	GAL	330	3.79	1250.70
19	403	(3") ACHM Surface Course	SY	2200	15.92	35,024.00
20	501	Standard Curb and Gutter	LF	2000	16.50	33,000.00
21	501	Modified Curb	LF	30	30.00	900.00
22	501	Flush Curb	LF	200	14.50	2,900.00

**DOCUMENT 00400 – BID FORM (continued)**

BID SCHEDULE 1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
23	502	(4") Concrete Sidewalk	SY	215	42.80	9 202
24	505	Seeding and Mulch	SY	2550	.85	2167.50
25	507	(4") White Painted Stripe	LF	750	1.15	862.50
26	507	Painted Handicap Symbol	EA	2	105	210.00
27	703	Scooter/Motorcycle Sign w/Support	EA	1	163	163.00
28	703	Handicap Sign w/Support	EA	1	163	163.00
29	509	Erosion Control	LS	1	6,730	6,730.00
30	513	Handicap Ramps	SY	10	75	750.00
31	517	Tree Protection Fencing	LF	400	6.13	2452.00
32	705	Inverted U-shaped Bike Rack	EA	2	375	\$ 750.00
33	706	4" Thick Concrete Bicycle Parking Pad	SY	10	67.50	675.00
34	707	Concrete Drainage Trough	LS	1	1530	1,530.00
35	708	Precast Concrete Wheel Stop	EA	20	84	1680.00
36	709	Level Spreader	LS	1	1,510	1,510.00
37	710	Bioretention Soil Media	CY	100	55.12	5,512.00
38	711	Percolation Test	EA	1	1,1700	1,1700.00
39	712	*Upright Yaupon Holly	EA	8	335	2,680.00
40	713	Landscaping	LS	1	34,560	34,560.00

\*To be only used at the direction of the Engineer

**DOCUMENT 00400 – BID FORM (continued)**

TOTAL AMOUNT BID \$ 301,201.<sup>16</sup>

**DEDUCTIVE ALTERNATE**

The following is being requested to be offered as an alternate to the bid as a deduction. The total from this alternate will be deducted from the overall bid amount.

ALTERNATE #1						
ITEM NO.	SPEC.	DESCRIPTION	UNIT	EST. QTY	\$ UNIT PRICE	\$ TOTAL
19	403	(3") ACHM Surface Course	SY	2200	14.00	30,800. <sup>18</sup>

TOTAL AMOUNT BID (ALTERNATE #1) \$ 30,800.<sup>00</sup>

**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.
- 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 Amount Bid Dollars (\$ \_\_\_\_\_).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

**DOCUMENT 00400 –BID FORM (continued)**

**ARTICLE 7- COMMUNICATIONS**

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

Mark MAHAFFEY  
1411 W. VAN ARK  
FAY, AR. 72207  
Email. mark@fomlinsonasphalt.com  
Phone No. 479-521-4772  
FAX No. 479-521-6539

**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 Aug. 21, 2015.

Arkansas State Contractor License No. 0040940815.

If Bidder is:

An Individual

Name (type or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**DOCUMENT 00400 –BID FORM (continued)**

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.: \_\_\_\_\_

A Corporation or LLC

Corporation Name: Tomlinson Asphalt Co. (SEAL)

State of Incorporation: Arkansas

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

By: Mark Mahaffey, GM (owner)

(Signature – attach evidence of authority to sign)

Name (type or printed): MARK MAHAFFEY

Title: General Manager

(CORPORATE SEAL)

Attest: \_\_\_\_\_

(Signature of Corporate Secretary)

Business address: 1411 W. VAN ASCHÉ

FAY, AR. 72704

Phone No.: 521-4972 FAX No.: 521-6539



*Barbara A. Tomlinson*  
Secretary



*Barbara A. Tomlinson*  
Secretary

**END OF DOCUMENT 00400**

**DOCUMENT 00410 – BID BOND**

*SEE  
Attached*

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:

Lake Fayetteville Trailhead Parking Lot

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**

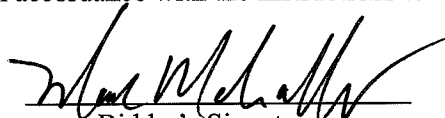
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

**Lake Fayetteville Trailhead Parking Lot**

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	Self	
SWPPP/Erosion Control	Self	
Asphalt	Self	
Concrete	Self	
Landscaping	Professional Landscaping 423 Oak Grove Rd., Spg. Ar. 72764	APPROX. 16.13% OF TOTAL Bid
Material Testing		
Other (designate) Pavement Markings	TIME STRIPING PO BOX 1236 VANK BUREN, Ar. 72957	APPROX. 1.02% OF TOTAL Bid

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

  
Bidder's Signature

**END OF DOCUMENT 00430**



**DOCUMENT 00500 – AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: Lake Fayetteville Trailhead Parking Lot

Contract No.: 15-46, Lake Fayetteville Trailhead Parking Lot

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2015 by and between The City of Fayetteville, Arkansas and \_\_\_\_\_ (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 an approximately 23,958 sq. ft. parking lot. The parking lot shall comprise of 42 parking spots consisting of motorcycle/scooter parking, handicap accessible parking, and bike racks. The parking lot will include storm drainage, bioretention and traditional detention.

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.

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



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)

**Tomlinson Asphalt Company, Inc.**  
**1411 W. Van Asche Dr.**  
**Fayetteville, AR 72704**

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

**Travelers Casualty and Surety Company of America**  
**One Tower Square**  
**Hartford, CT 06183**

a corporation duly organized under the laws of the State of Connecticut  
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**

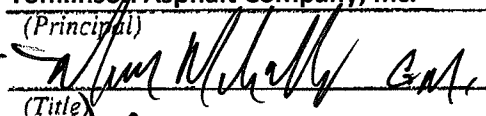
as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Lake Fayetteville Trailhead Parking Lot**  
(Here insert full name, address and description of project)

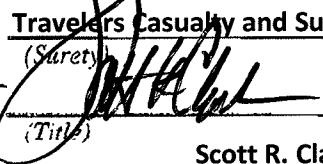
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this **21st** day of **August** **2015**

  
\_\_\_\_\_  
(Witness)

**Tomlinson Asphalt Company, Inc.**  
\_\_\_\_\_  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

**Travelers Casualty and Surety Company of America**  
\_\_\_\_\_  
(Surety)  
  
\_\_\_\_\_  
(Title) (Seal)  
**Scott R. Clark, Attorney-In-Fact**





POWER OF ATTORNEY

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

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

Attorney-In Fact No. 229662

Certificate No. 006279125

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

Larry R. Clark, Janice A. Butler, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Elizabeth A. Solomon, Sarah K. Day, and Scott L. Taylor

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of July, 2015.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 9th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of August, 20 15.

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

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



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



City of Fayetteville, Arkansas

Purchasing Division

OFFICIAL BID TABULATION

Bid 15-46, Construction - Lake Fayetteville Trailhead Parking Lot

Friday, August 21, 2015 2:00 PM, local time

				Tomlinson Asphalt Co Inc			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT			TOTAL
1	Mobilization (Not to exceed 5% of total bid)	1	LS	x	\$	9,356.00	= \$ 9,356.00
2	Trench & Excavation Safety Systems	1	LS	x	\$	100.00	= \$ 100.00
3	Clearing, Grubbing, & Demo	1	LS	x	\$	14,977.00	= \$ 14,977.00
4	Unclassified Excavation (Plan Quantity)	157	CY	x	\$	19.04	= \$ 2,989.28
5	Embankment (Plan Quantity)	2,709	CY	x	\$	18.56	= \$ 50,279.04
6	Subgrade Preparation (Plan Quantity)	2,554	SY	x	\$	6.16	= \$ 15,732.64
7	4" Topsoil	2,250	SY	x	\$	4.08	= \$ 9,180.00
8	Undercut and Stone Backfill	100	CY	x	\$	60.00	= \$ 6,000.00
9	18" RCP	45	LF	x	\$	80.00	= \$ 3,600.00
10	18" FES w/Precast Curtain Wall	3	EA	x	\$	1,240.00	= \$ 3,720.00
11	24" RCP	15	LF	x	\$	90.00	= \$ 1,350.00
12	24" FES w/ Precast Curtain Wall	2	EA	x	\$	1,580.00	= \$ 3,160.00
13	5' x 8" RCP w/curb	1	LS	x	\$	4,185.00	= \$ 4,185.00
14	4' x 4' Outlet Structure	1	LS	x	\$	4,395.00	= \$ 4,395.00
15	Rip Rap with Filter Blanket (1' depth)	3	CY	x	\$	430.00	= \$ 1,290.00
16	(6") ABC Class 7	2,600	SY	x	\$	8.66	= \$ 22,516.00
17	(4") ABC Class 7	215	SY	x	\$	9.30	= \$ 1,999.50
18	Prime Coat	330	GAL	x	\$	3.79	= \$ 1,250.70
19	(3") ACHM Surface Course	2,200	SY	x	\$	15.92	= \$ 35,024.00
20	Standard Curb and Gutter	2,000	LF	x	\$	16.50	= \$ 33,000.00
21	Modified Curb	30	LF	x	\$	30.00	= \$ 900.00
22	Flush Curb	200	LF	x	\$	14.50	= \$ 2,900.00
23	(4") Concrete Sidewalk	215	SY	x	\$	42.80	= \$ 9,202.00
24	Seeding and Mulch	2,550	SY	x	\$	0.85	= \$ 2,167.50
25	(4") White Painted Stripe	750	LF	x	\$	1.15	= \$ 862.50
26	Painted Handicap Symbol	2	EA	x	\$	105.00	= \$ 210.00
27	Scooter/Motorcycle Sign w/Support	1	EA	x	\$	163.00	= \$ 163.00
28	Handicap Sign w/Support	1	EA	x	\$	163.00	= \$ 163.00
29	Erosion Control	1	LS	x	\$	6,730.00	= \$ 6,730.00
30	Handicap Ramps	10	SY	x	\$	75.00	= \$ 750.00
31	Tree Protection Fencing	400	LF	x	\$	6.13	= \$ 2,452.00
32	Inverted U-Shaped Bike Rack	2	EA	x	\$	375.00	= \$ 750.00
33	4" Thick Concrete Bicycle Parking Pad	10	SY	x	\$	67.50	= \$ 675.00
34	Concrete Drainage Trough	1	LS	x	\$	1,530.00	= \$ 1,530.00
35	Precast Concrete Wheel Stop	20	EA	x	\$	84.00	= \$ 1,680.00
36	Level Spreader	1	LS	x	\$	1,510.00	= \$ 1,510.00
37	Bioretention Soil Media	100	CY	x	\$	55.12	= \$ 5,512.00

38	Percolation Test	1	EA	x	\$ 1,700.00	=	\$ 1,700.00	
39	Upright Yaupon Holly	8	EA	x	\$ 335.00	=	\$ 2,680.00	
40	Landscaping	1	LS	x	\$ 34,560.00	=	\$ 34,560.00	
<b>TOTAL AMOUNT BID</b>								\$ 301,201.16

<b>DEDUCTIVE ALTERNATE #1</b>								
19	(3") ACHM Surface Course	2,200	SY	x	\$ 14.00	=	\$ 30,800.00	
<b>TOTAL AMOUNT BID (ALTERNATE #1)</b>								\$ 30,800.00

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and

CERTIFIED:

*P. Vice*

*Carolyn Ray*

*8-21-15*

P. Vice, Purchasing Manager

Witness

Date