

**City of Fayetteville Staff Review Form**

**2015-0456**

**Legistar File ID**

**October 20th 2015**

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

Matt Mihalevich

9/30/2015

Development Services /  
Development Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends approval of a resolution awarding Bid 15-42 and authorizing a contract with JLA Enterprises, Inc. (dba JLA Construction) in the amount of \$425,521.90 for the construction of the a restroom and parking lot improvements at Gordon Long Park, approving a 5% project contingency in the amount of \$21,276.10 and approving a budget adjustment recognizing \$38,604.00 in grant revenue from the Illinois River Watershed Partnership.

**Budget Impact:**

4470.9470.5814.05	Sales Tax Capital Improvements																												
Account Number	Fund																												
02016.1501	Trail Development/Gordon Long Park Trailhead																												
Project Number	Project Title																												
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"><b>Budgeted Item?</b></td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 35%;"></td> <td style="width: 35%;"></td> </tr> <tr> <td></td> <td></td> <td>Current Budget</td> <td style="text-align: right;">\$ 431,555.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td style="text-align: right;">\$ 19,105.00</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td style="text-align: right; border: 1px solid black;"><b>\$ 412,450.00</b></td> </tr> <tr> <td><b>Does item have a cost?</b></td> <td><u>Yes</u></td> <td>Item Cost</td> <td style="text-align: right;">\$ 446,798.00</td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td style="text-align: right;">\$ 38,604.00</td> </tr> <tr> <td></td> <td></td> <td>Remaining Budget</td> <td style="text-align: right; border: 1px solid black;"><b>\$ 4,256.00</b></td> </tr> </table>	<b>Budgeted Item?</b>	<u>Yes</u>					Current Budget	\$ 431,555.00			Funds Obligated	\$ 19,105.00			Current Balance	<b>\$ 412,450.00</b>	<b>Does item have a cost?</b>	<u>Yes</u>	Item Cost	\$ 446,798.00	<b>Budget Adjustment Attached?</b>	<u>Yes</u>	Budget Adjustment	\$ 38,604.00			Remaining Budget	<b>\$ 4,256.00</b>	
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V20140710

Previous Ordinance or Resolution # 22-15

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

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

Comments:

**MEETING OF OCTOBER 20<sup>TH</sup> 2015**

**TO:** Mayor and City Council

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

**FROM:** Matt Mihalevich, Trails Coordinator

**DATE:** October 2<sup>nd</sup>, 2015

**SUBJECT:** **2015-0456 Gordon Long Park Trailhead Construction**

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**RECOMMENDATION:**

Staff recommends approval of a resolution awarding Bid 15-42 and authorizing a contract with JLA Enterprises, Inc. (dba JLA Construction) in the amount of \$425,521.90 for the construction of the a restroom and parking lot improvements at Gordon Long Park, approving a 5% project contingency in the amount of \$21,276.10 and approving a budget adjustment recognizing \$38,604.00 in grant revenue from the Illinois River Watershed Partnership.

**BACKGROUND:**

The City of Fayetteville was awarded \$260,000 in Transportation Alternatives Program (TAP) funds for the construction of a highly requested restroom and parking improvements at Gordon Long Park along the Razorback Regional Greenway. Additional funding has been provided by Illinois River Watershed Partnership made possible through an Arkansas Natural Resources Commission grant and an Arkansas Forestry Commission Urban Riparian Forestry grant to plant trees, install green infrastructure demonstration elements, and provide educational signage and programming along the Razorback Regional Greenway. In addition, the organizers of the Hogeeye Marathon have donated funding from proceeds of the Hogeeye Marathon to support the restroom. These funds are budgeted through the parks development fund and will be applied to the project.

**DISCUSSION:**

Gordon Long Park is located along the Scull Creek Trail that is now part of the Razorback Greenway serving as the north-south oriented backbone of Fayetteville's trail system. This section of trail sees an average of 600 trail users per day and trail usage continues to increase year over year. The significant number of trail and recreational users of Gordon Long Park has demonstrated the need for expanded access opportunities and public restrooms. This proposed public restroom facility at Gordon Long Park will fill a needed gap that exists in the spacing of restrooms along the Razorback Regional Greenway in Fayetteville. The completed sequence of public restroom amenities in Fayetteville from north to south will be: Lake Fayetteville Veterans Memorial Park, 3.5 miles to Gordon Long Park, 2.5 miles to Wilson Park and then 2.4 miles to Walker Park near the southern terminus of the Razorback Regional Greenway. Ultimately, this

trailhead will provide commuters and trail enthusiasts that live in other areas of the city or region a safe and easy access point to the Razorback Regional Greenway.

**BUDGET/STAFF IMPACT:**

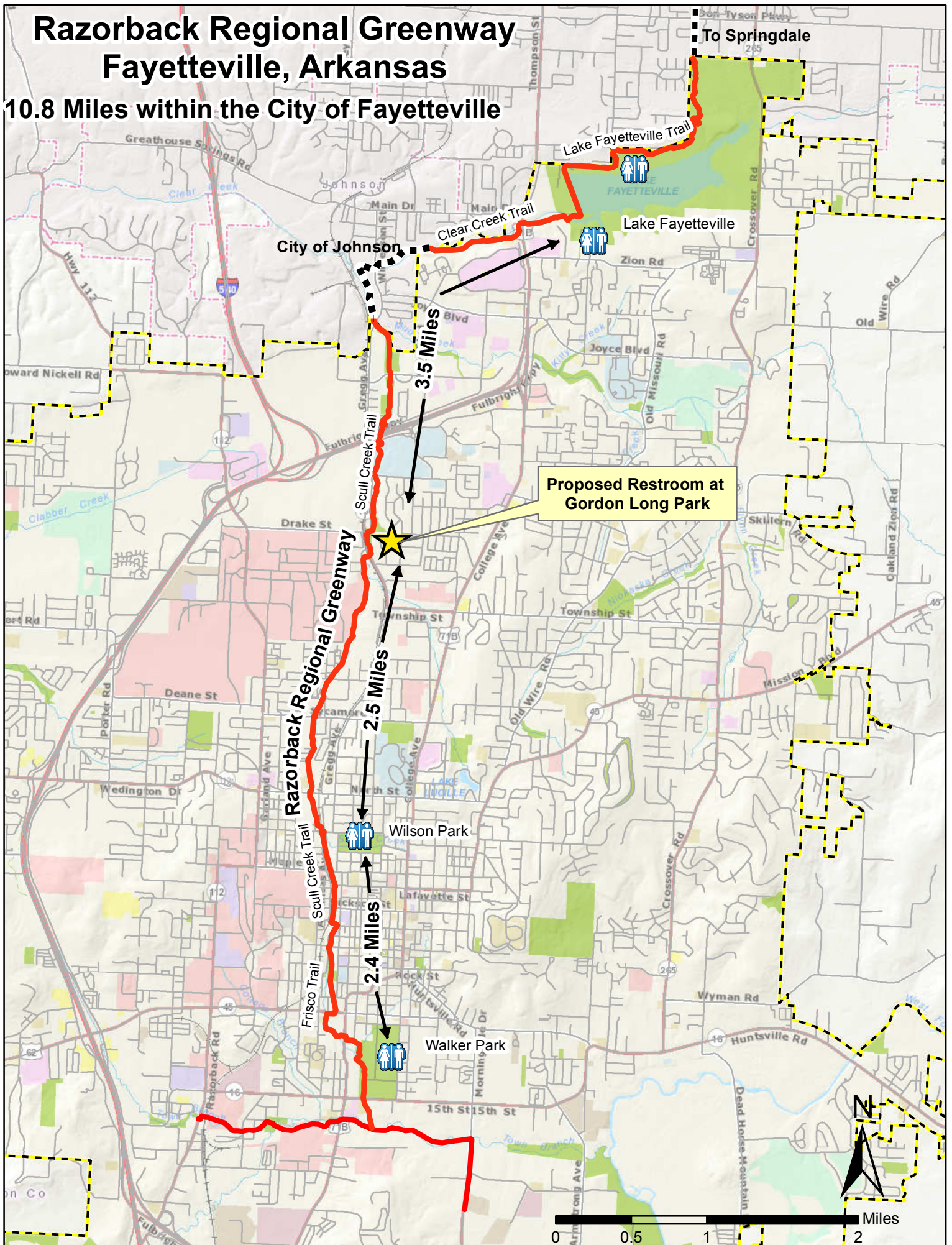
Two bidders responded to the request for formal bids and JLA Enterprises was the lowest responsive bidder. The bid from JLA Enterprises is 21% above the estimate. Based on a series of recent bids, we have found that the Northwest Arkansas construction market is currently saturated with work. Several contractors have told city staff that they are too busy to take on additional projects. For the Gordon Long Park Trailhead Improvements, Nine contractors reviewed the plans, but only two submitted bids. We have reviewed the pay items prices from JLA Enterprises and none of the individual items appear to be out of line. Overall each item is a little higher than the estimate resulting in the overage.

**Attachments:**

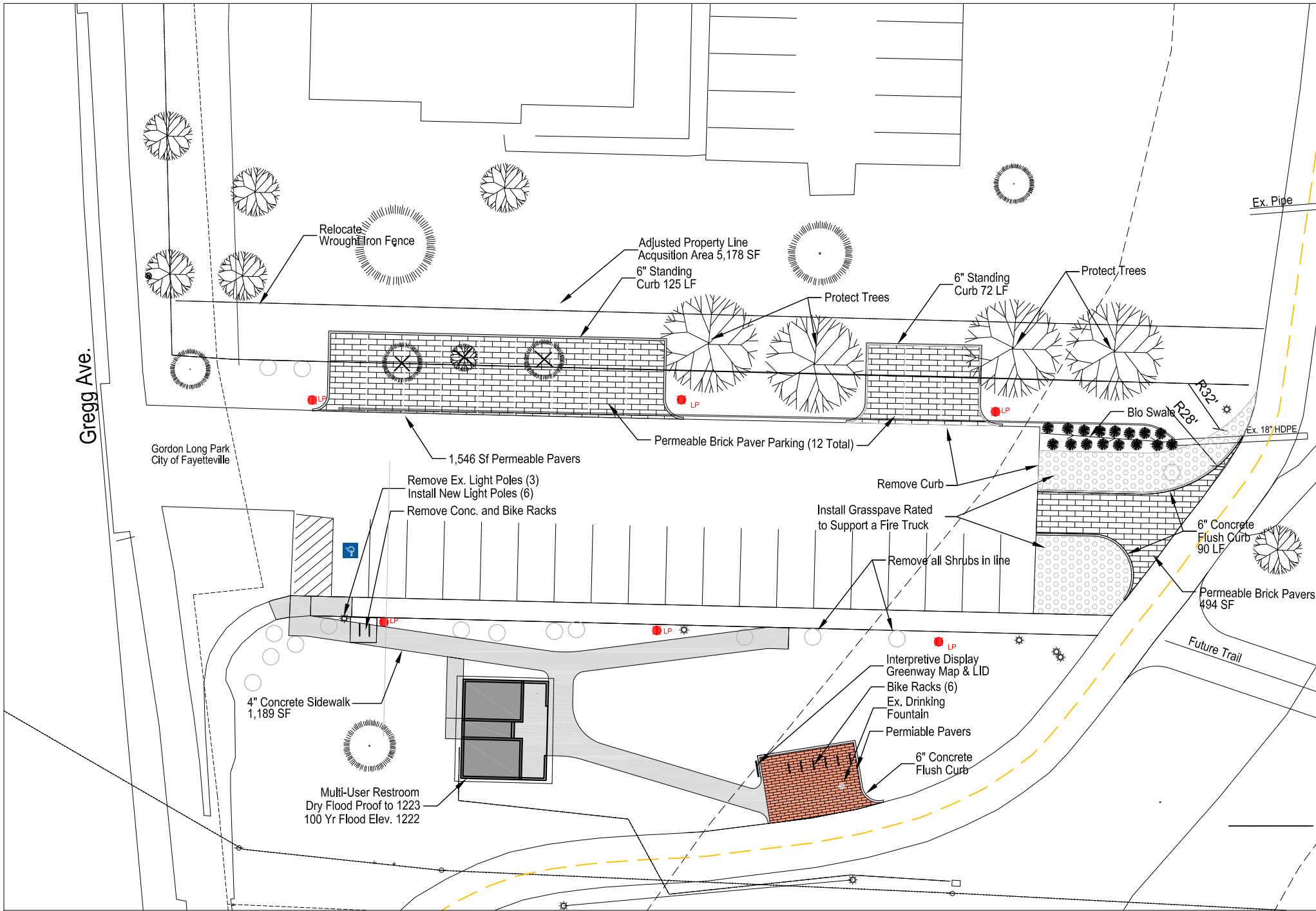
2015-0456 Staff Review Form  
Gordon Long Park Trailhead Location & Site Plan  
Purchase Requisition – JLA Enterprises  
IRWP Grant Award Letter  
Bid 15-42 Bid Tabulation  
JLA Enterprises Bid 15-42  
JLA Enterprises Signed Agreement  
Budget Adjustment – IRWP Grant Revenue

# Razorback Regional Greenway Fayetteville, Arkansas

10.8 Miles within the City of Fayetteville







Gregg Ave.

Gordon Long Park  
City of Fayetteville

## Gordon Long Park Trailhead Restroom Installation & Expanded Parking



## City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: [Purchasing@fayetteville-ar.gov](mailto:Purchasing@fayetteville-ar.gov).  
Purchase shall not be made until an actual PO has been issued.

Requisition No.:	Date: <b>10/20/2015</b>
P.O Number:	

Vendor #: <b>26054</b>	Vendor Name: <b>JLA Enterprises, Inc.</b>	Mail <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>Legistar#: 2015-0456</b>
Address:		FOB Point:	Expected Delivery Date:
City:	State:	Zip Code:      Ship to code: <b>104</b>	
Requester: <b>Ginny Gundlach</b>		Requester's Employee #: <b>2283</b>	Extension: <b>3489</b>

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	<b>Gordon Long Park Trailhead Improvements Construction</b>	1	LOT	425,521.90	\$425,521.90	4470.9470.5814.05	02016.1501		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions: Per Bid 15-42 and Res No _____	Subtotal: <u><b>\$425,521.90</b></u> Tax: <u><b>\$0.00</b></u> Total: <u><b>\$425,521.90</b></u>
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Approvals:

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



September 28, 2015

Matt Mihalevich, Trails Coordinator  
Engineering Division, City of Fayetteville  
Fayetteville, Arkansas 72701

Dear Matt:

We are very pleased to award the City of Fayetteville a grant in the amount of \$38,604 for the Gordon Long Trailhead Project.

This project will display how an investment in Green Infrastructure will lead to cost effective, replicable benefits to water quality in the Illinois River Watershed. The Gordon Long Trailhead Project along an urban stream in Fayetteville will demonstrate water quality improvements and environmental benefits using Green Infrastructure elements as outlined in the grant detail.

Grant funding for this project is made possible through an Arkansas Natural Resources Commission grant and an Arkansas Forestry Commission Urban Riparian Forestry grant to the IRWP to plant trees, install green infrastructure demonstration elements, and provide educational signage and programming along the Razorback Greenway. Local IRWP staff and volunteers in the watershed will assist with installation as needed and offer educational programs at the Gordon Long Trailhead.

Thank you for the opportunity to partner with the City of Fayetteville on this exciting project for the Illinois River Watershed.

Sincerely,

Delia Haak, Ed.D.  
Executive Director

P.O. Box 8506  
Fayetteville, AR 72703

**City of Fayetteville**

**Gordon Long Park Trailhead Green Infrastructure Improvements**

**Illinois River Watershed Partnership Grant**

<b>Item #</b>	<b>Description</b>	<b>Cost</b>
5	4" Topsoil Placement & Select Grading	2,850.00
20	Tree Protection Fencing	2,380.00
22	Permeable Interlocking Concrete Paver	21,665.00
23	Grass Paver	4,285.00
27	Interpretive Display *	2,000.00
35	Bio-Swale	3,333.00
36	Trees	666.00
37	Permeable Paver Demo Cube	1,425.00

**Total IRWP Green Infrastructure Grant \$ 38,604.00**

\* Maximum allowed for signage

9/28/2015





City of Fayetteville, Arkansas  
Purchasing Division  
**OFFICIAL BID TABULATION**

**Bid 15-42, Construction - Gordon Long Park Trailhead Improvements**  
Friday, September 25, 2015, 2:00 PM, Local Time

				Benchmark Construction Inc		JLA Enterprises Inc	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
1	Trench & Excavation Safety Systems	1	LS	\$ 700.00	\$ 700.00	\$ 1,425.00	\$ 1,425.00
2	Clearing, Grubbing, & Demolition	1	LS	\$ 1,264.00	\$ 1,264.00	\$ 4,500.00	\$ 4,500.00
3	Select Embankment (Plan Quantity)	260	CY	\$ 12.65	\$ 3,289.00	\$ 28.50	\$ 7,410.00
4	Unclassified Excavation (Plan Quantity)	237	CY	\$ 8.44	\$ 2,000.28	\$ 19.00	\$ 4,503.00
5	4" Topsoil Placement & Select Grading (Plan Quantity)	200	SY	\$ 21.00	\$ 4,200.00	\$ 14.25	\$ 2,850.00
6	Undercut and Stone Backfill	50	CY	\$ 140.00	\$ 7,000.00	\$ 119.00	\$ 5,950.00
7	Fence Removed and Reconstructed	270	LF	\$ 35.00	\$ 9,450.00	\$ 47.00	\$ 12,690.00
8	Aggregate Base Course (Class 7)	60	CY	\$ 192.00	\$ 11,520.00	\$ 52.35	\$ 3,141.00
9	Concrete Curb Type D	250	LF	\$ 27.00	\$ 6,750.00	\$ 33.00	\$ 8,250.00
10	Flush Curb	100	LF	\$ 26.00	\$ 2,600.00	\$ 33.00	\$ 3,300.00
11	Concrete Sidewalks	150	SY	\$ 49.00	\$ 7,350.00	\$ 71.40	\$ 10,710.00
12	Solid Sod (Bermuda)	300	SY	\$ 5.60	\$ 1,680.00	\$ 7.60	\$ 2,280.00
13	Painted Pavement Symbol (Handicap) (Reflectorized)	2	EA	\$ 35.00	\$ 70.00	\$ 428.00	\$ 856.00
14	Painted Pavement Markings (4" White Stripe) (Reflectorized)	650	LF	\$ 0.80	\$ 520.00	\$ 4.75	\$ 3,087.50
15	Pavement Marking Removal	475	LF	\$ 1.60	\$ 760.00	\$ 4.75	\$ 2,256.25
16	Curb Painting (Fire Lane) (Reflectorized)	50	LF	\$ 1.00	\$ 50.00	\$ 6.15	\$ 307.50
17	Parking Signs with U-Channel Post	3	EA	\$ 470.00	\$ 1,410.00	\$ 380.00	\$ 1,140.00
18	Erosion Control BMP's	1	LS	\$ 7,890.00	\$ 7,890.00	\$ 2,380.00	\$ 2,380.00
19	Mobilization (Shall not exceed 5% of Total Bid)	1	LS	\$ 1,960.00	\$ 1,960.00	\$ 19,000.00	\$ 19,000.00
20	Tree Protection Fencing	1	LS	\$ 9,180.00	\$ 9,180.00	\$ 2,380.00	\$ 2,380.00
21	Restroom Building	1	LS	\$ 291,920.00	\$ 291,920.00	\$ 225,000.00	\$ 225,000.00
22	Permeable Interlocking Concrete Pavement (PICP)	350	SY	\$ 171.43	\$ 60,000.50	\$ 61.90	\$ 21,665.00
23	Grass Paver	100	SY	\$ 89.92	\$ 8,992.00	\$ 42.85	\$ 4,285.00
24	Precast Step	17	EA	\$ 255.00	\$ 4,335.00	\$ 285.00	\$ 4,845.00
25	Bike Racks	6	EA	\$ 463.00	\$ 2,778.00	\$ 810.00	\$ 4,860.00
26	Lighting Fixture & Pole & Pull Box	6	EA	\$ 5,202.00	\$ 31,212.00	\$ 5,000.00	\$ 30,000.00
27	Interpretive Display	1	EA	\$ 5,600.00	\$ 5,600.00	\$ 4,285.00	\$ 4,285.00
28	1 1/4" Conduit (Sch. 40 PVC)	550	LF	\$ 12.80	\$ 7,040.00	\$ 10.85	\$ 5,967.50
29	No. 6 AWG Copper Conductor (Restroom Service)	600	LF	\$ 1.45	\$ 870.00	\$ 12.40	\$ 7,440.00
30	No. 10 AWG Copper Conductor (Parking Lighting)	1657	LF	\$ 1.00	\$ 1,657.00	\$ 0.95	\$ 1,574.15
31	100 Amp Disconnect and Electrical Appurtenances	1	LS	\$ 720.00	\$ 720.00	\$ 2,380.00	\$ 2,380.00
32	4" Sewer Service w/ Appurtenances	50	LF	\$ 70.00	\$ 3,500.00	\$ 33.30	\$ 1,665.00
33	1" PEX Water Service with Appurtenances	120	LF	\$ 28.00	\$ 3,360.00	\$ 19.00	\$ 2,280.00
34	Concrete Wheel Stops	19	EA	\$ 98.00	\$ 1,862.00	\$ 165.00	\$ 3,135.00
35	Bio-Swale	1	LS	\$ 2,725.00	\$ 2,725.00	\$ 3,333.00	\$ 3,333.00
36	Trees	2	EA	\$ 415.00	\$ 830.00	\$ 333.00	\$ 666.00
37	Permeable Paver Demonstration Cube	1	EA	\$ 2,780.00	\$ 2,780.00	\$ 1,425.00	\$ 1,425.00
38	Brick Column Reconstruction	1	EA	\$ 1,250.00	\$ 1,250.00	\$ 2,300.00	\$ 2,300.00
<b>TOTAL AMOUNT BID</b>					<b>\$ 511,074.78</b>		<b>\$ 425,521.90</b>

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

CERTIFIED:

*Andrew Rennie*  
A. Rennie, Purchasing Agent

*Carolyn Lee*  
Witness

*9/25/2015*  
Date

\*\*Denotes Calculation error

**DOCUMENT 00400 –BID FORM**

Contract Name: Gordon Long Park Trailhead Improvements

Bid Number 15-42, Construction – Gordon Long Park Trailhead Improvements

BID TO:

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

BID FROM:

Bidder: JLA Enterprises, Inc. dba JLA Const.  
P.O. Box 718  
Brookline, Mo 65619

**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 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.



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

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by 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

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

other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over 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**

**THIS REVISED BID FORM SUPERSEDES – CONTRACTOR MUST COMPLETE AND SUBMIT THE REVISED BID FORM BELOW**

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

ITEM NO.	SECTION	DESCRIPTION	UNIT	EST. QTY		UNIT PRICE		TOTAL
1	112	Trench & Excavation Safety Systems	LS	1	X	\$1,425.00	=	\$1,425.00
2	201	Clearing, Grubbing, & Demolition	LS	1	X	\$4,500.00	=	\$4,500.00
3	202 SP-17	Select Embankment (Plan Quantity)	CY	260	X	\$28.50	=	\$7,410.00
4	202 SP-18	Unclassified Excavation (Plan Quantity)	CY	237	X	\$19.00	=	\$4,503.00
5	204 SP-19	4" Topsoil Placement & Select Grading (Plan Quantity)	SY	200	X	\$14.25	=	\$2,850.00
6	205	*Undercut and Stone Backfill	CY	50	X	\$119.00	=	\$5,950.00
7	208 (AHTD)	Fence Removed and Reconstructed	LF	270	X	\$47.00	=	\$12,690.00
8	401	Aggregate Base Course (Class 7)	CY	60	X	\$52.35	=	\$3,141.00
9	501	Concrete Curb Type D	LF	250	X	\$33.00	=	\$8,250.00

50,719.00



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

ITEM NO.	SECTION	DESCRIPTION	UNIT	EST. QTY		UNIT PRICE		TOTAL
10	501	Flush Curb	LF	100	X	\$33.00	=	\$3,300.00
11	502	Concrete Sidewalks	SY	150	X	\$71.40	=	\$10,710.00
12	505	Solid Sod (Bermuda)	SY	300	X	\$7.60	=	\$2,280.00
13	507	Painted Pavement Symbol (Handicap) (Reflectorized)	EA	2	X	\$428.00	=	\$856.00
14	507	Painted Pavement Markings (4" White Stripe) (Reflectorized)	LF	650	X	\$4.75	=	\$3,087.50
15	507	Pavement Marking Removal	LF	475	X	\$4.75	=	\$2,256.25
16	507	Curb Painting (Fire Lane) (Reflectorized)	LF	50	X	\$6.15	=	\$307.50
17	508	Parking Signs with U-Channel Post	EA	3	X	\$380.00	=	\$1,140.00
18	509	Erosion Control BMP's	LS	1	X	\$2,380.00	=	\$2,380.00
19	511	Mobilization (Not to Exceed 5% of Bid)	LS	1	X	\$19,000.00	=	\$19,000.00
20	517	Tree Protection Fencing	LS	1	X	\$2,380.00	=	\$2,380.00
21	SP-2	Restroom Building	LS	1	X	\$225,000.00	=	\$225,000.00
22	SP-3	Permeable Interlocking Concrete Pavement (PICP)	SY	350	X	\$61.90	=	\$21,665.00
23	SP-4	Grass Paver	SY	100	X	\$42.85	=	\$4,285.00
24	SP-5	Precast Step	EA	17	X	\$285.00	=	\$4,845.00

303,492.25 CLR

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

ITEM NO.	SECTION	DESCRIPTION	UNIT	EST. QTY		UNIT PRICE		TOTAL
25	SP-6	Bike Racks	EA	6	X	\$810.50	=	\$4,860.00
26	SP-7	Lighting Fixture & Pole & Pull Box	EA	6	X	\$5,000.00	=	\$30,000.00
27	SP-8	Interpretive Display	EA	1	X	\$4,285.00	=	\$4,285.00
28	SP-20	1-1/4" Conduit (Sch. 40 PVC)	LF	550	X	\$10.85	=	\$5,967.50
29	SP-21	No. 6 AWG Copper Conductor (Restroom Service)	LF	600	X	\$12.40	=	\$7,440.00
30	SP-22	No. 10 AWG Copper Conductor (Parking Lighting)	LF	1,657	X	\$0.95	=	\$1,574.15
31	SP-9	100 Amp Disconnect and Electrical Appurtenances	LS	1	X	\$2,380.00	=	\$2,380.00
32	SP-10	4" Sewer Service w/ Appurtenances	LF	50	X	\$33.30	=	\$1,665.00
33	SP-11	1" PEX Water Service with Appurtenances	LF	120	X	\$19.00	=	\$2,280.00
34	SP-12	Concrete Wheel Stops	EA	19	X	\$165.00	=	\$3,135.00
35	SP-13	Bio-Swale	LS	1	X	\$3,333.00	=	\$3,333.00
36	SP-14	Trees	EA	2	X	\$333.00	=	\$666.00
37	SP-15	Permeable Paver Demonstration Cube	EA	1	X	\$1,425.00	=	\$1,425.00
38	SP-16	Brick Column Reconstruction	EA.	1	X	\$2,300.00	=	\$2,300.00

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

74,643.65 (K)

TOTAL AMOUNT BID \$ 428,854.90

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

**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 bank cashier's check or a Bid Bond and in the amount of 5.1. Dollars (\$\_\_\_\_\_).
- 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:

JLA Enterprises, Inc. dba JLA Const.  
P.O. Box 718  
Brookline, MO 65619  
Phone No. 417-887-7348  
FAX No. 417-887-7216

**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 Sept. 25, 2015.

**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 or LLC Name: JLA Enterprises, Inc.(SEAL)

State of Incorporation: MO

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

General Business

By: Jennifer Ardat

(Signature attach evidence of authority to sign)

Name (type or printed): Jennifer Ardat

Title: Pres.

(CORPORATE SEAL)

Attest: Jennifer Ardat

(Signature of Corporate Secretary)

Business address: P.O. Box 718

Brookline, MO 65619

Phone No.: 417-887-7348 FAX No.: 417-887-7216

END OF DOCUMENT 00400



CERTIFICATION OF CORPORATE OFFICIALS

LISTED BELOW ARE THE OFFICERS/OWNERS/PARTNERS AUTHORIZED TO ENTER INTO AN AGREEMENT FOR JLA ENTERPRISES, INC.

JENNIFER ARNDT \_\_\_\_\_  
\_\_\_\_\_ *Jennifer Arndt* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JLA ENTERPRISES, INC. \_\_\_\_\_

COMPANY

*Jennifer Arndt* \_\_\_\_\_  
COMPANY OFFICIAL

PRESIDENT \_\_\_\_\_

TITLE

SEPTEMBER 22, 2015 \_\_\_\_\_

DATE

43-1280547 \_\_\_\_\_

FEDERAL ID #

CORPORATE SEAL

**DOCUMENT 00430 – LIST OF SUBCONTRACTORS & SUPPLIERS**

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 GORDON LONG PARK TRAILHEAD IMPROVEMENTS

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

<u>Subcontractor's Work</u>	<u>Subcontractor's/Supplier Name and Address</u>	<u>Expected Percentage or Value</u>
Excavation/Grading	_____	_____
Concrete	APAC Central - Supplier	1%
Aggregate	APAC Central - Supplier	1%
Restroom Building	ROMTEC Roseburg OR 97470	30%
Pavement Markings	Marking Systems Bentonville AR	1%
Electrical Service	Electrical Resources Centerston AR	9%
Sewer Service	Allied Plumbing Fayetteville AR	6.5%
Water Service	Allied Plumbing Fayetteville	_____
Other (designate)	_____	_____

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

  
Bidder's Signature

END OF DOCUMENT 00430

# Arkansas Unified DBE Certification Program

Telephone (501) 569-2000  
Fax (501) 569-2965

Post Office Box 2261  
Little Rock, Arkansas 72203-2261



Arkansas.FHWA@fhwa.dot.gov



ArkansasHighways.com



LittleRockAirport.AERO



SWilliams@cata.org



bflowers@mcclelland-engrs.com

May 12, 2015

Ms. Jennifer Arndt  
JLA Enterprises, Inc. dba JLA Construction  
P. O. Box 718  
Brookline, MO 65619

Dear Ms. Arndt:

This will acknowledge receipt of the annual affidavit stating there have been no changes in JLA Enterprises, Inc. dba JLA Construction's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of Federal Regulation 49 CFR Part 26. Based on a review of this information, the firm's Disadvantaged Business Enterprise certification in Arkansas will continue through May 12, 2016.

Any time the firm's circumstances change, a notarized statement setting forth the changes must be submitted to the Department within 30 days.

If you have questions or need additional information, please contact Ms. Natasha Halbert at (501) 569-2259.

Sincerely,

Joanna P. McFadden  
Section Head-EEO/DBE

c: DBE Program Specialist

**SPONSOR**  
**SUPPLEMENT TO PROPOSAL**  
**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly.

Job No. <u>040673</u>	<u>JLA Enterprises, Inc. dba JLA Const.</u> Subcontractor
FAP No. <u>TAPU - 9142 (37)</u>	By <u>Jennifer Andrus</u>
Date <u>Sept. 22, 2015</u>	<u>Pres.</u> Title

**SPONSOR**  
**SUPPLEMENT TO PROPOSAL**  
**ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the SPONSOR **at the time proposals are submitted.**

**AFFIDAVIT**

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.



**SPONSOR  
SUPPLEMENT TO PROPOSAL  
ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

**EXCEPTIONS:**

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
_____	_____	_____
_____	_____	_____
_____	_____	_____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. 0406073 \_\_\_\_\_ JLA Enterprises, Inc. dba JLA Const.  
(Name of Bidder)

F.A.P. No. TAPU-9142 (37) \_\_\_\_\_ Genniger And  
(Signature)

9-22-15 \_\_\_\_\_ Pres.  
(Date Executed) (Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

\_\_\_\_\_, being duly sworn, deposes and says that he is  
\_\_\_\_\_  
(Title) of (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(NOTARY SEAL)

## **Bid Check List**

### **Bid 15-42, Gordon Long Park Trailhead Improvements**

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers check must be from a financial institution located within the State of Arkansas and shall be made payable to the City of Fayetteville, AR.
  
- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
  
- \*  All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
  
- All bidders shall submit the following forms with each bid:
  
- \*  Bid Form,
  
- Bid Bond,
  
- \*  Bidder Qualifications,
  
- \*  List of Subcontractors,
  
- \*  List of Manufacturers,
  
- Anti-Collusion and Debarment Certification,

## **Bid Check List**

### **Bid 15-42, Gordon Long Park Trailhead Improvements**

Certification for Federal-Aid Contracts,

Certification of DBE (Disadvantaged Business Enterprises),

\*

DBE Participation,

**All pages** provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.

All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number (This is a Federal Aid Project and therefore a License Number is not required for bidding. Bids will not be rejected if the Contractors License Number is left blank).

City of Fayetteville, AR  
Purchasing Division – Suite 306  
113 W. Mountain  
Fayetteville, AR 72702

CONTRACTOR NAME: JLA Enterprises, Inc. dba JLA Const.

ARKANSAS CONTRACTORS LICENSE NUMBER: N/A  
(This is a Federal Aid Project and therefore a License Number is not required for bidding)

---



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

JLA Enterprises, Inc.  
6088 W. Farm Road 164  
Brookline, MO. 65619-7100

**SURETY:**

*(Name, legal status and principal place of business)*

**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

City of Fayetteville, Arkansas

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of Amount Bid \*\*\*

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Gordon Long Park Trailhead Improvements  
Fayetteville, Arkansas

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of September, 2015

*July L. Ragan*  
(Witness)

*Sammy Williams*  
(Witness)

JLA Enterprises, Inc.

*Jennifer Annan, Pres.*  
(Principal) *Pres.* (Seal)

(Title)  
**UNITED FIRE & CASUALTY COMPANY**  
*Charles [Signature]*  
(Surety) (Seal)  
Attorney in Fact  
(Title)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE, OR S. CHRISTINE TOWNSEND, ALL INDIVIDUALLY of SPRINGFIELD MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of October, 2015 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

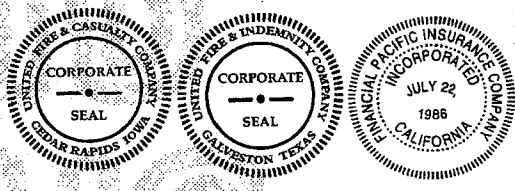
**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

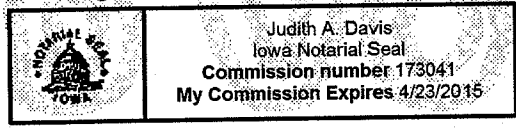
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of October, 2013

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



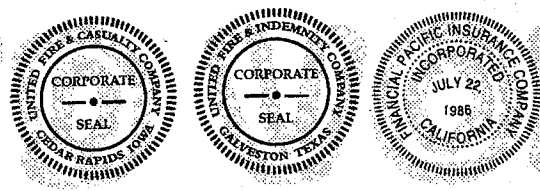
State of Iowa, County of Linn, ss:  
 On 14th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
 My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of September, 2015.



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC

## 010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. JLA ENTERPRISES, INC. d/b/a JLA CONSTRUCTION
2. Permanent main office address. P.O. BOX 718, BROOKLINE, MO 65619
3. When organized. 03/08/1983
4. If a corporation, where incorporated. MISSOURI
5. How many years have been engaged in the contracting business under your present firm or trade name? 32 YEARS
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). SEE ATTACHED LIST
7. General character of work performed by your company. GENERAL CONTRACTING
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a Contract? NO  
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO  
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. SEE ATTACHED LIST
12. List your major equipment available for this Contract. SEE ATTACHED LIST
13. Experience in construction work similar in importance to this project. SEE ATTACHED LIST
14. Background and experience of the principal members of your organization, including the officers.  
SEE ATTACHED RESUMES
15. Background and experience of the Master Electrician(s) licensed in the state of Arkansas (issued by the Arkansas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work.
16. Credit available: \$ 400,000.00
17. Give Bank reference: GUARANTY BANK OF NIXA/LANCE PEARCE
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES
19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of

Bidder's Qualifications.

20. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the proceeding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:

- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
- (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
- (c) Criminal proceedings.

Dated at BROOKLINE, MO this 17TH day of JUNE, 2015.

JLA ENTERPRISES, INC.  
(Name of Bidder)

By Jennifer Arndt

Title PRESIDENT

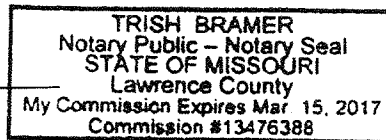
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF GREENE )

JENNIFER ARNDT being duly sworn deposes and says that he is  
PRESIDENT of JLA ENTERPRISES, INC.  
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.  
SUBSCRIBED AND SWORN TO BEFORE ME this 17th day of June, 2015.

Trish Bramer  
(Notary Public)

My Commission Expires:  
March 15, 2017



**DOCUMENT 00500 – AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: GORDON LONG PARK TRAILHEAD IMPROVEMENTS

Contract No.: Bid 15-42 Construction – Gordon Long Park Trailhead Improvements

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:

1. Mobilization/Demobilization
2. Clearing & Grubbing of vegetation in the damaged area.
3. Excavation of unsuitable soil down to rock or unyielding subgrade.
4. Select Fill under the sidewalk and restroom building.
5. Construction of sidewalks, handicap ramp and additional parking.
6. Installation of restroom building and appurtenances.
7. Installation of 4" sewer service and 1" water service.
8. Parking lot striping.
9. Trailhead lighting.
10. Site restoration including, topsoil, select grading, sod and seed.
11. Fence removal and reinstallation.
12. Interpretive display installation.



**DOCUMENT 00500 – AGREEMENT (continued)**

**ARTICLE 2 - ENGINEER**

2.01 The Project has been designed by the City of Fayetteville, Engineering Division, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer 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 will be Substantially Completed within **150** 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 **180** 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 Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial

**DOCUMENT 00500 – AGREEMENT (continued)**

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 Two Hundred Dollars (\$200.00) 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.

**DOCUMENT 00500 – AGREEMENT (continued)**

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 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.



**DOCUMENT 00500 – AGREEMENT (continued)**

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.
- 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

**DOCUMENT 00500 – AGREEMENT (continued)**

- (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.
  
- 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

**DOCUMENT 00500 – AGREEMENT (continued)**

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

**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.

**DOCUMENT 00500 – AGREEMENT (continued)**

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:

GORDON LONG PARK TRAILHEAD IMPROVEMENTS

8. 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.



**DOCUMENT 00500 – AGREEMENT (continued)**

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.

OTHER PROVISIONS: Not Applicable.

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.



**DOCUMENT 00500 – AGREEMENT (continued)**

This Agreement will be effective on \_\_\_\_\_, 20\_\_, which is the Effective Date of the Agreement.

JLA Construction CITY OF FAYETTEVILLE \_\_\_\_\_

Name Written: Jennifer Arndt Name Written: Lioneld Jordan

Signature: Jennifer Arndt Signature: \_\_\_\_\_

Title: President Title: Mayor

(SEAL)

(SEAL)

Attest Irish Brames Attest \_\_\_\_\_

**DOCUMENT 00500 – AGREEMENT (continued)**

Address for giving notices

Address for giving notices

P.O. Box 718  
Brookline, MO 65619

113 W. Mountain Street  
Fayetteville AR, 72701

License No. 0035800415

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

Agent for Service of process

\_\_\_\_\_

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

Approved As to Form:

By: \_\_\_\_\_

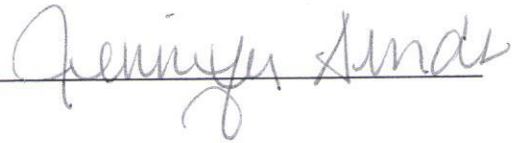
Attorney For: \_\_\_\_\_

END OF DOCUMENT 00500

CERTIFICATION OF CORPORATE OFFICIALS

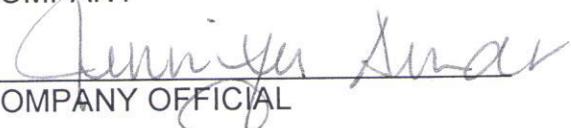
LISTED BELOW ARE THE OFFICERS/OWNERS/PARTNERS AUTHORIZED TO ENTER INTO AN AGREEMENT FOR JLA ENTERPRISES, INC.

JENNIFER ARNDT



JLA ENTERPRISES, INC.

COMPANY



COMPANY OFFICIAL

PRESIDENT

TITLE

SEPTEMBER 22, 2015

DATE

43-1280547

FEDERAL ID #



CORPORATE SEAL