

City of Fayetteville Staff Review Form

2018-0136

Legistar File ID

3/6/2018

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

Matt Casey

2/16/2018

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$3,891,372.55 with Sweetser Construction, Inc. for the construction of the Old Wire Road Protected Bike Lane & Sidewalk Project and approval of a project contingency of \$194,000.00 (5%). Approval of a Budget Adjustment.

Budget Impact:

5400.720-5600-5808.00	Water and Sewer Fund			
4520.9556-5809.00	Sales Tax Construction Bonds			
Account Number	Fund			
06035.2600	Old Wire Road (Mission to 265)			
12009.1	Project Title			
Project Number				
Budgeted Item?	<u>Yes</u>	Current Budget	\$	3,061,336.36
		Funds Obligated	\$	117,177.01
		Current Balance	\$	2,944,159.35
Does item have a cost?	<u>Yes</u>	Item Cost	\$	4,085,372.55
Budget Adjustment Attached?	<u>Yes</u>	Budget Adjustment	\$	1,638,759.00
		Remaining Budget	\$	497,545.80

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: Item cost reflects contract of \$3,891,372.55 plus a contingency of \$194,000.00 for a total item cost of \$4,085,372.55.



MEETING OF MARCH 6, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: February 16, 2018

SUBJECT: **Approval of a contract in the amount of \$3,891,372.55 with Sweetser Construction, Inc. for the construction of the Old Wire Road Protected Bike Lane & Sidewalk Project and approval of a project contingency of \$194,000.00 (5%). Approval of a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$3,891,372.55 to Sweetser Construction, Inc. for the construction of the Old Wire Road Protected Bike Lane & Sidewalk Project, approve a project contingency of \$194,000.00 (5%), and a Budget Adjustment to consolidate funds from an existing CIP Old Wire Road Project.

BACKGROUND:

The City of Fayetteville Engineering Division has prepared the design for the next phase of the Old Wire Road project from Ash Street to Gulley Park. This phase includes storm sewer improvements, curb and gutter, a two-way cycle track and a 5' wide sidewalk along the east side of Old Wire Road. The two-way cycle track planned between Ash Street and Gulley Park will be an enhanced bikeway that will provide a protected facility, separated from both cars and pedestrians, which will create the safest possible environment for all users. The cycle track will be constructed with several enhancements for safety and efficiency, to provide a world-class facility that can be used as a template elsewhere in the City and by other jurisdictions in the region.

In July of 2017, the City Council approved a grant agreement with the Walton Family Foundation. The grant is a 50/50 matching grant that will pay up to \$1,361,428.00 towards the construction of the cycle track along this project.

DISCUSSION:

On February 15, 2018, the City received three (3) construction bids for this project. Sweetser Construction, Inc. submitted the low bid which was approximately 0.6% above the Engineer's Estimate of \$3,867,148.95.

Schedule 1 (Transportation Bond Fund) – Includes installation of the roadway, storm sewer, cycle track and sidewalk construction. Total bid for Schedule 1 is \$3,786,482.55.

Schedule 2 (Water and Sewer Fund) – Includes all of the work required to relocate the City's water and sewer facilities for this project. Total bid for Schedule 2 is \$104,890.00
Total bid for this project is \$3,891,372.55.

Engineering staff recommends awarding this contract to Sweetser Construction, Inc. The contract time is 365 days (12 months) for final completion.

BUDGET/STAFF IMPACT:

The roadway, cycle track, sidewalk and storm sewer portion of this project is funded by the Transportation Bond Fund and the grant from the Walton Family Foundation. The water and sewer relocations in this project are funded by the Water and Sewer Fund. A budget adjustment is proposed to move CIP funds allocated to Old Wire Road from Project 10011 in the amount of \$497,545.00.

Attachments:

Bid Tab

Section 0500 Agreement

Section 0400 Bid Form

Budget Adjustment

Vicinity Map

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Old Wire Road Protected Bike Lane & Sidewalk Project (Ash St. to Gulley Park).

Contract No.: 18-21, Construction - Old Wire Road Protected Bike Lanes & Sidewalk Project
(Ash St. to Gulley Park)

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018 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:

Improvements to approximately 4,900 linear feet of Old Wire Road located between Ash St. and Gulley Park. The improvements include widening Old Wire Road on the east side of the roadway. Other improvements to be included in this project are: water relocations, two way cycle track & sidewalk construction, storm drainage, and lighting.

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 City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 2 - ENGINEER

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

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within **335** 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 **365** 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

DOCUMENT 00500 – AGREEMENT (continued)

that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville 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 unit 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.
1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**

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

5.02 **PROGRESS PAYMENTS, RETAINAGE:**

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% 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

DOCUMENT 00500 – AGREEMENT (continued)

- 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.

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.

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

DOCUMENT 00500 – AGREEMENT (continued)

title: Old Wire Road Protected Bike Lanes & Sidewalk Project (Ash St. to Gulley Park)

8. Addenda numbers ____ inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

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

DOCUMENT 00500 – AGREEMENT (continued)

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.

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. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

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

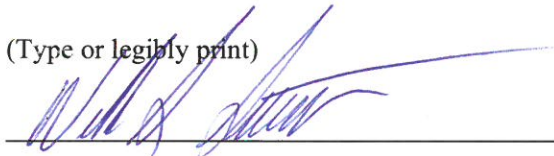
CONTRACTOR:

CITY OF FAYETTEVILLE

By: WILLIAM G SWEETSER

By: Lioneld Jordan

(Type or legibly print)



(Signature)

(Signature)

Title: PRESIDENT

Title: Mayor

DOCUMENT 00500 – AGREEMENT (continued)

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest Charles W Miller Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

SWEETSER CONSTRUCTION, INC.
590 W. POPLAR

FAYETTEVILLE, AR 72703

Address for giving notices

113 W. Mountain St.

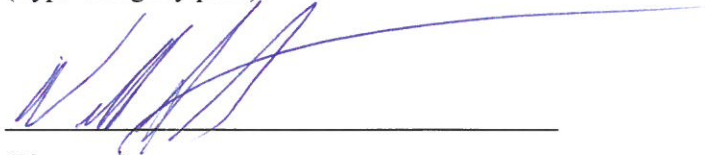
Fayetteville, AR 72701

License No. _____
ARKANSAS CONTRACTOR LICENSE #
0027470418

Agent for Service of process

WILLIAM G. SWEETSER

(Type or legibly print)



(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 0400-BID FORM

Contract Name: OLD WIRE ROAD PROTECTED BIKE LANE & SIDEWALK PROJECT

Bid Number: 18-21, CONSTRUCTION

BID TO:

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

BID FROM:

Bidder: SWEETSER CONSTRUCTION, INC.
590 West Poplar
Fayetteville, AR 72703

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 0400-BID FORM (continued)

ARTICLE 3- BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
#1	Feb. 6
#2	Feb. 9

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for

having done so) all such additional or supplementary examinations,

DOCUMENT 0400-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

0400-Bid Form - Addendum #2

00400-3

DOCUMENT 0400-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):

0400-Bid Form - Addendum #2

00400-4

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$90,000.00	\$90,000.00
2	Insurance and Bonding	LS	1	\$56,200.00	\$56,200.00
3	Roadway Construction Control (Staking)	LS	1	\$46,500.00	\$46,500.00
4	Trench & Excavation Safety Systems	LS	1	\$2,000.00	\$2,000.00
5	Clearing, Grubbing, & Demolition	LS	1	\$40,000.00	\$40,000.00
6	R&D Existing Storm Sewer	LF	726	\$10.00	\$7,260.00
7	R&D Existing Curb and Gutter	LF	1805	\$10.00	\$18,050.00
8	R&D Existing Asphalt Pavement	SY	1156	\$10.00	\$11,560.00
9	R&D Existing Concrete Pavement	SY	1600	\$10.00	\$16,000.00
10	R&D Existing Concrete Driveway	SY	628	\$10.00	\$6,280.00
11	R & D Existing Bridge, Headwalls, Wingwalls and Slope Paving at Overcrest	LS	1	\$9,000.00	\$9,000.00
12	R&D Existing Storm Drain Inlet or Junction Box	EA	6	\$500.00	\$3,000.00
13	R&D Existing 6' Wood Privacy Fence	LF	605	\$5.00	\$3,025.00
14	Remove and Salvage Existing 3-Rail White Fence	LF	360	\$10.00	\$3,600.00

15	R & D Existing Traffic Signal Poles, Mast Arms, Heads and Appurtenances & Return	LS	1	\$5,000.00	\$5,000.00
16	R&D Existing Street Sign and Return to Owner	EA	19	\$100.00	\$1,900.00
17	R&D Existing Guardrail	EA	3	\$900.00	\$2,700.00
18	R&D Existing Retaining Walls	LS	1	\$9,100.00	\$9,100.00

0400-Bid Form - Addendum #2

00400-5

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
19	R&D Existing Concrete Sidewalk	SY	645	\$10.00	\$6,450.00
20	R&D Existing Mailbox	EA	19	\$100.00	\$1,900.00
21	Unclassified Excavation (Plan Quantity)	CY	3890	\$16.50	\$64,185.00
22	Select Embankment (Plan Quantity)	CY	9645	\$22.00	\$212,190.00
23	Embankment (Plan Quantity)	CY	2764	\$22.00	\$60,808.00
24	Rock Excavation	CY	100	\$225.00	\$22,500.00
25	Subgrade Preparation (Plan Quantity)	SY	13877	\$4.00	\$55,508.00
26	4" Topsoil Placement	SY	10200	\$4.50	\$45,900.00
27	*Undercut and Stone Backfill	CY	100	\$38.00	\$3,800.00
28	18" RCP, Class III, Under Pavement	LF	398	\$50.00	\$19,900.00
29	18" RCP, Class III	LF	1613	\$43.00	\$69,359.00
30	24" RCP, Class III, Under Pavement	LF	302	\$77.00	\$23,254.00
31	24" RCP, Class III	LF	920	\$66.00	\$60,720.00
32	30" RCP, Class III	LF	11	\$90.00	\$990.00
33	36" RCP, Class III, Under Pavement	LF	42	\$175.00	\$7,350.00

34	36" RCP, Class III	LF	114	\$151.50	\$17,271.00
35	42" RCP, Class III	LF	19	\$172.50	\$3,277.50
36	48" RCP, Class III, Under Pavement	LF	168	\$213.00	\$35,784.00
37	48" RCP, Class III	LF	547	\$177.50	\$97,092.50
38	18" RCP FES w/Curtain Wall	EA	8	\$850.00	\$6,800.00

0400-Bid Form - Addendum #2

00400-6

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
39	Concrete Collar (Connection to Existing Storm Sewer)	EA	3	\$200.00	\$600.00
40	4' DIA. Drop Inlet	EA	21	\$2,800.00	\$58,800.00
41	5' DIA. Drop Inlet	EA	2	\$3,800.00	\$7,600.00
42	6' DIA. Drop Inlet	EA	8	\$4,600.00	\$36,800.00
43	4' x 8' Drop Inlet (DI 26)	EA	1	\$5,200.00	\$5,200.00
44	6' x 8' Drop Inlet (E. Elmwood Dr.)	EA	1	\$5,500.00	\$5,500.00
45	6' x 15.5' Double Inlet (DI 14 and DI 15)	LS	1	\$9,800.00	\$9,800.00
46	4' Drop Inlet Extension	EA	18	\$800.00	\$14,400.00
47	12' Drop Inlet Extension	EA	1	\$2,400.00	\$2,400.00
48	Trench Drain (W. Overcrest)	EA	2	\$9,000.00	\$18,000.00
49	Remove Existing Inlet Top and Adjust to Grade Incl. Back Opening (E. Overcrest)	LS	1	\$1,500.00	\$1,500.00
50	12" Nyloplast Drain Basin with Grate	EA	2	\$1,800.00	\$3,600.00
51	12" ADS N12 Storm Sewer Pipe	LF	112	\$34.00	\$3,808.00
	12' x 4' Reinforced Concrete Box Culvert				

52	with Headwalls and Wingwalls	LS	1	\$99,000.00	\$99,000.00
53	Rip Rap w/ Filter Blanket	SY	25	\$75.00	\$1,875.00
54	Pavement Milling	SY	7821	\$2.90	\$22,680.90
55	Class 7 Aggregate Base Course	TON	1269	\$28.00	\$35,532.00
56	HMAC Surface Course (PG70-22)	TON	1255	\$77.30	\$97,011.50
57	HMAC Binder Course (PG70-22)	TON	261	\$73.85	\$19,274.85

0400-Bid Form - Addendum #2

00400-7

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
58	Asphalt Concrete Patching for Maintenance of Traffic	TON	75	\$125.00	\$9,375.00
59	Aggregate Base for Roadway Maintenance	TON	50	\$28.00	\$1,400.00
60	Asphalt Street T-Patch	SY	250	\$75.00	\$18,750.00
61	4" Class B 4000 PSI Concrete Pavement (For Road Widening)	SY	545	\$52.00	\$28,340.00
62	18" Concrete Curb & Gutter	LF	5880	\$14.00	\$82,320.00
63	24" Concrete Curb & Gutter	LF	428	\$14.00	\$5,992.00
64	Stamped Concrete Buffer	SY	1620	\$136.18	\$220,611.60
65	4" Concrete Cycle Track w/ Class & Base	SY	4900	\$45.00	\$220,500.00
66	4" Concrete Sidewalk w/Class 7 Base	SY	2300	\$45.00	\$103,500.00
67	6" Wide Concrete Sidewalk Turndown	LF	40	\$20.00	\$800.00
68	6" Concrete Driveway w/Class 7 Base	SY	940	\$56.00	\$52,640.00
69	Cast-in-Place Detectable Warning Devices (Truncated Domes)	SF	266	\$20.00	\$5,320.00

70	Refuge Island (Township Intersection)	LS	1	\$6,250.00	\$6,250.00
71	Modular Block Retaining Wall	SF	4450	\$48.00	\$213,600.00
72	Brown Washed River Rock with Fabric	SY	345	\$35.00	\$12,075.00
73	Furnish and Install Mailbox	EA	19	\$200.00	\$3,800.00
74	Solid Sod	SY	10200	\$4.00	\$40,800.00
75	6' Wood Privacy Fence	LF	940	\$30.00	\$28,200.00
76	2 Rail Wood Fence	LF	70	\$25.00	\$1,750.00

0400-Bid Form - Addendum #2

00400-8

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
77	Ameristar Fence	LF	363	\$50.00	\$18,150.00
78	Temporary Chain Link Fence	LF	100	\$26.00	\$2,600.00
79	Tree Protection Fencing (Use as Directed)	LF	500	\$5.00	\$2,500.00
80	24" Solid White Pavement Markings (Thermoplastic)	LF	44	\$25.00	\$1,100.00
81	Brick Pattern Pavement Marking (Thermoplastic)	SF	192	\$35.00	\$6,720.00
82	8" Solid Yellow Pavement Marking (Paint)	LF	4250	\$5.00	\$21,250.00
83	6" Solid White Pavement Markings (Thermoplastic)	LF	940	\$1.25	\$1,175.00
84	4" Solid White Pavement Markings (Thermoplastic)	LF	20	\$1.00	\$20.00
85	4" Solid Yellow Pavement Markings (Paint)	LF	406	\$2.00	\$812.00
86	6" Solid Yellow Pavement Markings (Paint)	LF	16	\$3.00	\$48.00
87	6" Solid White Pavement Markings (Paint)	LF	16	\$3.00	\$48.00
	4" Skip Yellow Pavement Markings				

88	(Paint)	LF	1162	\$2.00	\$2,324.00
89	6" Solid Double Yellow Pavement Markings (Thermoplastic)	LF	4868	\$2.50	\$12,170.00
90	12" Solid White Stop Bar (Thermoplastic)	LF	245	\$15.00	\$3,675.00
91	72" x 24" White Crosswalk Stripe (Thermoplastic)	EA	84	\$150.00	\$12,600.00
92	20" x 20" White Elephant Feet (Thermoplastic)	EA	140	\$30.00	\$4,200.00
93	Green Bicycle Lane Coating for Intersections	SF	4458	\$25.00	\$111,450.00
94	White Pavement Symbols (Arrows - Thermoplastic)	EA	35	\$400.00	\$14,000.00
95	White Pavement Symbols ("Only" - Thermoplastic)	EA	6	\$450.00	\$2,700.00

0400-Bid Form - Addendum #2

00400-9

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
96	Pavement Symbols (Helmeted Bicyclist Symbol - Thermo.)	EA	21	\$750.00	\$15,750.00
97	24" x 30" R2-1 Speed Limit Sign with Support	EA	7	\$400.00	\$2,800.00
98	30" x 30" R1-1 Stop Sign with Support	EA	6	\$400.00	\$2,400.00
99	D3-1 Street Name Sign with Mounting Hardware	EA	10	\$400.00	\$4,000.00
100	12" x 18" R9-7 Traffic Sign with Support	EA	1	\$400.00	\$400.00
101	24" x 18" R3-17 Bike Lane Sign with Support	EA	2	\$400.00	\$800.00
102	24" x 8" R3-17bP Ends Sign with Support	EA	2	\$400.00	\$800.00
103	24" x 24" W2-4 Traffic Sign with 18" x 9" W(Special) Look Sign w/Support	EA	20	\$400.00	\$8,000.00
104	30" x 30" R10-15 Traffic Sign with Support	EA	29	\$400.00	\$11,600.00
105	12" x 8" R-10-10b Bicycle Signal Sign	EA	2	\$275.00	\$550.00

106	9" x 15" R10-3e Traffic Sign (Signal Poles)	EA	4	\$65.00	\$260.00
107	30" x 36" R10-12M Traffic Sign (Mast Arm)	EA	4	\$310.00	\$1,240.00
108	D3-1 Intersection Guide Signs (Mast Arm)	EA	4	\$500.00	\$2,000.00
109	30" x 30" Traffic Sign - Special (Hawk Arm)	EA	2	\$275.00	\$550.00
110	Relocate Existing Utility Sign	EA	1	\$200.00	\$200.00
111	Traffic Control & Maintenance	LS	1	\$326,600.00	\$326,600.00
112	Project Signs	EA	2	\$700.00	\$1,400.00
113	Site Photographs & Video	LS	1	\$3,500.00	\$3,500.00
114	Erosion Control Sediment Log Check	EA	2	\$350.00	\$700.00
115	Erosion Control Curb Inlet Protection	EA	32	\$200.00	\$6,400.00

0400-Bid Form - Addendum #2

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DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	PRICE	TOTAL
116	Erosion Control Silt Fence	LF	5122	\$5.00	\$25,610.00
117	Erosion Control (General)	LS	1	\$8,000.00	\$8,000.00
118	Street Light Pull Box 6" x 8"	EA	58	\$275.00	\$15,950.00
119	1 1/2" Electrical Conduit	LF	4300	\$13.00	\$55,900.00
120	Street Light Fixture, Pole and Foundation	EA	56	\$3,875.00	\$217,000.00
121	Repair/Relocate Existing Irrigation Lines	LS	1	\$1,000.00	\$1,000.00
122	Remove Section and Set New Post for Existing 3-Rail Wood Fence	LS	1	\$700.00	\$700.00
123	Extend Existing 4" Drain Line and Connect to Drop Inlet	EA	1	\$700.00	\$700.00
124	Relocate Existing Sign (Sta 42+14 Rt)	LS	1	\$1,500.00	\$1,500.00
OLD WIRE RD. AND TOWNSHIP ST. SIGNAL					
125	System Local Controller , TS2-Type 2 (16-Phase) & Cabinet with Foundation	EA	1	\$23,125.00	\$23,125.00

126	Ethernet Switch, T100 Hardened (8-Port)	EA	1	\$903.00	\$903.00
127	Traffic Signal Head (3-Section)(LED)	EA	9	\$790.00	\$7,110.00
128	Traffic Signal Head (4-Section)(LED)	EA	4	\$990.00	\$3,960.00
129	Traffic Signal Head (3-Section)(LED)(Bicycle)	EA	3	\$860.00	\$2,580.00
130	Countdown Pedestrian Signal Head (LED)	EA	4	\$765.00	\$3,060.00
131	Traffic Signal Cable (7C/14 AWG)	LF	424	\$2.00	\$848.00
132	Traffic Signal Cable (20C/14 AWG)	LF	735	\$4.45	\$3,270.75
133	Lead in Cable (Feeder Wire)	LF	719	\$1.00	\$719.00
134	Non-Metallic Conduit (3")	LF	559	\$24.50	\$13,695.50
135	Galvanized Steel Conduit (1.25")	LF	10	\$13.00	\$130.00

0400-Bid Form - Addendum #2

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DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
136	Concrete Pull Box (Type 1)	EA	4	\$690.00	\$2,760.00
137	Concrete Pull Box (Type 2)	EA	1	\$735.00	\$735.00
138	Traffic Signal Mast Arm (30') & Pole (21') with Foundation	EA	1	\$12,175.00	\$12,175.00
139	Traffic Signal Mast Arm (36') & Pole (21') with Foundation	EA	1	\$12,250.00	\$12,250.00
140	Traffic Signal Mast Arm (36') & Pole (35') with Foundation	EA	1	\$14,100.00	\$14,100.00
141	Traffic Signal Mast Arm (52') & Pole (35') with Foundation	EA	1	\$20,400.00	\$20,400.00
142	Traffic Signal Pedestal Pole (15') with Foundation	EA	1	\$2,000.00	\$2,000.00
143	Video Detector (CLR)	EA	6	\$2,450.00	\$14,700.00
144	Video Monitor w/Mouse	EA	1	\$530.00	\$530.00
	Video Detection Card				

145	ITSP-V100	EA	6	\$2,840.00	\$17,040.00
146	Video Detecto Rack (16 Channel)	EA	1	\$1,305.00	\$1,305.00
147	Video Cable	LF	1402	\$2.65	\$3,715.30
148	Coax Cable (8281)	LF	1402	\$0.70	\$981.40
149	Electrical Conductors-in-Conduit (2C/6 A.W.G., EGC)	LF	20	\$4.60	\$92.00
150	Electrical Conductors-in-Conduit (1C/8 A.W.G., EGC)	LF	582	\$1.30	\$756.60
151	Electrical Conductors for Luminaires (2C/12 A.W.G.)	LF	559	\$1.15	\$642.85
152	Luminare Assembly (Full Cutoff)(LED)	EA	2	\$995.00	\$1,990.00
153	Service Point Assembly (2 Circuits)	EA	1	\$1,500.00	\$1,500.00
153.5	6 Channel Surge Suppression Panel	EA	1	\$1,920.00	\$1,920.00

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DOCUMENT 0400-BID FORM (continued)

OLD WIRE RD. PEDESTRIAN HYBRID BEACON					
154	System Local Controller , TS2-Type 2 (8-Phase) & Cabinet with Foundation	EA	1	\$15,340.00	\$15,340.00
155	Ethernet Switch, T100 Hardened (8-Port)	EA	1	\$903.00	\$903.00
156	Traffic Signal Head (3-Section)(LED)(12" Faces)	EA	4	\$1,182.00	\$4,728.00
157	Countdown Pedestrian Signal Head (LED)	EA	2	\$777.00	\$1,554.00
158	Traffic Signal Cable (7C/14 AWG)	LF	275	\$2.00	\$550.00
159	Traffic Signal Cable (20C/14 AWG)	LF	72	\$5.30	\$381.60
160	Lead in Cable (Feeder Wire)	LF	130	\$1.15	\$149.50
161	Non-Metallic Conduit (3")	LF	94	\$24.50	\$2,303.00
162	Non-Metallic Conduit (2")	LF	20	\$9.00	\$180.00

163	Galvanized Steel Conduit (1.25")	LF	8	\$12.85	\$102.80
164	Concrete Pull Box (Type 1)	EA	2	\$690.00	\$1,380.00
165	Quazite 6" x 8" Pull Box	EA	1	\$330.00	\$330.00
166	Traffic Signal Mast Arm (42') & Pole (35') with Foundation	EA	1	\$1,645.00	\$1,645.00
167	Traffic Signal Pedestal Pole (10') with Foundation	EA	1	\$2,000.00	\$2,000.00
168	Traffic Signal Pedestal Pole (5.5') with Foundation	EA	2	\$1,800.00	\$3,600.00
169	Electrical Conductors-in-Conduit (2C/6 A.W.G., EGC)	LF	8	\$4.60	\$36.80
170	Electrical Conductors-in-Conduit (1C/8 A.W.G., EGC)	LF	150	\$1.30	\$195.00
171	Electrical Conductors for Luminaires (2C/12 A.W.G.)	LF	124	\$1.15	\$142.60
172	Luminare Assembly (Full Cutoff)(LED)	EA	1	\$995.00	\$995.00

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DOCUMENT 0400-BID FORM (continued)

173	Service Point Assembly (2 Circuits)	EA	1	\$1,500.00	\$1,500.00
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TOTAL AMOUNT BID (SCHEDULE 1)

\$3,786,482.55

BID SCHEDULE 2

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
174	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	\$2,500.00	\$2,500.00
175	8" PVC, C-900, Class 200 DR-14 Water Main	LF	320	\$39.50	\$12,640.00
176	6" PVC, C-900, Class 200 DR-14 Water Main	LF	20	\$35.50	\$710.00

177	1" Copper Water Service Tubing	LF	60	\$26.00	\$1,560.00
178	8" Gate Valve with Box	EA	2	\$2,400.00	\$4,800.00
179	Three Way Fire Hydrant Assembly with Valve	EA	3	\$4,500.00	\$13,500.00
180	Remove Existing Fire Hydrant and Deliver to Owner	EA	2	\$800.00	\$1,600.00
181	6" X 6" Tapping Sleeve and Valve with Box	EA	4	\$3,800.00	\$15,200.00
182	Epoxy Coated Ductile Iron Fittings	LB	3500	\$7.00	\$24,500.00
183	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$2,500.00	\$2,500.00
184	Remove Existing Meter Setting	EA	1	\$500.00	\$500.00
185	8" Saddle, 1" Corporation Stop and Tap	EA	1	\$400.00	\$400.00
186	16" Direct Bury Steel Casing	LF	99	\$120.00	\$11,880.00

0400-Bid Form - Addendum #2

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DOCUMENT 0400-BID FORM (continued)

187	2" HDPE Casing	LF	50	\$13.00	\$650.00
188	Cut and Cap Existing 6" Water Main	EA	4	\$450.00	\$1,800.00
189	Adjust Existing Water Valve to Grade	EA	9	\$300.00	\$2,700.00
190	Abandon Existing Water Valve	EA	1	\$500.00	\$500.00
191	Relocate/Adjust to Grade Existing Water Meter	EA	11	\$150.00	\$1,650.00
192	Adjust Existing Sewer Manhole to Grade Using Riser Rings	EA	4	\$300.00	\$1,200.00
193	Concrete Anchor Collar	EA	2	\$200.00	\$400.00

194	Relocate Existing Fire Hydrant	LS	1	\$2,200.00	\$2,200.00
195	Remove Cone and Reconstruct Sewer Manhole to Grade	EA	1	\$1,500.00	\$1,500.00

TOTAL AMOUNT BID (SCHEDULE 2) \$104,890.00

TOTAL AMOUNT BID (SCHEDULE 1 + 2) \$3,891,372.55

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

ARTICLE 5- CONTRACT TIMES

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

0400-Bid Form - Addendum #2

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DOCUMENT 0400-BID FORM (continued)

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 cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of _____ 5% _____ 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:

Charlie Miller

Email charlie@sweetserconstruction.com

Phone No. 479-443-3026

Fax No. 479-442-0119

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 Feb. 15, 2018.

Arkansas State Contractor License No. _____ **ARKANSAS CONTRACTOR LICENSE #**
0027470410

0400-Bid Form - Addendum #2

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DOCUMENT 0400-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. _____

Email Address: _____

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. _____

Email Address: _____

0400-Bid Form - Addendum #2

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DOCUMENT 0400-BID FORM (continued)

A Corporation or LLC

Corporation Name : SWEETSER CONSTRUCTION, INC. (SEAL)

State of Incorporation: ARKANSAS

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

General Business

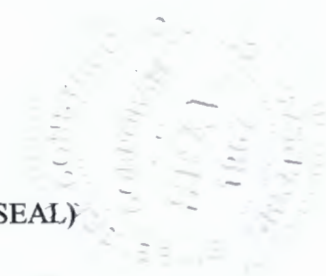
By: [Signature]

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

Name (type or printed): WILLIAM G SWEETSER

Title: PRESIDENT

SWEETSER CONSTRUCTION, INC.



(CORPORATE SEAL)

Attest: Sharon J Sweetser
(Signature of Corporate Secretary)

SWEETSER CONSTRUCTION, INC.
Business address: 590 W. POPLAR
FAYETTEVILLE, AR 72703

Phone No: 479-443-3026 Fax No. 479-442-0119

Email Address: _____

Tax ID Number (TIN) 71-0399789

DUNS # _____

Cage Code: _____

END OF DOCUMENT 00400

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Sweetser Construction Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701, as Obligee, in the sum of Five Percent of Bid Dollars (\$5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for furnishing all labor and materials for Bid 18-21, Construction - Old Wire Road Protected Bike Lane & Sidewalk Project (Ash St. to Gulley Park), Fayetteville, AR ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 15th day of February, 2018.

Sweetser Construction Inc.

(Principal)

By: _____

William Sweetser

Travelers Casualty and Surety Company of America

By: _____

David Chilson, 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. 227800

Certificate No. 006959117

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

Cheryl Ann Pankey, Adrian Luttell, Roland Julian, and David Chilson

of the City of Fayetteville, 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 29th day of August, 2016.

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: Robert L. Raney, Senior Vice President

On this the 29th day of August, 2016, 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, 2021.



Marie C. Tetreault
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 15th day of February, 2018.


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



Construction - Old Wire Rd. Protected Bike Lane & Sidewalk Project

Bid No. 18-21

Official Bid Tabulation

Bid No. 18-21

Date: 02.15.2018

Time: 2:00 PM

Lionel Jordan, Mayor

Certification of Funds: \$3,860,000.00

Max Bid Award Limit: \$4,825,00.00

Number of Addendums: 2

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	APAC-Central, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BID SCHEDULE 1									
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$ 218,000.00	\$ 218,000.00	\$ 175,000.00	\$ 175,000.00	\$ 90,000.00	\$ 90,000.00
2	Insurance and Bonding	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 175,000.00	\$ 175,000.00	\$ 56,200.00	\$ 56,200.00
3	Roadway Construction Control (Staking)	LS	1	\$ 49,000.00	\$ 49,000.00	\$ 60,000.00	\$ 60,000.00	\$ 46,500.00	\$ 46,500.00
4	Trench & Excavation Safety Systems	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 15,000.00	\$ 15,000.00	\$ 2,000.00	\$ 2,000.00
5	Clearing, Grubbing, & Demolition	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 40,000.00	\$ 40,000.00
6	R&D Existing Storm Sewer	LS	726	\$ 10.64	\$ 7,724.64	\$ 15.00	\$ 10,890.00	\$ 10.00	\$ 7,260.00
7	R&D Existing Curb & Gutter	LF	1,805	\$ 9.46	\$ 17,075.30	\$ 12.00	\$ 21,660.00	\$ 10.00	\$ 18,050.00
8	R&D Existing Asphalt Pavement	SY	1,156	\$ 10.55	\$ 12,195.80	\$ 12.00	\$ 13,872.00	\$ 10.00	\$ 11,560.00
9	R&D Existing Concrete Driveway	SY	1,600	\$ 14.47	\$ 23,152.00	\$ 15.00	\$ 24,000.00	\$ 10.00	\$ 16,000.00
10	R&D Existing Concrete Driveway	SY	628	\$ 11.65	\$ 7,316.20	\$ 15.00	\$ 9,420.00	\$ 10.00	\$ 6,280.00
11	R&D Existing Bridge, Headwalls, Wingwalls and Slope Paving at Overcrest	LS	1	\$ 10,717.53	\$ 10,717.53	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00
12	R&D Existing Storm Drain Inlet or Junction Box	EA	6	\$ 1,469.07	\$ 8,814.42	\$ 800.00	\$ 4,800.00	\$ 500.00	\$ 3,000.00
13	R&D Existing 6' Wood Privacy Fence	LF	605	\$ 5.98	\$ 3,617.90	\$ 8.00	\$ 4,840.00	\$ 5.00	\$ 3,025.00
14	Remove and Salvage Existing 3-Rail White Fence	LF	360	\$ 10.91	\$ 3,927.60	\$ 6.00	\$ 2,160.00	\$ 10.00	\$ 3,600.00
15	R&D Existing Traffic Signal Poles, Mast Arms, Heads and Appurtenances & Return	LS	1	\$ 5,400.00	\$ 5,400.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
16	R&D Existing Street Sign and Return to Owner	EA	19	\$ 229.45	\$ 4,359.55	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00
17	R&D Existing Guardrail	EA	3	\$ 1,309.39	\$ 3,928.17	\$ 800.00	\$ 2,400.00	\$ 900.00	\$ 2,700.00
18	R&D Existing Retaining Walls	LS	1	\$ 7,691.41	\$ 7,691.41	\$ 6,000.00	\$ 6,000.00	\$ 9,100.00	\$ 9,100.00
19	R&D Existing Concrete Sidewalk	SY	645	\$ 11.35	\$ 7,320.75	\$ 15.00	\$ 9,675.00	\$ 10.00	\$ 6,450.00
20	R&D Existing Mailbox	EA	19	\$ 349.08	\$ 6,632.52	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00
21	Unclassified Excavation (Plan Quantity)	CY	3,890	\$ 27.50	\$ 106,975.00	\$ 8.00	\$ 31,120.00	\$ 16.50	\$ 64,185.00
22	Select Embankment (Plan Quantity)	CY	9,645	\$ 29.75	\$ 286,938.75	\$ 17.00	\$ 163,965.00	\$ 22.00	\$ 212,190.00
23	Embankment (Plan Quantity)	CY	2,764	\$ 27.00	\$ 74,628.00	\$ 14.00	\$ 38,696.00	\$ 22.00	\$ 60,808.00
24	Rock Excavation	CY	100	\$ 165.86	\$ 16,586.00	\$ 125.00	\$ 12,500.00	\$ 225.00	\$ 22,500.00
25	Subgrade Preparation (Plan Quantity)	SY	13,877	\$ 3.43	\$ 47,598.11	\$ 4.00	\$ 55,508.00	\$ 4.00	\$ 55,508.00
26	4" Topsoil Placement	SY	10,200	\$ 11.34	\$ 115,668.00	\$ 3.00	\$ 30,600.00	\$ 4.50	\$ 45,900.00
27	*Undercut and Stone Backfill	CY	100	\$ 66.92	\$ 6,692.00	\$ 35.00	\$ 3,500.00	\$ 38.00	\$ 3,800.00
28	18" RCP, Class III, Under Pavement	LF	398	\$ 55.51	\$ 22,092.98	\$ 85.00	\$ 33,830.00	\$ 50.00	\$ 19,900.00
29	18" RCP, Class III	LF	1,613	\$ 41.10	\$ 66,294.30	\$ 45.00	\$ 72,585.00	\$ 43.00	\$ 69,359.00
30	24" RCP, Class III, Under Pavement	LF	302	\$ 72.38	\$ 21,858.76	\$ 105.00	\$ 31,710.00	\$ 77.00	\$ 23,254.00
31	24" RCP, Class III	LF	920	\$ 57.53	\$ 52,927.60	\$ 65.00	\$ 59,800.00	\$ 66.00	\$ 60,720.00
32	30" RCP, Class III	LF	11	\$ 128.80	\$ 1,416.80	\$ 150.00	\$ 1,650.00	\$ 90.00	\$ 990.00
33	36" RCP, Class III, Under Pavement	LF	42	\$ 146.05	\$ 6,134.10	\$ 175.00	\$ 7,350.00	\$ 175.00	\$ 7,350.00
34	36" RCP, Class III	LF	114	\$ 101.53	\$ 11,574.42	\$ 115.00	\$ 13,110.00	\$ 151.50	\$ 17,271.00
35	42" RCP, Class III	LF	19	\$ 149.11	\$ 2,833.09	\$ 200.00	\$ 3,800.00	\$ 172.50	\$ 3,277.50
36	48" RCP, Class III, Under Pavement	LF	168	\$ 148.33	\$ 24,919.44	\$ 225.00	\$ 37,800.00	\$ 213.00	\$ 35,784.00
37	48" RCP, Class III	LF	547	\$ 122.99	\$ 67,275.53	\$ 175.00	\$ 95,725.00	\$ 177.50	\$ 97,092.50
38	18" RCP FES w/ Curtain Wall	EA	8	\$ 852.45	\$ 6,819.60	\$ 1,200.00	\$ 9,600.00	\$ 850.00	\$ 6,800.00
39	Concrete Collar (Connection to Existing Storm Sewer)	EA	3	\$ 1,631.58	\$ 4,894.74	\$ 1,000.00	\$ 3,000.00	\$ 200.00	\$ 600.00
40	4' DIA. Drop Inlet	EA	21	\$ 4,308.50	\$ 90,478.50	\$ 3,800.00	\$ 79,800.00	\$ 2,800.00	\$ 58,800.00
41	5' DIA. Drop Inlet	EA	2	\$ 4,082.21	\$ 8,164.42	\$ 4,300.00	\$ 8,600.00	\$ 3,800.00	\$ 7,600.00
42	6' DIA. Drop Inlet	EA	8	\$ 6,751.23	\$ 54,009.84	\$ 5,000.00	\$ 40,000.00	\$ 4,600.00	\$ 36,800.00
43	4' x 8' Drop Inlet (DI 26)	EA	1	\$ 7,944.55	\$ 7,944.55	\$ 17,000.00	\$ 17,000.00	\$ 5,200.00	\$ 5,200.00
44	6' x 8' Drop Inlet (E. Elmwood Dr.)	EA	1	\$ 8,719.80	\$ 8,719.80	\$ 14,000.00	\$ 14,000.00	\$ 5,500.00	\$ 5,500.00
45	6' x 15 5' Double Inlet (DI 14 and DI 15)	LS	1	\$ 15,946.81	\$ 15,946.81	\$ 24,000.00	\$ 24,000.00	\$ 9,800.00	\$ 9,800.00
46	4' Drop Inlet Extension	EA	18	\$ 772.32	\$ 13,901.76	\$ 1,000.00	\$ 18,000.00	\$ 800.00	\$ 14,400.00
47	12' Drop Inlet Extension	EA	1	\$ 2,638.66	\$ 2,638.66	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00
48	Trench Drain (W. Overcrest)	EA	2	\$ 14,514.22	\$ 29,028.44	\$ 11,000.00	\$ 22,000.00	\$ 9,000.00	\$ 18,000.00
49	Remove Existing Inlet Top and Adjust to Grade Incl. Back Opening (E. Overcrest)	LS	1	\$ 4,483.71	\$ 4,483.71	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
50	12" Nyloplast Drain Basin with Grate	EA	2	\$ 2,393.89	\$ 4,787.78	\$ 1,400.00	\$ 2,800.00	\$ 1,800.00	\$ 3,600.00
51	12" ADS N12 Storm Sewer Pipe	LF	112	\$ 24.60	\$ 2,755.20	\$ 40.00	\$ 4,480.00	\$ 34.00	\$ 3,808.00
52	12' x 4' Reinforced Concrete Box Culvert with Headwalls and Wingwalls	LS	1	\$ 127,040.70	\$ 127,040.70	\$ 82,000.00	\$ 82,000.00	\$ 99,000.00	\$ 99,000.00
53	Rip Rap w/ Filter Blanket	SY	25	\$ 137.63	\$ 3,440.75	\$ 80.00	\$ 2,000.00	\$ 75.00	\$ 1,875.00
54	Pavement Milling	SY	7,821	\$ 6.25	\$ 48,881.25	\$ 8.00	\$ 62,568.00	\$ 2.90	\$ 22,680.90
55	Class 7 Aggregate Base Course	TON	1,269	\$ 30.69	\$ 38,945.61	\$ 38.00	\$ 48,222.00	\$ 28.00	\$ 35,532.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	APAC-Central, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
56	HMAC Surface Course (PG70-22)	TON	1,255	\$ 96.00	\$ 120,480.00	\$ 100.00	\$ 125,500.00	\$ 77.30	\$ 97,011.50
57	HMAC Binder Course (PG70-22)	TON	261	\$ 96.00	\$ 25,056.00	\$ 125.00	\$ 32,625.00	\$ 73.85	\$ 19,274.85
58	Asphalt Concrete Patching for Maintenance of Traffic	TON	75	\$ 450.00	\$ 33,750.00	\$ 200.00	\$ 15,000.00	\$ 125.00	\$ 9,375.00
59	Aggregate Base for Roadway Maintenance	TON	50	\$ 253.59	\$ 12,679.50	\$ 65.00	\$ 3,250.00	\$ 28.00	\$ 1,400.00
60	Asphalt Street T-Patch	SY	250	\$ 67.05	\$ 16,762.50	\$ 115.00	\$ 28,750.00	\$ 75.00	\$ 18,750.00
61	4" Class B 4000 PSI Concrete Pavement (For Road Widening)	SY	545	\$ 29.51	\$ 16,082.95	\$ 65.00	\$ 35,425.00	\$ 52.00	\$ 28,340.00
62	18" Concrete Curb & Gutter	LF	5,880	\$ 17.88	\$ 105,134.40	\$ 18.00	\$ 105,840.00	\$ 14.00	\$ 82,320.00
63	24" Concrete Curb & Gutter	LF	428	\$ 38.13	\$ 16,319.64	\$ 25.00	\$ 10,700.00	\$ 14.00	\$ 5,992.00
64	Stamped Concrete Buffer	SY	1,620	\$ 160.13	\$ 259,410.60	\$ 90.00	\$ 145,800.00	\$ 136.18	\$ 220,611.60
65	4" Concrete Cycle Track w/ Class & Base	SY	4,900	\$ 41.93	\$ 205,457.00	\$ 65.00	\$ 318,500.00	\$ 45.00	\$ 220,500.00
66	4" Concrete Sidewalk w/ Class 7 Base	SY	2,300	\$ 48.90	\$ 112,470.00	\$ 48.00	\$ 110,400.00	\$ 45.00	\$ 103,500.00
67	6" Wide Concrete Sidewalk Turndown	LF	40	\$ 239.79	\$ 9,591.60	\$ 50.00	\$ 2,000.00	\$ 20.00	\$ 800.00
68	6" Concrete Driveway w/ Class 7 Base	SY	940	\$ 72.33	\$ 67,990.20	\$ 68.00	\$ 63,920.00	\$ 56.00	\$ 52,640.00
69	Cast-in-Place Detectable Warning Devices (Truncated Domes)	SF	266	\$ 12.60	\$ 3,351.60	\$ 35.00	\$ 9,310.00	\$ 20.00	\$ 5,320.00
70	Refuge Island (Township Intersection)	LS	1	\$ 14,078.76	\$ 14,078.76	\$ 12,000.00	\$ 12,000.00	\$ 6,250.00	\$ 6,250.00
71	Modular Block Retaining Wall	SF	4,450	\$ 28.57	\$ 127,136.50	\$ 65.00	\$ 289,250.00	\$ 48.00	\$ 213,600.00
72	Brown Washed River Rock with Fabric	SY	345	\$ 33.97	\$ 11,719.65	\$ 22.00	\$ 7,590.00	\$ 35.00	\$ 12,075.00
73	Furnish and Install Mailbox	EA	19	\$ 208.72	\$ 3,965.68	\$ 200.00	\$ 3,800.00	\$ 200.00	\$ 3,800.00
74	Solid Sod	SY	10,200	\$ 4.16	\$ 42,432.00	\$ 4.00	\$ 40,800.00	\$ 4.00	\$ 40,800.00
75	6' Wood Privacy Fence	LF	940	\$ 32.40	\$ 30,456.00	\$ 35.00	\$ 32,900.00	\$ 30.00	\$ 28,200.00
76	2 Rail Wood Fence	LF	70	\$ 27.00	\$ 1,890.00	\$ 30.00	\$ 2,100.00	\$ 25.00	\$ 1,750.00
77	Ameristar Fence	LF	363	\$ 54.00	\$ 19,602.00	\$ 40.00	\$ 14,520.00	\$ 50.00	\$ 18,150.00
78	Temporary Chain Link Fence	LF	100	\$ 28.08	\$ 2,808.00	\$ 15.00	\$ 1,500.00	\$ 26.00	\$ 2,600.00
79	Tree Protection Fencing (Use as Directed)	LF	500	\$ 11.32	\$ 5,660.00	\$ 8.00	\$ 4,000.00	\$ 5.00	\$ 2,500.00
80	24" Solid White Pavement Markings (Thermoplastic)	LF	44	\$ 27.00	\$ 1,188.00	\$ 30.00	\$ 1,320.00	\$ 25.00	\$ 1,100.00
81	Brick Pattern Pavement Marking (Thermoplastic)	SF	192	\$ 37.80	\$ 7,257.60	\$ 45.00	\$ 8,640.00	\$ 35.00	\$ 6,720.00
82	8" Solid Yellow Pavement Marking (Paint)	LF	4,250	\$ 5.40	\$ 22,950.00	\$ 6.00	\$ 25,500.00	\$ 5.00	\$ 21,250.00
83	6" Solid White Pavement Markings (Thermoplastic)	LF	940	\$ 1.35	\$ 1,269.00	\$ 1.50	\$ 1,410.00	\$ 1.25	\$ 1,175.00
84	4" Solid White Pavement Markings (Thermoplastic)	LF	20	\$ 1.08	\$ 21.60	\$ 1.50	\$ 30.00	\$ 1.00	\$ 20.00
85	4" Solid Yellow Pavement Markings (Paint)	LF	406	\$ 2.16	\$ 876.96	\$ 3.00	\$ 1,218.00	\$ 2.00	\$ 812.00
86	6" Solid Yellow Pavement Markings (Paint)	LF	16	\$ 3.24	\$ 51.84	\$ 4.00	\$ 64.00	\$ 3.00	\$ 48.00
87	6" Solid White Pavement Markings (Paint)	LF	16	\$ 3.24	\$ 51.84	\$ 4.00	\$ 64.00	\$ 3.00	\$ 48.00
88	4" Skip Yellow Pavement Markings (Paint)	LF	1,162	\$ 2.16	\$ 2,509.92	\$ 3.00	\$ 3,486.00	\$ 2.00	\$ 2,324.00
89	6" Solid Double Yellow Pavement Markings (Thermoplastic)	LF	4,868	\$ 2.70	\$ 13,143.60	\$ 3.00	\$ 14,604.00	\$ 2.50	\$ 12,170.00
90	12" Solid White Stop Bar (Thermoplastic)	LF	245	\$ 16.20	\$ 3,969.00	\$ 18.00	\$ 4,410.00	\$ 15.00	\$ 3,675.00
91	72" x 24" White Crosswalk Stripe (Thermoplastic)	EA	84	\$ 162.00	\$ 13,608.00	\$ 175.00	\$ 14,700.00	\$ 150.00	\$ 12,600.00
92	20" x 20" White Elephant Feet (Thermoplastic)	EA	140	\$ 32.40	\$ 4,536.00	\$ 32.00	\$ 4,480.00	\$ 30.00	\$ 4,200.00
93	Green Bicycle Lane Coating for Intersections	SF	4,458	\$ 27.00	\$ 120,366.00	\$ 30.00	\$ 133,740.00	\$ 25.00	\$ 111,450.00
94	White Pavement Symbols (Arrows - Thermoplastic)	EA	35	\$ 432.00	\$ 15,120.00	\$ 425.00	\$ 14,875.00	\$ 400.00	\$ 14,000.00
95	White Pavement Symbols ("Only" - Thermoplastic)	EA	6	\$ 486.00	\$ 2,916.00	\$ 475.00	\$ 2,850.00	\$ 450.00	\$ 2,700.00
96	Pavement Symbols (Helmeted Bicyclist Symbol - Thermo.)	EA	21	\$ 810.00	\$ 17,010.00	\$ 825.00	\$ 17,325.00	\$ 750.00	\$ 15,750.00
97	24" x 30" R2-1 Speed Limit Sign with Support	EA	7	\$ 432.00	\$ 3,024.00	\$ 450.00	\$ 3,150.00	\$ 400.00	\$ 2,800.00
98	30" x 30" R1-1 Stop Sign with Support	EA	6	\$ 432.00	\$ 2,592.00	\$ 450.00	\$ 2,700.00	\$ 400.00	\$ 2,400.00
99	D3-1 Street Name Sign with Mounting Hardware	EA	10	\$ 432.00	\$ 4,320.00	\$ 450.00	\$ 4,500.00	\$ 400.00	\$ 4,000.00
100	12" x 18" R9-7 Traffic Sign with Support	EA	1	\$ 432.00	\$ 432.00	\$ 475.00	\$ 475.00	\$ 400.00	\$ 400.00
101	24" x 18" R3-17 Bike Lane Sign with Support	EA	2	\$ 432.00	\$ 864.00	\$ 475.00	\$ 950.00	\$ 400.00	\$ 800.00
102	24" x 8" R3-17bP Ends Sign with Support	EA	2	\$ 432.00	\$ 864.00	\$ 475.00	\$ 950.00	\$ 400.00	\$ 800.00
103	24" x 24" W2-4 Traffic Sign with 18" x 9" W(Special) Look Sign w/Support	EA	20	\$ 432.00	\$ 8,640.00	\$ 475.00	\$ 9,500.00	\$ 400.00	\$ 8,000.00
104	30" x 30" R10-15 Traffic Sign with Support	EA	29	\$ 432.00	\$ 12,528.00	\$ 475.00	\$ 13,775.00	\$ 400.00	\$ 11,600.00
105	12" x 8" R-10-10b Bicycle Signal Sign	EA	2	\$ 432.00	\$ 864.00	\$ 475.00	\$ 950.00	\$ 275.00	\$ 550.00
106	9" x 15" R10-3e Traffic Sign (Signal Poles)	EA	4	\$ 70.20	\$ 280.80	\$ 85.00	\$ 3,400.00	\$ 65.00	\$ 260.00
107	30" x 36" R10-12M Traffic Sign (Mast Arm)	EA	4	\$ 334.80	\$ 1,339.20	\$ 1,200.00	\$ 4,800.00	\$ 310.00	\$ 1,240.00
108	D3-1 Intersection Guide Signs (Mast Arm)	EA	4	\$ 540.00	\$ 2,160.00	\$ 1,200.00	\$ 4,800.00	\$ 500.00	\$ 2,000.00
109	30" x 30" Traffic Sign - Special (Hawk Arm)	EA	2	\$ 297.00	\$ 594.00	\$ 1,500.00	\$ 3,000.00	\$ 275.00	\$ 550.00
110	Relocate Existing Utility Sign	EA	1	\$ 432.00	\$ 432.00	\$ 400.00	\$ 400.00	\$ 200.00	\$ 200.00
111	Traffic Control & Maintenance	LS	1	\$ 157,509.07	\$ 157,509.07	\$ 68,000.00	\$ 68,000.00	\$ 326,600.00	\$ 326,600.00
112	Project Signs	EA	2	\$ 756.00	\$ 1,512.00	\$ 1,000.00	\$ 2,000.00	\$ 700.00	\$ 1,400.00
113	Site Photographs & Video	LS	1	\$ 8,189.99	\$ 8,189.99	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00
114	Erosion Control Sediment Log Check	EA	2	\$ 81.00	\$ 162.00	\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00
115	Erosion Control Curb Inlet Protection	EA	32	\$ 189.00	\$ 6,048.00	\$ 325.00	\$ 10,400.00	\$ 200.00	\$ 6,400.00
116	Erosion Control Silt Fence	LF	5,122	\$ 3.78	\$ 19,361.16	\$ 4.00	\$ 20,488.00	\$ 5.00	\$ 25,610.00
117	Erosion Control (General)	LS	1	\$ 9,972.49	\$ 9,972.49	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00
118	Street Light Pull Box 6" x 8"	EA	58	\$ 297.00	\$ 17,226.00	\$ 175.00	\$ 10,150.00	\$ 275.00	\$ 15,950.00
119	1 1/2" Electrical Conduit	LF	4,300	\$ 14.04	\$ 60,372.00	\$ 9.80	\$ 42,140.00	\$ 13.00	\$ 55,900.00
120	Street Light Fixture, Pole and Foundation	EA	56	\$ 4,185.00	\$ 234,360.00	\$ 4,450.00	\$ 249,200.00	\$ 3,875.00	\$ 217,000.00
121	Repair/Relocate Existing Irrigation Lines	LS	1	\$ 4,590.00	\$ 4,590.00	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00
122	Remove Section and Set New Post for Existing 3" Rail Wood Fence	LS	1	\$ 2,160.00	\$ 2,160.00	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	APAC-Central, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
123	Extend Existing 4" Drain Line and Connect to Drop Inlet	EA	1	\$ 1,496.92	\$ 1,496.92	\$ 1,500.00	\$ 1,500.00	\$ 700.00	\$ 700.00
124	Relocate Existing Sign (Sta 42+14 Rt)	LS	1	\$ 1,617.15	\$ 1,617.15	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
OLD WIRE RD. AND TOWNSHIP ST. SIGNAL									
125	System Local Controller , TS2-Type 2 (16-Phase) & Cabinet with Foundation	EA	1	\$ 24,975.00	\$ 24,975.00	\$ 24,000.00	\$ 24,000.00	\$ 23,125.00	\$ 23,125.00
126	Ethernet Switch, T100 Hardened (8-Port)	EA	1	\$ 975.24	\$ 975.24	\$ 900.00	\$ 900.00	\$ 903.00	\$ 903.00
127	Traffic Signal Head (3-Section)(LED)	EA	9	\$ 853.20	\$ 7,678.80	\$ 800.00	\$ 7,200.00	\$ 790.00	\$ 7,110.00
128	Traffic Signal Head (4-Section)(LED)	EA	4	\$ 1,069.20	\$ 4,276.80	\$ 950.00	\$ 3,800.00	\$ 990.00	\$ 3,960.00
129	Traffic Signal Head (3-Section)(LED)(Bicycle)	EA	3	\$ 928.80	\$ 2,786.40	\$ 875.00	\$ 2,625.00	\$ 860.00	\$ 2,580.00
130	Countdown Pedestrian Signal Head (LED)	EA	4	\$ 826.20	\$ 3,304.80	\$ 825.00	\$ 3,300.00	\$ 765.00	\$ 3,060.00
131	Traffic Signal Cable (7C/14 AWG)	LF	424	\$ 2.16	\$ 915.84	\$ 3.00	\$ 1,272.00	\$ 2.00	\$ 848.00
132	Traffic Signal Cable (20C/14 AWG)	LF	735	\$ 4.81	\$ 3,535.35	\$ 4.00	\$ 2,940.00	\$ 4.45	\$ 3,270.75
133	Lead in Cable (Feeder Wire)	LF	719	\$ 1.08	\$ 776.52	\$ 2.00	\$ 1,438.00	\$ 1.00	\$ 719.00
134	Non-Metallic Conduit (3")	LF	559	\$ 26.46	\$ 14,791.14	\$ 30.00	\$ 16,770.00	\$ 24.50	\$ 13,695.50
135	Galvanized Steel Conduit (1.25")	LF	10	\$ 14.04	\$ 140.40	\$ 15.00	\$ 150.00	\$ 13.00	\$ 130.00
136	Concrete Pull Box (Type 1)	EA	4	\$ 745.20	\$ 2,980.80	\$ 400.00	\$ 1,600.00	\$ 690.00	\$ 2,760.00
137	Concrete Pull Box (Type 2)	EA	1	\$ 793.80	\$ 793.80	\$ 450.00	\$ 450.00	\$ 735.00	\$ 735.00
138	Traffic Signal Mast Arm (30') & Pole (21') with Foundation	EA	1	\$ 13,149.00	\$ 13,149.00	\$ 12,800.00	\$ 12,800.00	\$ 12,175.00	\$ 12,175.00
139	Traffic Signal Mast Arm (36') & Pole (21') with Foundation	EA	1	\$ 13,230.00	\$ 13,230.00	\$ 14,000.00	\$ 14,000.00	\$ 12,250.00	\$ 12,250.00
140	Traffic Signal Mast Arm (36') & Pole (35') with Foundation	EA	1	\$ 15,228.00	\$ 15,228.00	\$ 17,000.00	\$ 17,000.00	\$ 14,100.00	\$ 14,100.00
141	Traffic Signal Mast Arm (52') & Pole (35') with Foundation	EA	1	\$ 22,032.00	\$ 22,032.00	\$ 19,500.00	\$ 19,500.00	\$ 20,400.00	\$ 20,400.00
142	Traffic Signal Pedestal Pole (15') with Foundation	EA	1	\$ 2,160.00	\$ 2,160.00	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00
143	Video Detector (CLR)	EA	6	\$ 2,646.00	\$ 15,876.00	\$ 2,650.00	\$ 15,900.00	\$ 2,450.00	\$ 14,700.00
144	Video Monitor w/Mouse	EA	1	\$ 572.40	\$ 572.40	\$ 500.00	\$ 500.00	\$ 530.00	\$ 530.00
145	Video Detection Card ITSP-V100	EA	6	\$ 3,067.20	\$ 18,403.20	\$ 2,875.00	\$ 17,250.00	\$ 2,840.00	\$ 17,040.00
146	Video Detecto Rack (16 Channel)	EA	1	\$ 1,409.40	\$ 1,409.40	\$ 1,400.00	\$ 1,400.00	\$ 1,305.00	\$ 1,305.00
147	Video Cable	LF	1,402	\$ 2.86	\$ 4,009.72	\$ 3.00	\$ 4,206.00	\$ 2.65	\$ 3,715.30
148	Coax Cable (8281)	LF	1,402	\$ 0.76	\$ 1,065.52	\$ 3.00	\$ 4,206.00	\$ 0.70	\$ 981.40
149	Electrical Conductors-in-Conduit (2C/6 A.W.G., EGC)	LF	20	\$ 4.97	\$ 99.40	\$ 4.00	\$ 80.00	\$ 4.60	\$ 92.00
150	Electrical Conductors-in-Conduit (1C/8 A.W.G., EGC)	LF	582	\$ 1.40	\$ 814.80	\$ 1.25	\$ 727.50	\$ 1.30	\$ 756.60
151	Electrical Conductors for Luminaires (2C/12 A.W.G.)	LF	559	\$ 1.24	\$ 693.16	\$ 2.00	\$ 1,118.00	\$ 1.15	\$ 642.85
152	Luminare Assembly (Full Cutoff)(LED)	EA	2	\$ 1,074.60	\$ 2,149.20	\$ 1,475.00	\$ 2,950.00	\$ 995.00	\$ 1,990.00
153	Service Point Assembly (2 Circuits)	EA	1	\$ 1,620.00	\$ 1,620.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
153.5	6 Channel Surge Suppression Panel	EA	1	\$ 2,073.60	\$ 2,073.60	\$ 1,800.00	\$ 1,800.00	\$ 1,920.00	\$ 1,920.00
OLD WIRE RD. PEDESTRIAN HYBRID BEACON									
154	System Local Controller , TS2-Type 2 (8-Phase) & Cabinet with Foundation	EA	1	\$ 16,567.20	\$ 16,567.20	\$ 14,200.00	\$ 14,200.00	\$ 15,340.00	\$ 15,340.00
155	Ethernet Switch, T100 Hardened (8-Port)	EA	1	\$ 975.24	\$ 975.24	\$ 1,000.00	\$ 1,000.00	\$ 903.00	\$ 903.00
156	Traffic Signal Head (3-Section)(LED)(12" Faces)	EA	4	\$ 1,276.56	\$ 5,106.24	\$ 1,350.00	\$ 5,400.00	\$ 1,182.00	\$ 4,728.00
157	Countdown Pedestrian Signal Head (LED)	EA	2	\$ 839.16	\$ 1,678.32	\$ 850.00	\$ 1,700.00	\$ 777.00	\$ 1,554.00
158	Traffic Signal Cable (7C/14 AWG)	LF	275	\$ 2.16	\$ 594.00	\$ 2.00	\$ 550.00	\$ 2.00	\$ 550.00
159	Traffic Signal Cable (20C/14 AWG)	LF	72	\$ 5.72	\$ 411.84	\$ 4.00	\$ 288.00	\$ 5.30	\$ 381.60
160	Lead in Cable (Feeder Wire)	LF	130	\$ 1.24	\$ 161.20	\$ 1.00	\$ 130.00	\$ 1.15	\$ 149.50
161	Non-Metallic Conduit (3")	LF	94	\$ 26.46	\$ 2,487.24	\$ 30.00	\$ 2,820.00	\$ 24.50	\$ 2,303.00
162	Non-Metallic Conduit (2")	LF	20	\$ 9.72	\$ 194.40	\$ 15.00	\$ 300.00	\$ 9.00	\$ 180.00
163	Galvanized Steel Conduit (1.25")	LF	8	\$ 13.88	\$ 111.04	\$ 20.00	\$ 160.00	\$ 12.85	\$ 102.80
164	Concrete Pull Box (Type 1)	EA	2	\$ 745.20	\$ 1,490.40	\$ 400.00	\$ 800.00	\$ 690.00	\$ 1,380.00
165	Quazite 6" x 8" Pull Box	EA	1	\$ 356.40	\$ 356.40	\$ 200.00	\$ 200.00	\$ 330.00	\$ 330.00
166	Traffic Signal Mast Arm (42') & Pole (35') with Foundation	EA	1	\$ 17,766.00	\$ 17,766.00	\$ 17,000.00	\$ 17,000.00	\$ 1,645.00	\$ 1,645.00
167	Traffic Signal Pedestal Pole (10') with Foundation	EA	1	\$ 2,160.00	\$ 2,160.00	\$ 2,200.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00
168	Traffic Signal Pedestal Pole (5.5') with Foundation	EA	2	\$ 1,944.00	\$ 3,888.00	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00
169	Electrical Conductors-in-Conduit (2C/6 A.W.G., EGC)	LF	8	\$ 4.97	\$ 39.76	\$ 4.00	\$ 32.00	\$ 4.60	\$ 36.80
170	Electrical Conductors-in-Conduit (1C/8 A.W.G., EGC)	LF	150	\$ 1.40	\$ 210.00	\$ 2.00	\$ 300.00	\$ 1.30	\$ 195.00
171	Electrical Conductors for Luminaires (2C/12 A.W.G.)	LF	124	\$ 1.24	\$ 153.76	\$ 2.00	\$ 248.00	\$ 1.15	\$ 142.60
172	Luminare Assembly (Full Cutoff)(LED)	EA	1	\$ 1,074.60	\$ 1,074.60	\$ 1,500.00	\$ 1,500.00	\$ 995.00	\$ 995.00
173	Service Point Assembly (2 Circuits)	EA	1	\$ 1,620.00	\$ 1,620.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL AMOUNT BID (SCHEDULEE 1)				\$	4,204,371.44	\$	4,170,070.50	\$	3,786,482.55
BID SCHEDULE 2									
174	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	\$ 2,160.00	\$ 2,160.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	APAC-Central, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
175	8" PVC, C-900, Class 200 DR-14 Water Main	LF	320	\$ 96.12	\$ 30,758.40	\$ 70.00	\$ 22,400.00	\$ 39.50	\$ 12,640.00
176	6" PVC, C-900, Class 200 DR-14 Water Main	LF	20	\$ 91.80	\$ 1,836.00	\$ 70.00	\$ 1,400.00	\$ 35.50	\$ 710.00
177	1" Copper Water Service Tubing	LF	60	\$ 29.16	\$ 1,749.60	\$ 30.00	\$ 1,800.00	\$ 26.00	\$ 1,560.00
178	8" Gate Valve with Box	EA	2	\$ 1,944.00	\$ 3,888.00	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00
179	Three Way Fire Hydrant Assembly with Valve	EA	3	\$ 5,184.00	\$ 15,552.00	\$ 4,800.00	\$ 14,400.00	\$ 4,500.00	\$ 13,500.00
180	Remove Existing Fire Hydrant and Deliver to Owner	EA	2	\$ 1,188.00	\$ 2,376.00	\$ 1,250.00	\$ 2,500.00	\$ 800.00	\$ 1,600.00
181	6" X 6" Tapping Sleeve and Valve with Box	EA	4	\$ 4,320.00	\$ 17,280.00	\$ 4,000.00	\$ 16,000.00	\$ 3,800.00	\$ 15,200.00
182	Epoxy Coated Ductile Iron Fittings	LB	3,500	\$ 11.88	\$ 41,580.00	\$ 4.00	\$ 14,000.00	\$ 7.00	\$ 24,500.00
183	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$ 2,160.00	\$ 2,160.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
184	Remove Existing Meter Setting	EA	1	\$ 378.00	\$ 378.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00
185	8" Saddle, 1" Corporation Stop and Tap	EA	1	\$ 324.00	\$ 324.00	\$ 275.00	\$ 275.00	\$ 400.00	\$ 400.00
186	16" Direct Bury Steel Casing	LF	99	\$ 129.60	\$ 12,830.40	\$ 200.00	\$ 19,800.00	\$ 120.00	\$ 11,880.00
187	2" HDPE Casing	LF	50	\$ 64.80	\$ 3,240.00	\$ 40.00	\$ 2,000.00	\$ 13.00	\$ 650.00
188	Cut and Cap Existing 6" Water Main	EA	4	\$ 2,592.00	\$ 10,368.00	\$ 1,800.00	\$ 7,200.00	\$ 450.00	\$ 1,800.00
189	Adjust Existing Water Valve to Grade	EA	9	\$ 459.00	\$ 4,131.00	\$ 250.00	\$ 2,250.00	\$ 300.00	\$ 2,700.00
190	Abandon Existing Water Valve	EA	1	\$ 648.00	\$ 648.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00
191	Relocate/Adjust to Grade Existing Water Meter	EA	11	\$ 432.00	\$ 4,752.00	\$ 400.00	\$ 4,400.00	\$ 150.00	\$ 1,650.00
192	Adjust Existing Sewer Manhole to Grade Using Riser Rings	EA	4	\$ 432.00	\$ 1,728.00	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00
193	Concrete Anchor Collar	EA	2	\$ 1,728.00	\$ 3,456.00	\$ 1,200.00	\$ 2,400.00	\$ 200.00	\$ 400.00
194	Relocate Existing Fire Hydrant	LS	1	\$ 1,728.00	\$ 1,728.00	\$ 4,800.00	\$ 4,800.00	\$ 2,200.00	\$ 2,200.00
195	Remove Cone and Reconstruct Sewer Manhole to Grade	EA	1	\$ 1,944.00	\$ 1,944.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL AMOUNT BID (SCHEDULE 2)				\$	164,867.40	\$	132,675.00	\$	104,890.00
TOTAL AMOUNT BID (SCHEDULE 1 & 2)				\$	4,369,238.84	\$	4,302,745.50	\$	3,891,372.55

CERTIFIED:


 Andrea Rennie, CPPO, CPPB, Purchasing Manager


 Witness

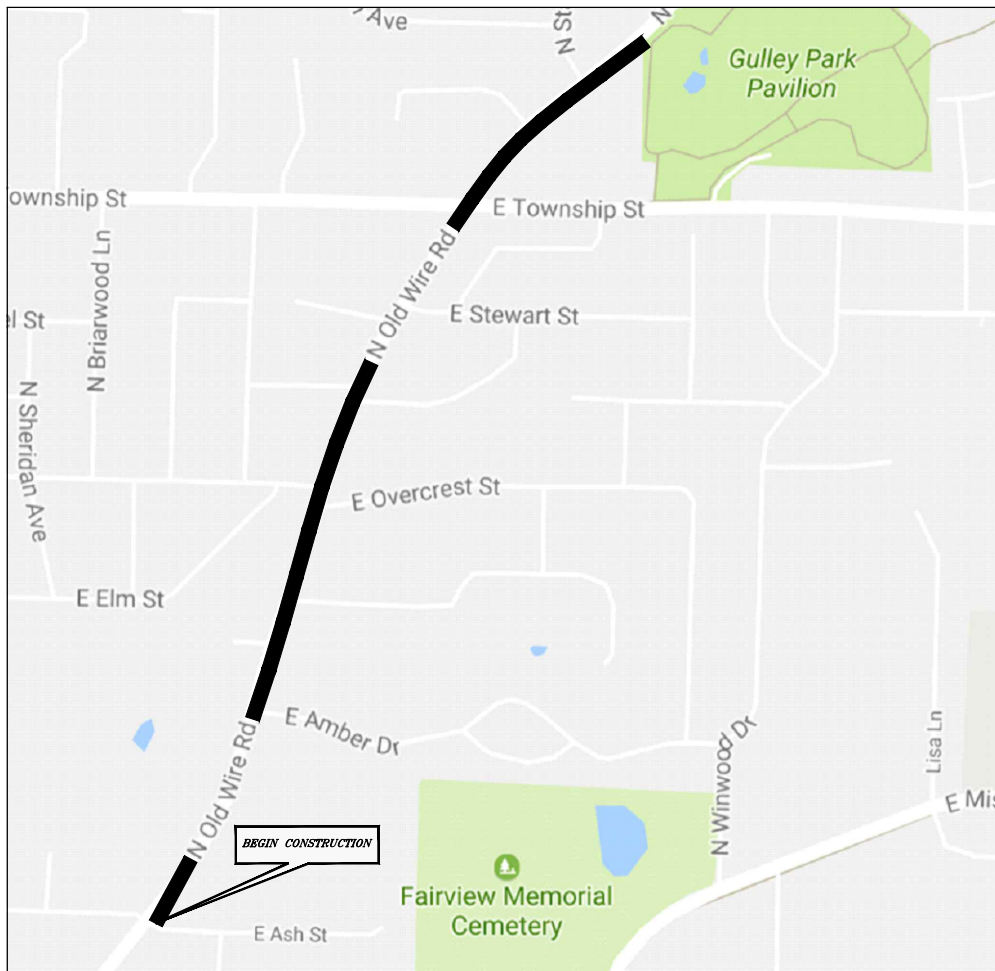
2/16/18
 Date

OLD WIRE ROAD PROTECTED BIKE LANE & SIDEWALK PROJECT (ASH ST. TO GULLEY PARK)

for the

City of Fayetteville

VICINITY MAP



BID No. 18-21
JANUARY 2018



CITY OF
FAYETTEVILLE
ARKANSAS

ENGINEERING DIVISION

PHONE: (479) 575-8206

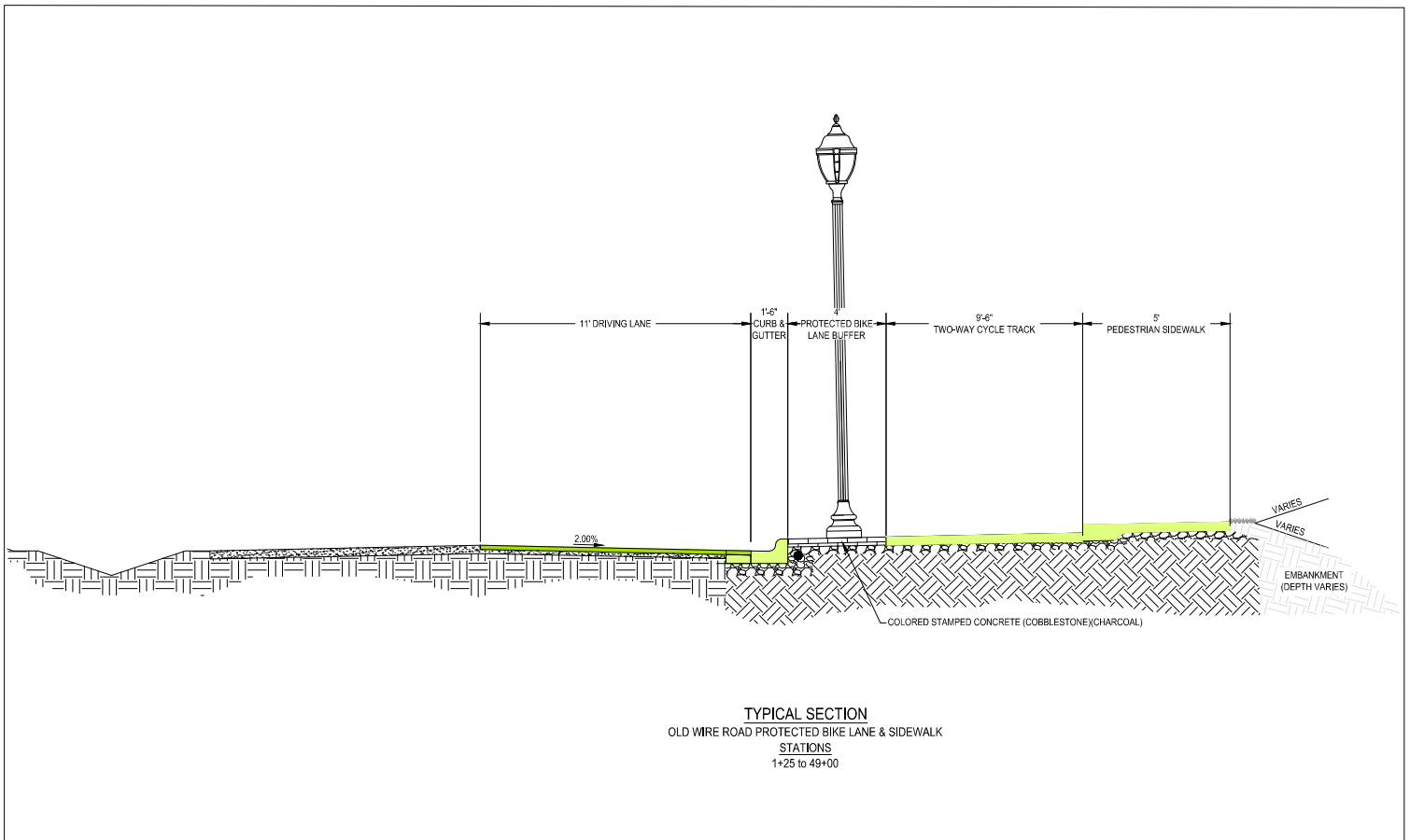
FAX NO: (479) 575-8202

OLD WIRE ROAD PROTECTED BIKE LANE & SIDEWALK PROJECT (ASH ST. TO GULLEY PARK)

for the

City of Fayetteville

TYPICAL CROSS SECTION



CITY OF
FAYETTEVILLE
ARKANSAS

ENGINEERING DIVISION

PHONE: (479) 575-8206

FAX NO: (479) 575-8202

CORPORATE RESOLUTION
OF
BOARD OF DIRECTORS
OF
SWEETSER CONSTRUCTION

I, Sharon Sweetser, certify that I am the secretary and treasurer of Sweetser Construction, a corporation legally organized and existing under and by virtue of the laws of the State of Arkansas, and that I am the custodian of the records and the seal of the corporation; that at a meeting of the board of directors of the corporation duly and legally called and held in accordance with the law and the bylaws of the corporation on the 27th day of December 2004, at which meeting a quorum of the board of directors of the corporation was present, the following resolutions were duly adopted by the board of directors of the corporation and are set forth in the minutes of the meeting, namely:

“BE IT RESOLVED, by the board of directors of this corporation that:


That Billy Sweetser as President of the Corporation and Sharon Sweetser as Secretary and Treasurer of the Corporation, are authorized to sign any and all contracts, deeds, assurances or any document which may be proper to effectuate the negotiations or transactions of the corporation.

That Billy Sweetser as President of the Corporation and Sharon Sweetser as Secretary and Treasurer of the Corporation, any one or jointly are authorized to sign any and all contracts, deeds, assurances or any document which may be proper to effectuate the negotiations or transactions of the corporation from time to time on behalf of this Corporation.

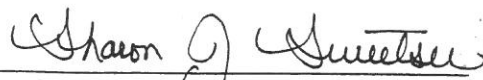
The above resolution will continue in force until express written notice of its rescission or modification has been received.

I further certify that the above resolutions have not been in any way altered, amended, or rescinded; they are not in contravention of or in conflict with any of the conditions or provisions of the bylaws or charter of the corporation; and they are now in force and effect.

I further certify that the names of all presently qualified and acting officers of the corporation are as follows, and the genuine signature of those presently authorized to sign for the corporation pursuant to the above resolutions appears below, identified by their signature:

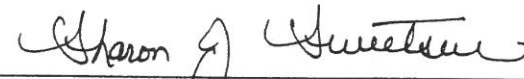


Billy Sweetser, President

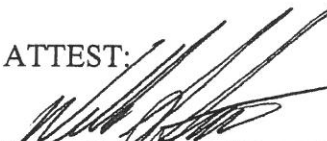


Sharon Sweetser, Secretary/Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of said corporation and have affixed hereto the official seal of the corporation this _____ day of DEC 27, 2004.

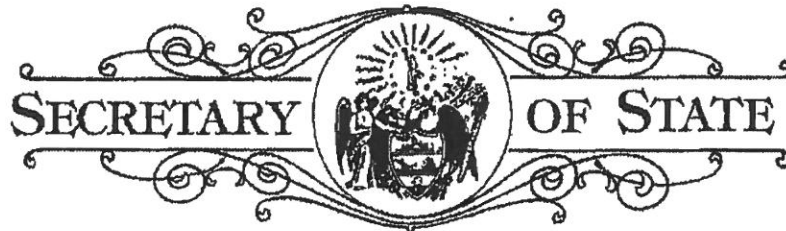


Secretary

ATTEST:


President

STATE OF ARKANSAS



Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Amendment

of

JERRY D. SWEETSER, INC.

changing the name to

SWEETSER CONSTRUCTION, INC.

filed in this office

November 10, 2004.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 10th day of November 2004.



Charlie Daniels

Secretary of State

Arkansas Secretary of State - Document No. 2004-00002 - Date Filed 11/12/04 10:11 AM - Page 1 of 1

Certificate of Amendment

Does this Amendment include a share exchange? **NO**

JERRY D. SWEETSER, INC.

a corporation duly organized, created and existing under and by virtue of the laws of the State of Arkansas, by its President and Its Secretary.

- A.** The name of the corporation is
JERRY D. SWEETSER, INC.
- B.** The attached amendment was adopted on
10 day of **NOVEMBER, 2004** by the shareholders.
- C.** That the number of shares outstanding is **246.75**,
and the number of shares entitled to vote thereon is
246.75 (100%).
The number of shares voted for is
246.75.
The number of shares which voted against is **0**
(If the shares are entitled to vote thereon as a class, the designation and number of outstanding shares entitled to vote thereon of each such class, and the number of shares of each class which voted for and against are required.)
- D.** If the amendment provides for an exchange, reclassification or cancellation of issued shares shall be effected as follows (if stated in attached amendment, do not restate):
NOT APPLICABLE
- E.** If the amendment effects a change in the amount of stated capital, then state the manner in which the same is effected and state the amount of the stated capital changed by the amendment in dollars and cents.

**THE NAME OF THE CORPORATION SHALL BE
CHANGED TO SWEETSER CONSTRUCTION, INC.**

IN WITNESS WHEREOF, the said corporation,
JERRY D. SWEETSER, INC.

has caused its corporate name to be subscribed by its President,
who hereby verifies that the statements contained in the foregoing
Certificate of Amendment are true and correct to the best of his/her
knowledge and duly attested by its Secretary, on this

10th day of November, 2004.

JERRY D. SWEETSER, INC.
Corporate Name

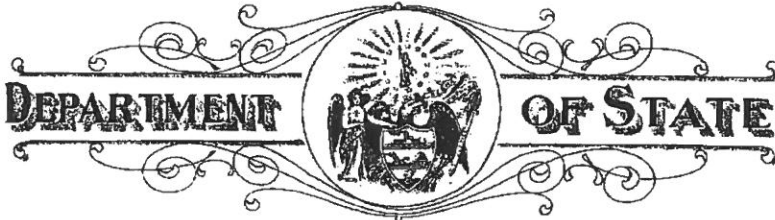
WILLIAM G. SWEETSER
President

590 W. POPLAR, FAYETTEVILLE, AR
72703
Address

ATTEST:

MICHAEL A. SWEETSER
Secretary

STATE OF ARKANSAS



KELLY BRYANT, SECRETARY OF STATE

*To All to Whom These Presents Shall Come, Greeting
I, Kelly Bryant, Secretary of State of the State of Arkansas,
do hereby certify that the following and hereto attached instrument
of writing is a true and perfect copy of*

ARTICLES OF INCORPORATION

OF

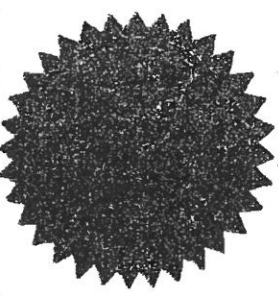
JERRY D. SWEETSER, INC.

Original articles filed:
October 11, 1967

FILED

OCT 13 1967

CLERK
STATE OF ARKANSAS



*In Testimony Whereof I have hereunto
set my hand and affixed my official seal
Done at office in the City of Little Rock
this 11th day of October 19 67*

KELLY BRYANT

Kelly Bryant
Secretary of State
Deputy

ARTICLES OF
INCORPORATION

of

JERRY D. SWEETSER, INC.

Filed in the office of the Secretary of State
of the State of Arkansas on this _____
day of _____,
A. D. 19____.

Secretary of State

By _____ Deputy

=====

ARTICLES OF INCORPORATION

of

JERRY D. SWEETSER, INC.

We, the undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the Arkansas Business Corporation Act, Acts of 1965 No. 575, do hereby certify as follows:

FIRST:

The name of the corporation is Jerry D. Sweetser, Inc.

SECOND:

The period of existence of this corporation shall be perpetual.

THIRD:

The purpose or purposes for which the corporation is organized is as follows:

- A. To engage in general contracting and cement finishing business.
- B. To manufacture, purchase, design, prepare, buy, acquire, sell, at wholesale and retail, distribute, export, import, dispose of, and generally deal in and with goods, wares, merchandise and property of every kind, nature and description, both within and without the State of Arkansas.
- C. To acquire by lease, purchase, gift, devise, contract concession, or otherwise, and to hold, own, develop, explore, exploit, improve, operate, lease, enjoy, control, manage, or otherwise turn to account, mortgage, grant, sell, exchange, convey, or otherwise dispose of, where ever situated, within or without the State of Arkansas, in real estate, lands, options, concessions, grants, and patents, franchises, rights, privileges, easements, estates, tenements, hereditaments, interest, and properties of every kind, nature and description whatsoever.
- D. To acquire and hold the common stocks, preferred stocks and certificates of indebtedness of other corporations as well as of this corporation.
- E. To enter into, make and perform contracts of every kind and description with any person, firm association or corporation, municipality, body politic, country, territory, state, government or otherwise.
- F. In general, to do any and all of the things herein set forth to the same extent as natural persons might or could do and in any part of the world, as principal, agent, contractor, trustee, or otherwise, within or without the State of Arkansas, either alone or in company with others, and to carry on any other business in connection therewith,

whether manufacturing or otherwise, and to do all things not forbidden, and with all the powers conferred upon corporations by the laws of the State of Arkansas.

FOURTH:

The total amount of the authorized capital stock of this corporation is 1,000 shares, having a par value of \$100.00 each.

FIFTH:

The corporation will not commence business until consideration of the value of at least \$300.00 has been received for the issuance of shares.

SIXTH:

The address of the corporation's initial registered office is University and W. Center Streets, Fayetteville, Arkansas. Jerry D. Sweetser is the initial registered agent at said address.

SEVENTH:

The initial board of directors of the corporation will have three (3) members.

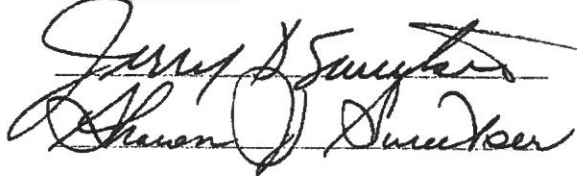
EIGHTH:

The name and address of each incorporator is as follows:

Jerry D. Sweetser, 401 Assembly Drive, Fayetteville,
Arkansas
Sharon J. Sweetser, 401 Assembly Drive, Fayetteville,
Arkansas

IN WITNESS WHEREOF, We have hereunto set our hands this 5th
day of October, 1967.

Incorporators:



ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this 5th day of October, A.D. 1967, personally came before me, the undersigned, a Notary Public within and for the State and County aforesaid, Jerry D. Sweetser and Sharon J. Sweetser, parties to the foregoing Articles of Incorporation, known to me personally to be such, and severally acknowledged the same to be the act and deed of the signers, respectively, and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Lucille S. Mitchell
Notary Public

My Comm. Exp.: July 15, 1969

CERTIFICATE OF CLERK

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

I, Ruth E. Roberts, Clerk of the County and Probate Courts in and for the County aforesaid, do hereby certify that the foregoing instrument of writing, being certificate of Incorporation of Jerry D. Sweetser, Inc was filed for record in my office on the 13 day of October, 1967, and the same is now duly recorded in Book 0, Page 301, of the records of my said office.

IN TESTIMONY WHEREOF, I hereunto set my hand and the seal of said Court this 19 day of October, 1967.

Ruth E. Roberts
County Clerk

_____ D. C.

State of Arkansas
Commercial Contractors Licensing Board

SWEETSER CONSTRUCTION, INC.
590 W POPLAR
FAYETTEVILLE, AR 72703

SWEETSER CONSTRUCTION, INC.

This is to Certify That

_____ is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

- BUILDING
- (COMMERCIAL & RESIDENTIAL)
- HIGHWAY, RAILROAD, AIRPORT CONSTRUCTION
- MUNICIPAL & UTILITY CONSTRUCTION

with the following suggested bid limit Unlimited

from April 28, 2017 until April 30, 2018

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Steve Campbell

CHAIRMAN

W. Dan Wright

SECRETARY

April 28, 2017 - sh



**Arkansas Secretary of State
Mark Martin**

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

Certificate of Good Standing

I, Mark Martin, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

SWEETSER CONSTRUCTION, INC.

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office October 11, 1967.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 16th day of February 2018.

Mark Martin

Mark Martin
Secretary of State

Online Certificate Authorization Code: 1a4239abbc926b5

To verify the Authorization Code, visit sos.arkansas.gov

WALTON FAMILY
FOUNDATION



July 28, 2017

Mayor Lioneld Jordan
Mayor
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

RE: Grant #2016-1797

Dear Mayor Lioneld Jordan,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant of up to \$1,361,428.00 to the City of Fayetteville ("Grantee"). The project term will be June 30, 2017 to June 30, 2019. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct the Old Wire Cycle Track, an initial phase of the East Fayetteville Loop. This grant is more fully described in Grantee's proposal dated October 28, 2016. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: Up To One Million, Three Hundred Sixty-One Thousand, Four Hundred Twenty-Eight Dollars (\$1,361,428.00).**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
#1	Up to \$680,714.00	See Installment One	11/30/2017
#2	Up to \$680,714.00	See Installment Two	6/30/2018

3. **Matching Grant Payable:** The Foundation will match revenue collected by Grantee according to the conditions outlined below:

Installment One (November 30, 2017): One dollar for every one dollar of revenue collected from all sources, up to \$1,361,428.00. This payment of up to \$680,714.00 shall be payable upon the receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein, as well as written documentation of matching funds collected, and evidence that all required permits and approvals have been secured, a commitment from the City to maintain all aspects of the project, a bid and construction schedule, and a copy of final completed construction plans.

Expiration: Qualifying matching contributions for Installment One must be collected and documented for the Foundation by November 30, 2017. In the event the matching contributions are not documented by this deadline, all outstanding obligations of the Foundation will terminate.

Installment Two (June 30, 2018): \$680,714.00 shall be contingent upon the Foundation's approval of Grantee's activities as evidenced by the reports described in

paragraph 5 below and other information the Foundation may gather, as well as a construction contract with a qualified and experienced contractor must be executed, documentation from a qualified third party showing that no less than 50% of the project is complete, and upon inspection and approval the Foundation will fund the remaining costs of construction not to exceed the remaining grant amount.

Funds collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term “grant funds” includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in paragraph 5 and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Date	Report Type
11/30/2017	Match
3/1/2018	Update
5/31/2018	Interim Financial and Narrative
1/31/2019	Final Financial and Narrative
6/30/2019	Update

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2016-1797 on all reports submitted.

In addition to matching requirements, Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above reports and the Foundation’s satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code (“Code”) or a governmental unit, and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee’s tax status under the Code.

- (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- (c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
- (b) Grantee fails to comply with the terms of this letter; or
- (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby

grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.


10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2016-1797 in your communication.



By electronically signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by August 4, 2017 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

DocuSigned by:

5C6949FCD8C6462...
Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

DocuSigned by:

7/31/2017 | 8:41:00 AM CDT
By:  AE23C7068A02420

Mayor Lioneld Jordan (Date)
City of Fayetteville

**Appendix A: City of Fayetteville
Old Wire Cycle Track**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: East Fayetteville Loop - Phase I		
Outputs		
The City will acquire all rights-of-way or easements and permits needed to complete the Old Wire Cycle track/East Fayetteville Loop Phase I.	11/30/17	The City of Fayetteville will provide a copy of any applicable public documents at the request of the Walton Family Foundation.
The City will enter into a construction contract with a qualified and experienced Construction company.	03/01/2018	Signed Construction Contract with a qualified General Contractor
The City will establish a baseline of bicycle usage along the Old Wire Road corridor in hourly and daily increments, using electronic counters or similar means. Measurements shall be taken over a period of time (subject to WFF input) to capture reliable data accounting for weather and time of year, and shall commence a minimum of 45 days prior to construction.	03/01/2018	Program records
The City of Fayetteville will construct approximately 4,600 linear feet, or 0.87 miles of 8.5-foot wide concrete cycle track and adjacent 6-foot wide sidewalk with buffer strip and lighting. Bicycle specific signals will be installed at Township Street and enhanced pavement markings, protected crossings and other design features shall be installed along the corridor as warranted. The cycle track will meet the uniform design and construction standards outlined in the "Trails Design Resource notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway as evidenced by inspection of a Walton Family	12/31/18	A third party consultant will provide verification to the foundation.

Foundation consultant.		
Outcomes		
The City of Fayetteville will commit to manage and maintain this section of the East Fayetteville Loop – Phase I (Old Wire Cycle Track) to the same standards as the Razorback Regional Greenway.	09/08/17	A letter from the Mayor expressing the City's commitment to maintenance
The City of Fayetteville will commit match funding in the amount of up to \$1,361,428 for this project.	09/08/17	A signed letter from the Mayor
General and commuting usage of the cycle track along Old Wire Road will increase in the six months following completion of construction at 100% of the baseline established by the initial measurement.	06/30/2019	Program records