

City of Fayetteville Staff Review Form

2019-0288

Legistar File ID

6/4/2019

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

Justin Clay

5/8/2019

PARKING MANAGEMENT (430)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid 19-25 and authorizing a contract with Diamond C Construction in the amount of \$82,024.89 and approving a project contingency in the amount of \$5,004.23 for the replacement of a retaining wall on Block Avenue and approving a budget adjustment

Budget Impact:

4470.410.8410-5819

4470

Account Number

Fund

11004

Parking Lot Improvements (City Employee)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 75,253.12

Funds Obligated \$ -

Current Balance \$ 75,253.12

Does item have a cost? Yes

Item Cost \$ 87,029.12

Budget Adjustment Attached? Yes

Budget Adjustment \$ 11,776.00

Remaining Budget \$ -

V20180321

Purchase Order Number: \_\_\_\_\_

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

Change Order Number: \_\_\_\_\_

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

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

Comments:



**MEETING OF JUNE 4, 2019**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Peter Nierengarten, Environmental Director

**FROM:** Justin Clay, Parking Manager

**DATE:** May 8, 2019

**SUBJECT:** Approval of a resolution awarding Bid 19-25 and authorizing a contract with Diamond C Construction in the amount of \$82,024.89 and approving a project contingency in the amount of \$5,004.23 for the replacement of a retaining wall on Block Avenue and approving a budget adjustment

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**RECOMMENDATION:**

Staff recommends approving a resolution awarding Bid 19-25 and authorizing a contract with Diamond C Construction in the amount of \$82,024.89, approving a project contingency in the amount of \$5,004.23 and approving a budget adjustment to replace a failing retaining wall at the southeast corner of Block Avenue and Rock Street.

**BACKGROUND:**

This native stone retaining wall, located on the east side of Block Avenue, extends from the southeast corner of Block Avenue and Rock Street south to the entrance to the City Employee parking lot on Block Avenue, and has been in a state of deterioration for over a year. During that time a mature tree rooted in the retaining wall has collapsed and portions of the native stone have fallen out of place, creating a hazardous condition.

**DISCUSSION:**

This project requires demolition and construction of retaining walls, sidewalks, curb and gutter, and miscellaneous concrete items. The demolition includes the removal and disposal of the failing native stone retaining wall, four-foot sidewalk, 24" curb and gutter, steel safety railing, and a concrete drainage spillway. The construction will include installing a modular block retaining wall, five-foot sidewalk, 24" curb and gutter, and the placement, compacting, and grading of a 2:1 slope. Replacement trees, landscaping rock, topsoil, and sod will also be installed.

This project was originally bid in September 2018, but responses were 33% higher than available funding. An amended scope was submitted as Bid 19-25 in April 2019 and Diamond C Construction was identified as the low bid contractor.

**BUDGET/STAFF IMPACT:**

This project is primarily funded through a designated CIP fund for City Employee Parking Lot Improvements and is partially funded by the Street Improvements Cost Share fund. A budget adjustment is necessary to move funds from the Street Improvement Cost Share fund into the appropriate expense account for this project.

**Attachments:**

Bid 19-25 Agreement  
Bid Tab 19-25  
Bid Set  
Bid Submittal  
Budget Adjustment

**DOCUMENT 00500 – AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: BLOCK AVENUE RETAINING WALL

Contract No.: 19-25, Construction

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2019 by and between The City of Fayetteville, Arkansas and DIAMOND C CONSTRUCTION (hereinafter called Contractor).

**ARTICLE 1 - WORK**

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

The project requires demolition and construction of retaining walls, sidewalks, curb and gutter, and misc. concrete items. The demolition includes the removal and disposal of a failing native stone retaining wall, four-foot sidewalk, 24” curb and gutter, steel safety railing, and a concrete drainage spillway. The construction will include installing a modular block retaining wall, five-foot sidewalk, 24” curb and gutter, and the placement, compacting, and grading of a 2:1 slope. Other items to be installed will be landscaping rock, topsoil, and sod.

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 **90** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **120** calendar days after the date when the Contract Times commence to run.

3.03 **LIQUIDATED DAMAGES:**

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day

## **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.

**DOCUMENT 00500 – AGREEMENT (continued)**

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Block Avenue Retaining Wall
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

DIAMOND C CONSTRUCTION

By: Mike Cordeiro

By: Lioneld Jordan

(Type or legibly print)

Mike Cordeiro

\_\_\_\_\_

(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 from 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

  
*Jackie Badu*

Attest

**DOCUMENT 00500 – AGREEMENT (continued)**

Address for giving notices

P.O. Box 803  
Gentry, AR 72734

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0318010319

Agent for Service of process

Mike Cordeiro

(Type or legibly print)

Mike Cordeiro

(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**





# Bid 19-25, Construction - Block Street Retaining Wall Rebid

Official Bid Tabulation  
Lioneld Jordan, Mayor

Dates of Advertisement: 03.15.2019  
Issue Date: 03.22.2019

Bid No. 19-25  
Date: 04.09.2019  
Time: 2:00 PM

Number of Addendums: 2  
Certification of Funds: \$ 75,724.00  
Max Award Amount: \$ 94,655.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	DC Sparks Construction, LLC		Diamond C Construction		Oelke Construction Company		SSI Incorporated of NWA		Sweetser Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,808.00	\$ 3,808.00		\$ 3,200.00	\$ 5,100.00	\$ 5,100.00	\$ 4,450.00	\$ 4,450.00
2	Insurance and Bonding	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00		\$ 2,800.00	\$ 6,600.00	\$ 6,600.00	\$ 1,335.00	\$ 1,335.00
3	Construction Control (Staking)	EA	1	\$ 4,250.00	\$ 4,250.00	\$ 5,040.00	\$ 5,040.00		\$ 1,900.00	\$ 4,500.00	\$ 4,500.00	\$ 2,800.00	\$ 2,800.00
4	Trench & Excavation Safety Systems	LS	1	\$ 8,250.00	\$ 8,250.00	\$ 1,624.00	\$ 1,624.00		\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00
5	Clearing, Grubbing, & Demolition	LS	1	\$ 32,900.00	\$ 32,900.00	\$ 18,480.00	\$ 18,480.00		\$ 25,800.00	\$ 20,600.00	\$ 20,600.00	\$ 15,500.00	\$ 15,500.00
6	Embankment	CY	75	\$ 200.00	\$ 15,000.00	\$ 55.26	\$ 4,144.50		\$ 2,400.00	\$ 72.00	\$ 5,400.00	\$ 55.00	\$ 4,125.00
7	4" Topsoil Placement	SY	350	\$ 11.07	\$ 3,874.50	\$ 8.64	\$ 3,024.00		\$ 2,700.00	\$ 6.40	\$ 2,240.00	\$ 8.50	\$ 2,975.00
8	Concrete Channel Paving w/Class 7 Base	SY	20	\$ 125.00	\$ 2,500.00	\$ 158.20	\$ 3,164.00		\$ 3,200.00	\$ 330.00	\$ 6,600.00	\$ 85.00	\$ 1,700.00
9	Concrete Curb and Gutter (2') w/Class 7 Base	LF	100	\$ 23.00	\$ 2,300.00	\$ 28.00	\$ 2,800.00		\$ 3,500.00	\$ 51.00	\$ 5,100.00	\$ 28.00	\$ 2,800.00
10	4" Thick Concrete Sidewalk w/Class 7 Base	SY	100	\$ 85.00	\$ 8,500.00	\$ 56.00	\$ 5,600.00		\$ 7,290.00	\$ 192.00	\$ 19,200.00	\$ 54.00	\$ 5,400.00
11	Modular Block Retaining Wall	SF	425	\$ 56.47	\$ 23,999.75	\$ 43.49	\$ 18,483.25		\$ 12,000.00	\$ 52.00	\$ 22,100.00	\$ 85.00	\$ 36,125.00
12	Solid Sod (Staked Bermuda)	SY	350	\$ 25.78	\$ 9,023.00	\$ 6.40	\$ 2,240.00		\$ 1,980.00	\$ 9.00	\$ 3,150.00	\$ 7.00	\$ 2,450.00
13	Erosion Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,240.00	\$ 2,240.00		\$ 3,200.00	\$ 5,160.00	\$ 5,160.00	\$ 2,800.00	\$ 2,800.00
14	Traffic Control and Maintenance	LS	1	\$ 14,500.00	\$ 14,500.00	\$ 4,480.00	\$ 4,480.00		\$ 2,600.00	\$ 7,200.00	\$ 7,200.00	\$ 6,500.00	\$ 6,500.00
15	Handicap Access Ramp	SY	6	\$ 125.00	\$ 750.00	\$ 96.14	\$ 576.84		\$ 1,690.00	\$ 206.00	\$ 1,236.00	\$ 120.00	\$ 720.00
16	Cast-in-Place Detectable Warning Device	SF	15	\$ 110.00	\$ 1,650.00	\$ 37.34	\$ 560.10		\$ 990.00	\$ 101.00	\$ 1,515.00	\$ 30.00	\$ 450.00
17	Brown Washed River Rock with Fabric	SY	30	\$ 83.33	\$ 2,499.90	\$ 37.34	\$ 1,120.20		\$ 1,000.00	\$ 36.00	\$ 1,080.00	\$ 45.00	\$ 1,350.00
18	Serviceberry (2" min. caliper)	EA	3	\$ 250.00	\$ 750.00	\$ 448.00	\$ 1,344.00		\$ 2,400.00	\$ 1,030.00	\$ 3,090.00	\$ 425.00	\$ 1,275.00
19	Pin Oak (2" min. caliper)	EA	2	\$ 375.00	\$ 750.00	\$ 448.00	\$ 896.00		\$ 1,800.00	\$ 1,030.00	\$ 2,060.00	\$ 425.00	\$ 850.00
TOTAL BASE BID				\$	144,497.15	\$	82,024.89	\$	82,450.00	\$	124,931.00	\$	94,805.00

\*Highlighting Notes Corrected Calculation Error

CERTIFIED:

Andrea Foren, CPPB, CPPO, Purchasing Manager

Witness, Les McLaugh

05/01/2019

Date

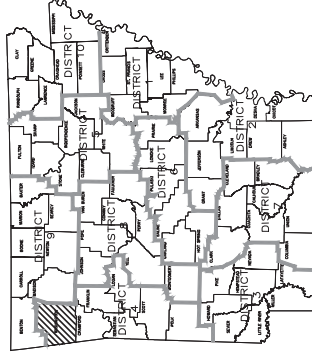


# BLOCK AVENUE RETAINING WALL

BID 19-25 CONSTRUCTION  
MARCH 2019

## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	TITLE SHEET & INDEX OF SHEETS
2.	NOTES & LEGEND
PLAN SHEETS	
3.	DEMOLITION PLAN
4.	RETAINING WALL GRADING PLAN
5.	EROSION CONTROL PLAN
6.	LANDSCAPE PLAN
DETAILS	
7.	RETAINING WALL DETAILS
8.	STREET & DRAINAGE DETAILS
9.	EROSION CONTROL/LANDSCAPING DETAILS



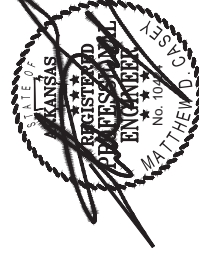
VICINITY MAP  
NTS



CITY OF  
FAYETTEVILLE  
ARKANSAS

ENGINEERING DIVISION  
PHONE: (479) 575-5206  
FAX NO: (479) 575-5202

BID SET



3/05/19

1. THE CONTRACTOR IS TO CHECK AND VERIFY ALL MEASUREMENTS, DIMENSIONS, LEVELS, PLAN ELEVATIONS, INVERTS, ETC., BEFORE ORDERING MATERIALS AND PROCEEDING WITH THE WORK, AND IS TO BE RESPONSIBLE FOR THE SAME. REMEDIAL WORK RESULTING FROM LACK OF VERIFICATIONS WILL BE AT THE CONTRACTOR'S EXPENSE.

- [illegible]

ALL AREAS SHALL BE GRADED TO PROVIDE PROPER DRAINAGE AND PREVENT STANDING WATER.  
ALL AREAS SHALL BE CONSTRUCTED TO MEET THE FOLLOWING REQUIREMENTS:  
1. ALL FILL AND SLOPE SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED ON THE PLANS.  
2. STRIP STOCKPILE AND REPLACE TOPSOIL IN DISTURBED AREAS. ANY STORED TOPSOIL MUST BE SURROUNDED BY SILT FENCE.  
3. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL VEGETATED AREAS WITHIN THE CONSTRUCTION LIMITS BY WAY OF WATERING, FERTILIZING, MULCHING, AND MOWING UNTIL APPROVED AND ACCEPTED BY THE OWNER.

1. UNDERGROUND UTILITIES HAVE NOT BEEN VERIFIED BY THE OWNER. BEFORE YOU DIG CALL 811 TO HAVE EXISTING UTILITIES MARKED.

2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UNDERGROUND UTILITIES TO REMAIN.

3. **CLEANING AND GRUBBING:**

1. DO NOT EXCEED CLEARING AND GRUBBING LIMITS OF CONSTRUCTION LINES INDICATED ON THE PLANS.
2. ALL AREAS OUTSIDE THE LIMITS OF CONSTRUCTION SHALL NOT BE CROSSED BY HEAVY EQUIPMENT OR USED FOR STORING HEAVY EQUIPMENT OR MATERIALS.
3. NO EQUIPMENT SHALL BE STORED UNDER THE DROP LINE OF ANY TREES TO REMAIN.
4. DO NOT FALL ANY TREES OR PUSH PILES OR DEBRIS AGAINST TREES TO REMAIN.
5. REMOVE ALL STUMPS, ROCKS, ASPHALT AND CONCRETE DEBRIS, ETC. WITHIN CLEARING LIMITS AND DISPOSE OFF SITE IN ACCORDANCE WITH LOCAL COUNTY, STATE AND FEDERAL REGULATIONS.
6. COORDINATE WITH THE CLEARING AND GRUBBING LIMITS.
7. PRIOR TO CLEARING AND GRUBBING ALL EROSION CONTROL MEASURES SHALL BE INSTALLED.
8. COORDINATE ALL BURNING ACTIVITIES WITH FAYETTEVILLE FIRE DEPARTMENT.

FAYETTEVILLE WATER & SEWER	MARK ROGERS	OPERATIONS MANAGER OFFICE PHONE: 479-674-8332 EMAIL: MROGERS@FAYETTEVILLE-AR.GOV
COX COMMUNICATIONS	CHAD HODGE	PROJECT MANAGER OFFICE PHONE: 479-717-2807 EMAIL: CHAD.HODGE@COX.COM
AT&T	JEFF HAMILTON	ENGINEER OFFICE PHONE: 479-442-3107 EMAIL: JH4304@ATT.COM
BLACK HILLS ENERGY	DON BRADSHAW	FIELD COORDINATOR OFFICE PHONE: 479-435-1755 EMAIL: DONALD.BRADSHAW@BLACKHILLSCORP.COM
SVERCO ELECTRIC	JOHN LEE	DISTRIBUTION ENGINEER WORK PHONE: 479-874-0473 EMAIL: TLEE@MEP.COM

**JONATHAN ELY**  
DEVELOPER & CONSTRUCTION MANAGER  
PHONE: 475-444-3424  
OFFICE: 475-444-3424  
CELL: 475-444-3429  
EMAIL: JELY@FAYETTEVILLE-AR.GOV

**JASON CARTE**  
PUBLIC WORKS INSPECTOR  
PHONE: 475-575-8206  
OFFICE: 475-575-8206  
CELL: 475-601-3510  
EMAIL: JCARTE@FAYETTEVILLE-AR.GOV

**MATT CASEY**  
ENGINEERING DESIGN MANAGER  
PHONE: 475-444-3429  
OFFICE: 475-444-3429  
EMAIL: MCASEY@FAYETTEVILLE-AR.GOV

**MATT STANCHARD**  
STAFF ENGINEER  
PHONE: 475-575-8205  
OFFICE: 475-575-8205  
EMAIL: MSTANCHARD@FAYETTEVILLE-AR.GOV

LINETYPES	Symbols
EXISTING W-12 _____ S-4 _____ GAS _____ TV _____ OHE _____ USE _____ UST _____  x _____ x _____ 1380 - _____ 1390	Waterline (size noted) Sanitary Sewer (size noted) Gas Line Underground TV Cable Overhead Electric Underground Electric Cable Underground Telephone Cable Fence  Curbstone Edge of Pavement Centaline Road  Right of Way Utility Easement Drainage Easement Temporary Construction Easement Walk/Erosion Control Limits of Construction Existing Ground (Cross Section)
PROPOSED w-12 _____ s-4 _____ gas _____ tv _____ ohe _____ use _____ ust _____  x _____ x _____ 1380 - _____ 1390	Power Pole Light Pole Gas Meter METER Guy Wire Sign Tree w/"X" Dia. Telephone Box or Pole Transformer Pad Water Meter Water Valve Fire Hydrant Assembly Storm Structure (Size Noted) Flared End Section Ex. Sanitary Sewer Manhole Proposed Concrete Proposed Asphalt Deno House Numbers

## 37

**BID SET**



3/05/19



CITY OF  
FAYETTEVILLE  
ARKANSAS

Mar 05, 2019

**SHEET:**

2

**DRAWING:** Blood, Sweat, and Tears: Crime & Medicine

SURVEYED BY:	DD
DRAWN BY:	MS
DESIGNED BY:	MC

DATE:	Mar 05, 2019
SHEET:	3
DRAWING:	See last sheet for Page #

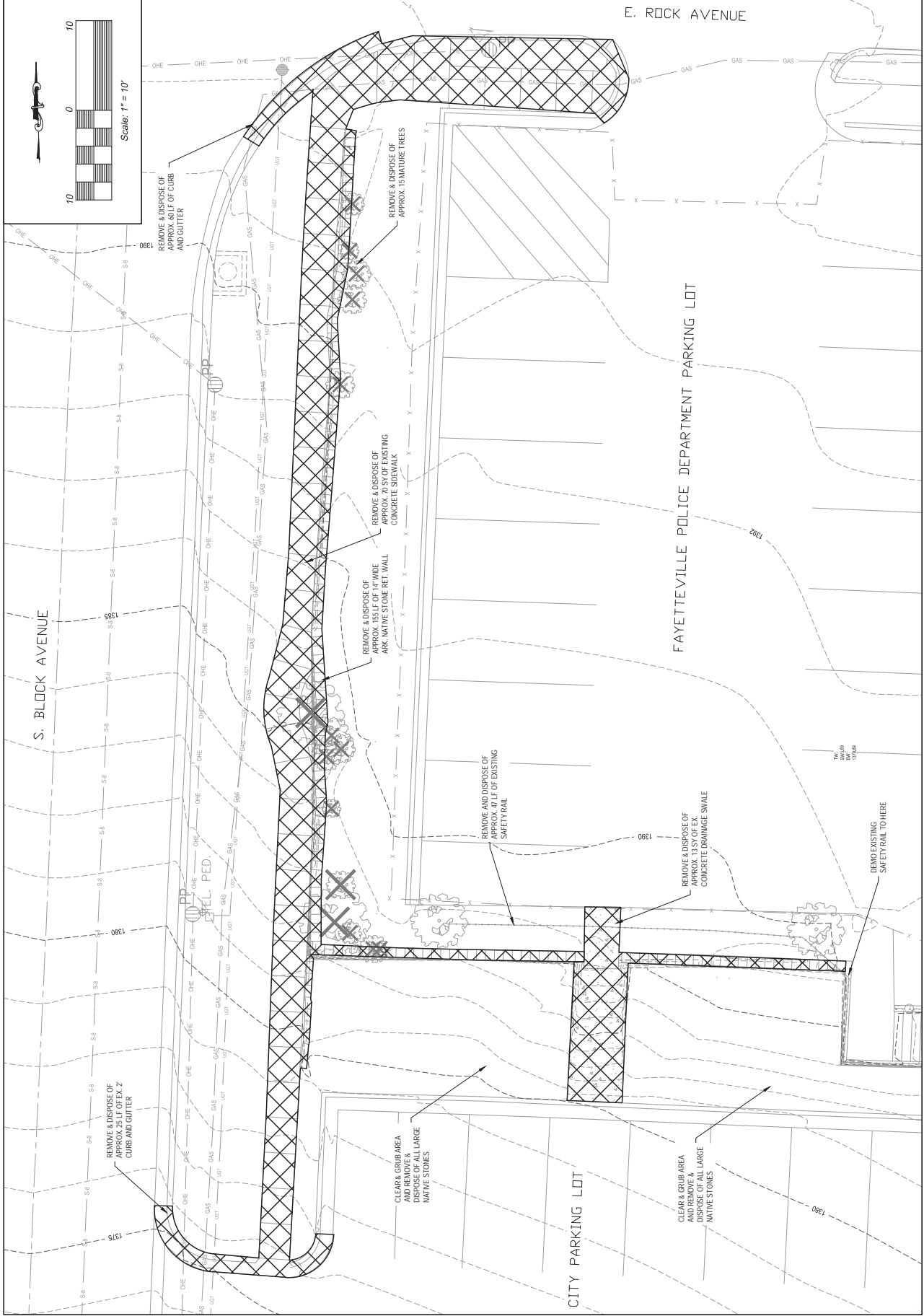
# BLOCK AVENUE RETAINING WALL DEMO PLAN

REVISED	
DATE	
BY	



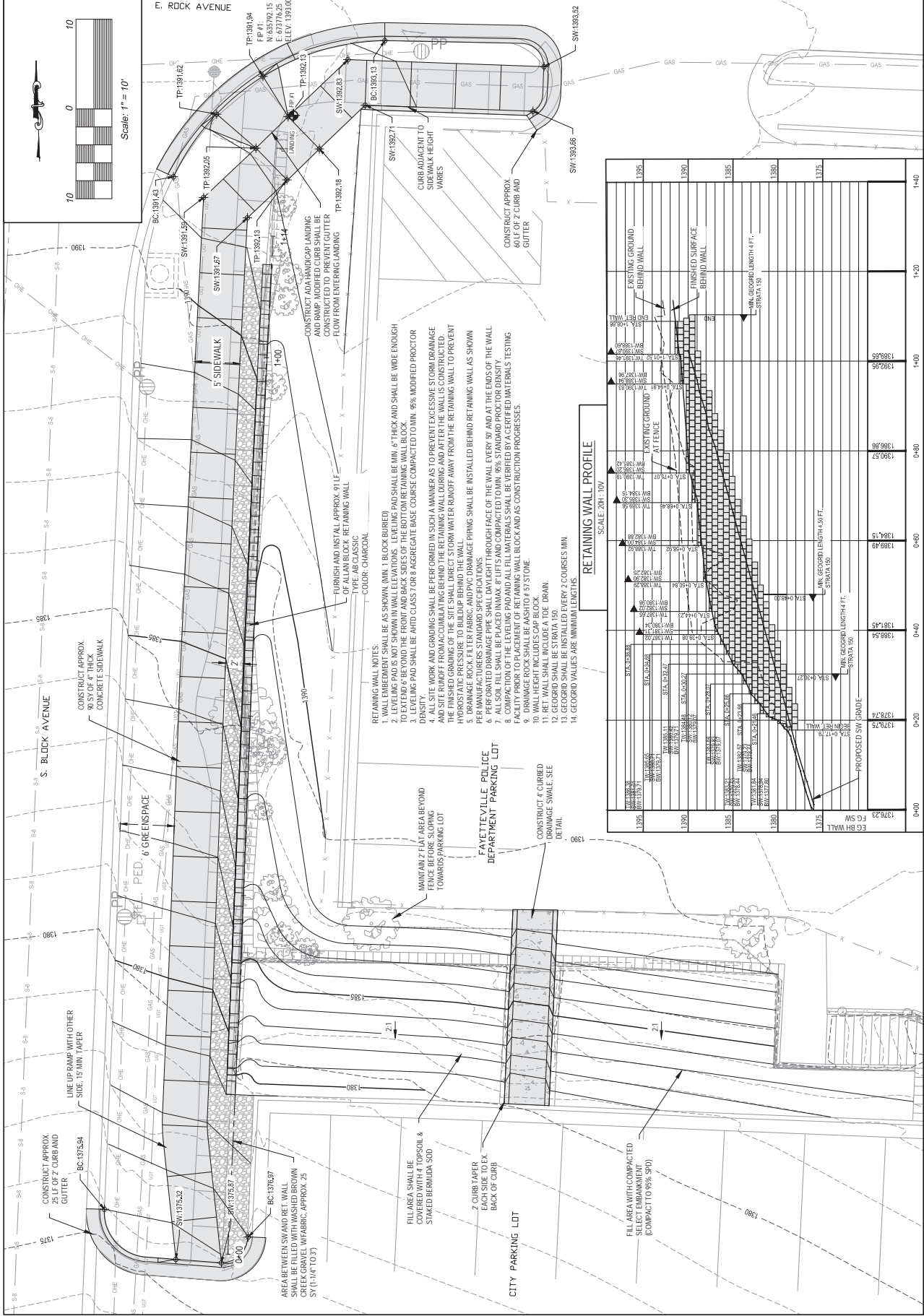
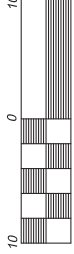
3/05/19

**ENGINEERING DIVISION**  
CITY OF FAYETTEVILLE  
113 W. MOUNTAIN STREET  
FAYETTEVILLE, ARKANSAS 72701  
PHONE NO. (479) 575-8008  
FAX NO. (479) 575-8002



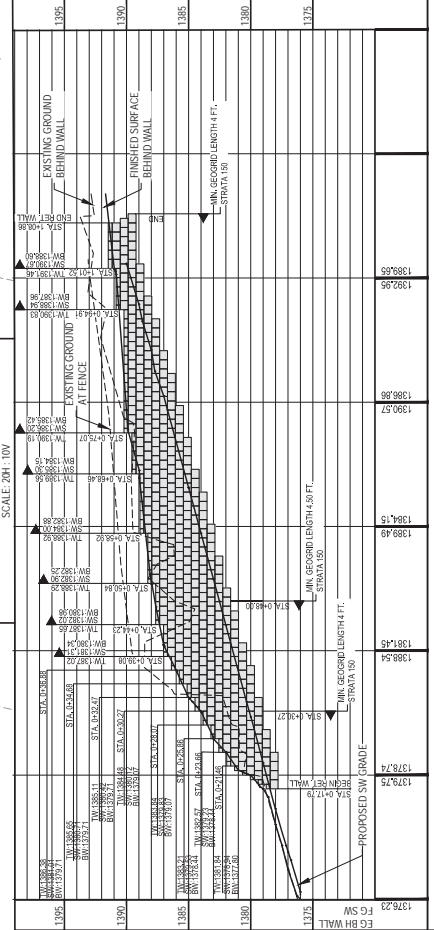
SURVEYED BY:	DD
DRAWN BY:	MS
DESIGNED BY:	MC

# GRADING/RETAINING WALL PLAN & PROFILE



- RETAINING WALL NOTES:**
1. WALL EMBEDEDMENT SHALL BE AS SHOWN (MIN. 1 BLOCK BURIED)
  2. WALL SHALL BE 12" THICK AND SHALL BE MIN. 4" THICK AND SHALL BE WIDE ENOUGH TO EXTEND 5' BEYOND THE FRONT AND BACK SIDES OF THE BOTTOM RETAINING WALL BLOCK
  3. LEVELING PAD SHALL BE WITH CLASS 5 OR 8 AGGREGATE BASE COURSE COMPACTED TO MIN. 95% MODIFIED PROCTOR DENSITY
  4. ALL SITE WORK AND GRADING SHALL BE PERFORMED IN SUCH A MANNER AS TO PREVENT EXCESSIVE STORM DRAINAGE AND SURFACE WATER FROM ENTERING THE WALL DRAINAGE SYSTEM
  5. DRAINAGE ROCK, FILTER FABRIC AND PVC DRAINAGE PIPING SHALL BE INSTALLED BEHIND RETAINING WALL AS SHOWN PER MANUFACTURER'S STANDARD SPECIFICATIONS
  6. PERFORATED DRAINAGE PIPE SHALL BE INSTALLED THROUGH FACE OF THE WALL EVERY 8' AND AT THE ENDS OF THE WALL
  7. DRAINAGE ROCK SHALL BE ASHTO # 57 STONE
  8. COMPACTED TO THE LEVELING PAD AND ALL FILL MATERIALS SHALL BE VERIFIED BY A CERTIFIED MATERIALS TESTING FACILITY PRIOR TO PLACEMENT OF RETAINING WALL BLOCK AND AS CONSTRUCTION PROGRESSES
  9. DRAINAGE ROCK SHALL BE ASHTO # 57 STONE
  10. WALL HEIGHT INCLUDES CURB BLOCK
  11. 12" DRAINAGE ROCK SHALL BE INSTALLED EVERY 2' COURSES MIN.
  12. GEGRID SHALL BE STRAIGHT
  13. GEGRID SHALL BE INSTALLED EVERY 2' COURSES MIN.
  14. GEGRID VALUES ARE MINIMUM LENGTHS

## RETAINING WALL PROFILE



3/05/19

**ENGINEERING DIVISION**  
FAYETTEVILLE  
ARKANSAS  
113 W. MOUNTAIN STREET  
FAX NO. (479) 575-8008  
PHONE NO. (479) 575-8008

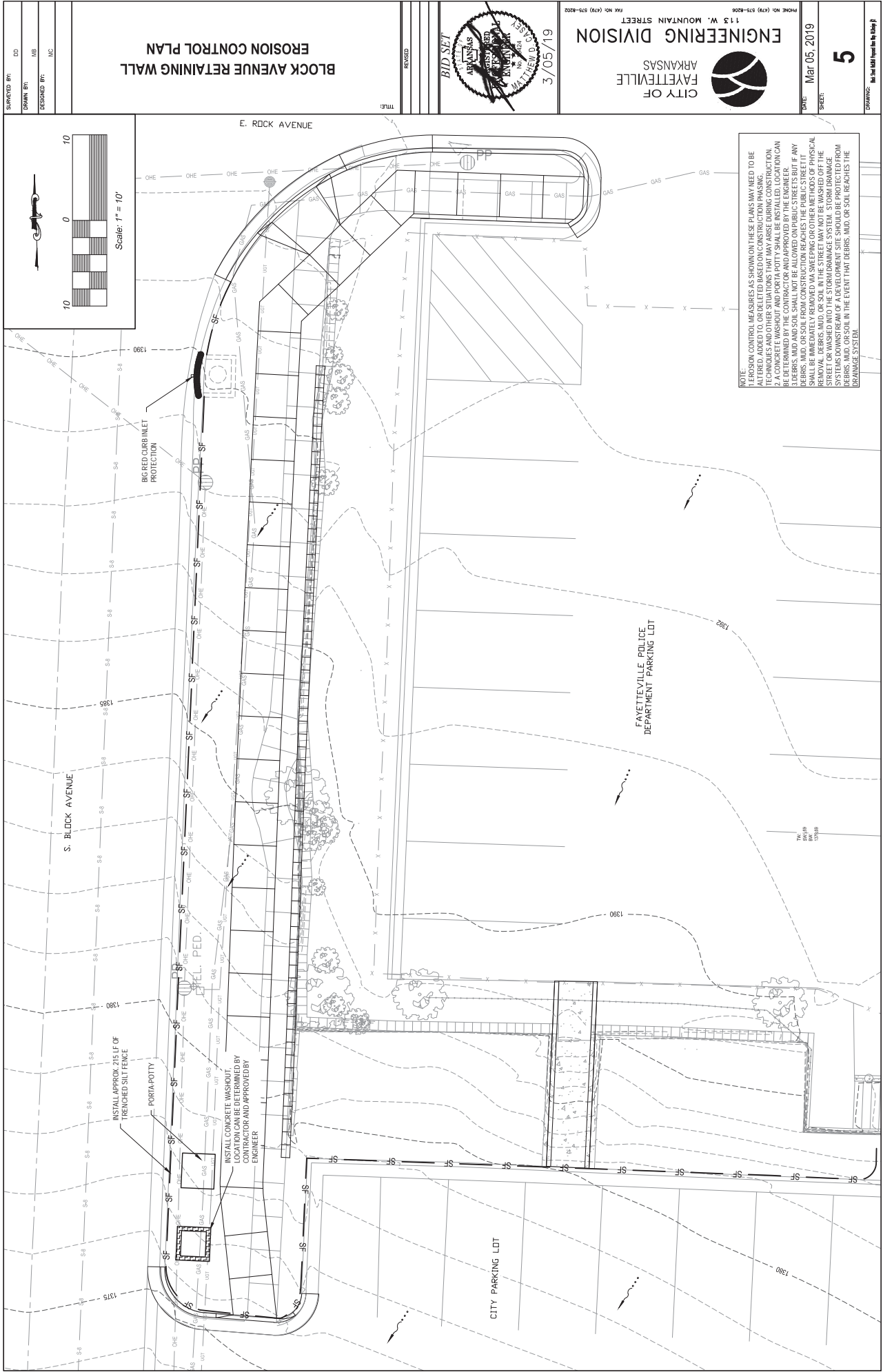
DATE: Mar 05, 2019

SHEET

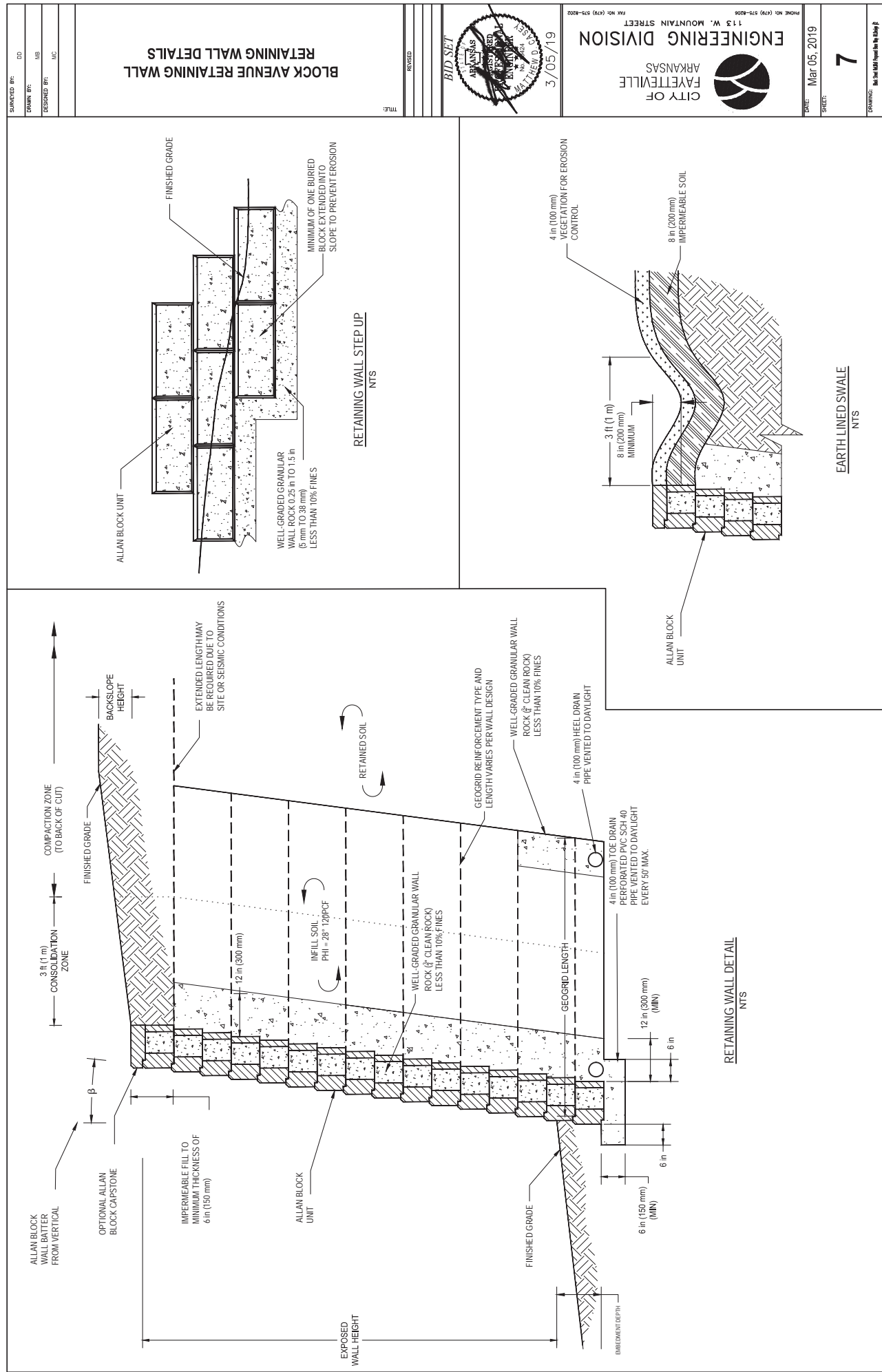
4

DRAWINGS: See Job Order for full description















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

Contract Name: BLOCK AVENUE RETAINING WALL

Bid #: 19-25, Construction

Date: 04-09-19

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company DIAMOND C CONSTRUCTION

Name MIKE CORDEIRO

Address P.O. BOX 803 GENTRY, AR 72734

Principal Office 1259 WEST MAIN GENTRY, AR 72734

Corporation, partnership, individual, joint  
venture, other CORPORATION

Arkansas State General Contractor’s License Number  
0318010319

(Type or legibly print)

**EXPERIENCE STATEMENT**

1. Bidder has been engaged as a General Contractor in construction for 6 years and has performed work of the nature and magnitude of this Contract for 6 years.  
Bidder has been in business under its present name for 6 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

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

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why.  
**NO**

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

**EARTHWORK, UTILITIES, EROSION CONTROL, CURB & GUTTER, SOD, TRAFFIC**  
**CONTROL, & ALL LABOR**

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

**MIKE CORDEIRO 20 YEARS PLUS**

**EARL TRAMMELL 20 YEARS PLUS**

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

**WALKER BROTHERS INSURANCE**

**GENE BENNETT, 6800 ISAAC'S ORCHARD ROAD, SPRINGDALE, AR 72766-7570**

8. Bidder's Workmen's Compensation Experience Modifier Factor is: **.94**

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

**FINANCIAL STATEMENT**

- A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

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

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

2. Current Judgments: The following judgements are outstanding against Bidder: **N/A**

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

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

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

Date: 04-09-19, 2019

(OFFICIAL SEAL)

Name of Organization:

DIAMOND C CONSTRUCTION

By MIKE CORDEIRO

(Type or legibly print)

By 

(Signature)

Title PRESIDENT

(Type or legibly print)

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

**END OF DOCUMENT 00140**

## CURRENT PROJECTS LIST

1. Project: Highway 71B Waterline  
Owner: City of Rogers  
Architect: RWU Engineering Dept  
Engineer: Brian Sartain  
Amount: \$111,172.25  
Surety: Walker Brothers Insurance  
Estimated Completion Date: Waiting to begin phase 2
2. Project: Bella Vista Water Systems Improvements  
Owner: Old Bella Vista Property Owners, Assoc.  
Engineer: David Gilbert  
Architect: Plymouth Engineering, PLLC  
Amount: \$67,455.34  
Surety: Walker Brothers Insurance  
Estimated Completion Date: Waiting to begin phase 2
3. Project: Hobbs Bike Trail Tunnel  
Owner: Hobbs State Park  
Engineer: Zachary Hoyt  
Architect: CEI  
Amount: \$439,427.20  
Surety: Walker Brothers Insurance  
Estimated Completion Date: July 20, 2019

**PAST PROJECTS LIST**  
**WALKER BROTHERS INSURANCE IS SURETY ON ALL PROJECTS**  
**BIDDER DOES 85% OF WORK ON ALL PROJECT WITH ITS OWN FORCES**

1. Project: Illinois River Water Shed Pavilion  
Location: Cave Springs, AR  
Owner: City of Cave Springs  
Engineer: Tom Hopper  
Contract Price: \$885,518.00  
Project Description: Sidewalks, Pavilion, parking lot, water, sewer  
Month & Year Completed: April, 2016
  
2. Project: Razorback Greenway Trail Extension  
Location: Bella Vista, AR  
Owner: City of Bentonville, Bella Vista Trailblazers  
Engineer: Jacob Shy  
Contract Price: \$958,943.77  
Project Description: Trail, Bridge, drainage structures, & improvements  
Month & Year Completed: June, 2018
  
3. Project: Siloam Springs Intermediate School Parking  
Location: Siloam Springs, AR  
Owner: Siloam School District  
Engineer: Ron Homeyer  
Contract Price: \$750,000.00  
Project Description: Paving, parking lot, drainage, utilities, landscaping  
Month & Year Completed: 12/31/17
  
4. Project: Broadway Street Improvements  
Location: Siloam Springs, AR  
Owner: City of Siloam  
Engineer: Justin Bland  
Contract Price: \$503,596.69  
Project Description: Sidewalks, drainage, pavers, street lights, landscaping  
Month & Year Completed: April 28, 2018
  
5. Project: Southwind's Subdivision Drainage Improvements  
Location: City of Farmington  
Owner: City of Farmington  
Engineer: Chris Brackett  
Contract Price: \$293,036.51  
Project Description: Drainage enhancements, storm drain, guttering  
Month & Year Completed: October 19, 2018

6. Project: Affordable Storage

Location: Centerton, AR

Owner: Pagosa Properties

Engineer: Gene Geren

Contract Price: \$156,176.00

Project Description: Culvert, pond, clearing, building pad

Month & Year Completed: September, 2017



**DOCUMENT 0400-BID FORM**

Contract Name: BLOCK AVENUE RETAINING WALL

Bid Number: 19-25, CONSTRUCTION

BID TO:

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

BID FROM:

Bidder: DIAMOND C CONSTRUCTION  
MIKE CORDEIRO  
\_\_\_\_\_  
\_\_\_\_\_

**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>
<u>1</u>	<u>03-01-19</u>
<u>2</u>	<u>04-05-19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

**DOCUMENT 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

**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):

**DOCUMENT 0400-BID FORM (continued)**

<b>BID SCHEDULE</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	<b>\$3,808.00</b>	<b>\$ 3,808.00</b>
2	Insurance and Bonding	LS	1	<b>\$ 2,400.00</b>	<b>\$ 2,400.00</b>
3	Construction Control (Staking)	LS	1	<b>\$ 5,040.00</b>	<b>\$ 5,040.00</b>
4	Trench & Excavation Safety Systems	LS	1	<b>\$ 1,624.00</b>	<b>\$ 1,624.00</b>
5	Clearing, Grubbing, & Demolition	LS	1	<b>\$ 18,480.00</b>	<b>\$ 18,480.00</b>
6	Embankment	CY	75	<b>\$ 55.26</b>	<b>\$ 4,144.50</b>
7	4" Topsoil Placement	SY	350	<b>\$ 8.64</b>	<b>\$ 3,024.00</b>
8	Concrete Channel Paving w/Class 7 Base	SY	20	<b>\$ 158.20</b>	<b>\$ 3,164.00</b>
9	Concrete Curb and Gutter (2') w/Class 7 Base	LF	100	<b>\$ 28.00</b>	<b>\$ 2,800.00</b>
10	4" Thick Concete Sidewalk w/Class 7 Base	SY	100	<b>\$ 56.00</b>	<b>\$ 5,600.00</b>
11	Modular Block Retaining Wall	SF	425	<b>\$ 43.49</b>	<b>\$ 18,483.25</b>
12	Solid Sod (Staked Bermuda)	SY	350	<b>\$ 6.40</b>	<b>\$ 2,240.00</b>
13	Erosion Control	LS	1	<b>\$ 2,240.00</b>	<b>\$ 2,240.00</b>
14	Traffic Control and Maintenance	LS	1	<b>\$ 4,480.00</b>	<b>\$ 4,480.00</b>
15	Handicap Access Ramp	SY	6	<b>\$ 96.14</b>	<b>\$ 576.84</b>
16	Cast-in-Place Detectable Warning Device (Truncated Domes)	SF	15	<b>\$ 37.34</b>	<b>\$ 560.10</b>
17	Brown Washed River Rock with Fabric	SY	30	<b>\$ 37.34</b>	<b>\$ 1,120.20</b>
18	Serviceberry (2" min. caliper)	EA	3	<b>\$ 448.00</b>	<b>\$ 1,344.00</b>
19	Pin Oak (2" min. caliper)	EA	2	<b>\$ 448.00</b>	<b>\$ 896.00</b>

**TOTAL AMOUNT BID:****\$ 82,024.89**

**DOCUMENT 0400-BID FORM (continued)**

**ARTICLE 5- CONTRACT TIMES**

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

**ARTICLE 6- BID CONTENT**

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of  
**four thousand one hundred & two** Dollars (\$ **4,102.00** )
- 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:

**DIAMOND C CONSTRUCTION**

**P.O. BOX 803**

**GENTRY, AR 72734**

Email **mike@diamondcconst.com**

Phone No. **479-957-3035**

Fax No. **479-736-8801**

**DOCUMENT 0400-BID FORM (continued)**

**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.

Arkansas State Contractor License No. 0318010319.

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: \_\_\_\_\_

**DOCUMENT 0400-BID FORM (continued)**

A Corporation or LLC

Corporation Name : DIAMOND C CONSTRUCTION (SEAL)

State of Incorporation: ARKANSAS

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

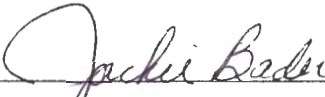
GENERAL BUSINESS

By: 

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

Name (type or printed): MIKE CORDEIRO

Title: PRESIDENT

Attest: 

(CORPORATE SEAL)

JACKIE BADER (Signature of Corporate Secretary)

Business address: P.O. BOX 803

GENTRY, AR 72734

Phone No: 479-957-3035 Fax No. 479-736-8801

Email Address: mike@diamondccconst.com

Tax ID Number (TIN) 36-4748572

DUNS # N/A

Cage Code: N/A

**END OF DOCUMENT 00400**



## **DOCUMENT 00430 – LIST OF SUBCONTRACTORS**

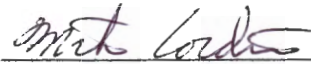
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

### **BLOCK AVENUE RETAINING WALL**

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	<b>SELF PERFORMED</b>	
SWPPP/Erosion Control	<b>SELF PERFORMED</b>	
Asphalt	<b>NONE</b>	
Concrete	<b>SELF PERFORMED</b>	
Landscaping	<b>TBD</b>	<b>%10</b>
Material Testing	<b>GTS</b>	<b>%1</b>
Other (designate)	<b>SELF PERFORMED</b>	

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



Bidder's Signature

**END OF DOCUMENT 00430**

THE  
**CINCINNATI INSURANCE COMPANY**  
CINCINNATI, OHIO

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Diamond C Construction Company

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Fayetteville

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid

Dollars (\$ 5% of bid ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Block Street Retaining Wall

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

Signed and sealed this 26th day of March


2019

Diamond C Construction Company

(Principal)

(Seal)

  
(Witness)

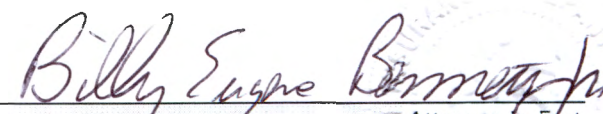
By:   
(Title)

  
(Witness)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

By:   
Billy Eugene Bennett, Jr. Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Adrian W. Luttrell; Jacque Lindsey; Mike A. Luttrell; Danny L. Schneider;  
Billy Eugene Bennett, Jr. and/or Marvin L. Smith IV

of Springdale, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to  
Fifteen Million and No/100 Dollars (\$15,000,000.00).

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

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

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

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

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



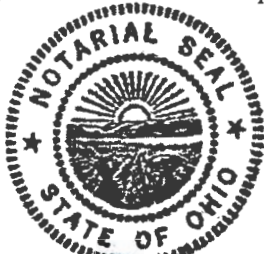
THE CINCINNATI INSURANCE COMPANY

*Stephen A. Luttrell*

Vice President

STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

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



*Mark J. Huller*

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 26<sup>th</sup> day of March 2019



*Scott R. Bolan*

Assistant Secretary