

City of Fayetteville Staff Review Form

2020-0085

Legistar File ID

2/18/2020

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

Tim Nyander

1/27/2020

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #20-25 and authorizing a construction contract with Tri Star Contractors, LLC in the amount of \$181,873.84 for Stone Street Waterline Improvements Project, and approval of a contingency in the amount of \$18,187.38.

Budget Impact:

5400.720.5600-5808.00	Water and Sewer																														
Account Number	Fund																														
12009.1	Water System Rehabilitation																														
Project Number	Project Title																														
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">8,162,775.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">8,162,775.00</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$	8,162,775.00			Funds Obligated	\$	-			Current Balance	\$	8,162,775.00	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Does item have a cost?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Item Cost</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 10%; text-align: right;">200,061.22</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">No</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">7,962,713.78</td> </tr> </table>	Does item have a cost?	Yes	Item Cost	\$	200,061.22	Budget Adjustment Attached?	No	Budget Adjustment	\$	-			Remaining Budget	\$	7,962,713.78
Budgeted Item?	Yes	Current Budget	\$	8,162,775.00																											
		Funds Obligated	\$	-																											
		Current Balance	\$	8,162,775.00																											
Does item have a cost?	Yes	Item Cost	\$	200,061.22																											
Budget Adjustment Attached?	No	Budget Adjustment	\$	-																											
		Remaining Budget	\$	7,962,713.78																											

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF FEBRUARY 18, 2020

TO: Mayor and City Council

THRU: Water & Sewer Committee
Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: January 27, 2020

SUBJECT: Bid #20-25, Stone Street Waterline Improvements

RECOMMENDATION:

Staff recommends awarding Bid #20-25 and authorizing a construction contract with Tri Star Contractors, LLC in the amount of \$181,873.84 for Stone Street Waterline Improvements Project, and approval of a contingency in the amount of \$18,187.38.

BACKGROUND:

Public bids were received on January 15, 2019 for the Stone Street Waterline Improvements project. Tri Star Contractors, LLC was the lowest qualified bidder and was selected to provide construction services in the amount of \$181,873.84. Currently, an aged 2-inch galvanized pipe is supplying this area with water. The larger 8-inch line will provide ample capacity for water demand and fire protection in the area.

DISCUSSION:

The construction will replace approximately 700 linear feet of 8" water main along the south side of Stone Street from Cross Ave. to Lewis Ave. Additional work to be provided includes curb and sidewalk demolition, sidewalk construction, pavement repair, fence removal and replacement, water meter relocation, curb and gutter & driveway construction, erosion control installation, and topsoil and sod placement.

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation account within the Water and Sewer Fund.

Attachments:

Certified Bid Tab
Agreement



Bid 20-25, Construction - Stone Street Waterline

Official Bid Tabulation
Lionel Jordan, Mayor

Dates of Advertisement: 12.11.2019 & 12.18.2019
Issue Date: 01.15.2020

Bid No: 20-25
Date: 01.15.2020
Time: 2:00 PM

Number of Addendums: 0
Certification of Funds: \$ 190,000.00
Max Award Amount: \$ 237,500.00

ITEM NO	DESCRIPTION	UNIT	ESTIMATED QUANTITY	D & S Poultry Contractors, LLC		Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Kajacs Contractors, Inc.		Mission Contractors, LLC		Sweetser Construction, Inc.		Tri-Star Contractors, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	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	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 9,300.00	\$ 9,300.00	\$ 8,660.66	\$ 8,660.66
2	Insurance and Bonding	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 9,250.00	\$ 9,250.00	\$ 4,150.00	\$ 4,150.00	\$ 4,759.43	\$ 4,759.43
3	Construction Control (Staking)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,850.00	\$ 3,850.00	\$ 2,500.00	\$ 2,500.00
4	Act 291, 1993 Trench and Excavation Safety Systems for W/S Install	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
5	Clearing, Grubbing, & Demolition	LS	1	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,900.00	\$ 12,900.00	\$ 8,000.00	\$ 8,000.00
6	Rock Excavation	CY	250	\$ 200.00	\$ 50,000.00	\$ 1.00	\$ 250.00	\$ 0.01	\$ 2.50	\$ 10.00	\$ 2,500.00	\$ 100.00	\$ 25,000.00	\$ 250.00	\$ 62,500.00	\$ 22.00	\$ 5,500.00
7	Unclassified Excavation	CY	50	\$ 20.00	\$ 1,000.00	\$ 25.00	\$ 1,250.00	\$ 50.00	\$ 2,500.00	\$ 35.00	\$ 1,750.00	\$ 110.00	\$ 5,500.00	\$ 50.00	\$ 2,500.00	\$ 24.00	\$ 1,200.00
8	8" PVC, C-900, Class 200 DR-14 Water Main	LF	700	\$ 65.00	\$ 45,500.00	\$ 144.00	\$ 100,800.00	\$ 175.00	\$ 87,500.00	\$ 85.00	\$ 59,500.00	\$ 59.00	\$ 41,300.00	\$ 72.00	\$ 50,400.00	\$ 60.00	\$ 42,000.00
9	6" PVC, C 900 Class 200 DR-14 Water Main	LF	40	\$ 50.00	\$ 2,000.00	\$ 114.00	\$ 4,560.00	\$ 100.00	\$ 4,000.00	\$ 80.00	\$ 3,200.00	\$ 55.00	\$ 2,200.00	\$ 69.00	\$ 2,760.00	\$ 55.00	\$ 2,200.00
10	1" Copper Water Service Tubing	LF	50	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00	\$ 16.00	\$ 800.00	\$ 60.00	\$ 3,000.00	\$ 19.00	\$ 950.00	\$ 42.00	\$ 2,100.00	\$ 30.00	\$ 1,500.00
11	Three Way Fire Hydrant Assembly & Valve	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00	\$ 6,300.00	\$ 7,300.00	\$ 7,300.00	\$ 5,500.00	\$ 5,500.00
12	12" x 8" Tapping Sleeve and Valve Box	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 7,800.00	\$ 7,800.00	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 6,200.00	\$ 6,200.00	\$ 6,000.00	\$ 6,000.00
13	Epoxy Coated Ductile Iron Fittings	LB	1,900	\$ 10.00	\$ 19,000.00	\$ 8.00	\$ 15,200.00	\$ 9.00	\$ 17,100.00	\$ 16.00	\$ 30,400.00	\$ 7.50	\$ 14,250.00	\$ 18.00	\$ 34,200.00	\$ 8.00	\$ 15,200.00
14	Single Meter Setting, Complete to Existing Service	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 660.00	\$ 660.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,850.00	\$ 1,850.00	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00
15	Double Meter Setting, Complete to Existing Service	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,650.00	\$ 1,650.00	\$ 1,850.00	\$ 1,850.00	\$ 2,400.00	\$ 2,400.00	\$ 1,200.00	\$ 1,200.00
16	Remove Existing Meter Service	EA	2	\$ 150.00	\$ 300.00	\$ 400.00	\$ 800.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00	\$ 900.00	\$ 1,800.00	\$ 500.00	\$ 1,000.00
17	8" Saddle, 1" Corp. Stop and Tap	EA	2	\$ 450.00	\$ 900.00	\$ 600.00	\$ 1,200.00	\$ 250.00	\$ 500.00	\$ 750.00	\$ 1,500.00	\$ 600.00	\$ 1,200.00	\$ 450.00	\$ 900.00	\$ 800.00	\$ 1,600.00
18	16" Direct Bury Steel Encasement	LF	65	\$ 100.00	\$ 6,500.00	\$ 85.00	\$ 5,525.00	\$ 135.00	\$ 8,775.00	\$ 150.00	\$ 9,750.00	\$ 98.00	\$ 6,370.00	\$ 190.00	\$ 12,350.00	\$ 150.00	\$ 9,750.00
19	Cut and Cap Existing 6" Water Main	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 4,200.00	\$ 4,200.00	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,650.00	\$ 1,650.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
20	Cut and Cap Existing 2" Water Main	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00
21	Concrete Anchor Collar	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 850.00	\$ 850.00	\$ 4,500.00	\$ 4,500.00	\$ 5,100.00	\$ 5,100.00	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00
22	Select Embankment	CY	75	\$ 20.00	\$ 1,500.00	\$ 35.00	\$ 2,625.00	\$ 50.00	\$ 3,750.00	\$ 25.00	\$ 1,875.00	\$ 22.00	\$ 1,650.00	\$ 65.00	\$ 4,875.00	\$ 12.75	\$ 956.25
23	4" Topsoil Placement	SY	1,000	\$ 5.00	\$ 5,000.00	\$ 2.50	\$ 2,500.00	\$ 2.00	\$ 2,000.00	\$ 5.00	\$ 5,000.00	\$ 4.10	\$ 4,100.00	\$ 6.50	\$ 6,500.00	\$ 5.00	\$ 5,000.00
24	Solid Sod (Bermuda)	SY	1,000	\$ 5.00	\$ 5,000.00	\$ 3.50	\$ 3,500.00	\$ 8.00	\$ 8,000.00	\$ 8.50	\$ 8,500.00	\$ 7.00	\$ 7,000.00	\$ 6.00	\$ 6,000.00	\$ 5.00	\$ 5,000.00
25	Asphalt Concrete Hot Mix Patching for Maintenance of Traffic	TGN	15	\$ 130.00	\$ 1,950.00	\$ 95.00	\$ 1,425.00	\$ 225.00	\$ 3,375.00	\$ 175.00	\$ 2,625.00	\$ 230.00	\$ 3,450.00	\$ 190.00	\$ 2,850.00	\$ 130.00	\$ 1,950.00
26	Pavement Repair (T-Patch)	SY	125	\$ 125.00	\$ 15,625.00	\$ 145.00	\$ 18,125.00	\$ 110.00	\$ 13,750.00	\$ 95.00	\$ 11,875.00	\$ 125.00	\$ 15,625.00	\$ 175.00	\$ 21,875.00	\$ 75.00	\$ 9,375.00
27	Concrete Curb and Gutter (24" Type A)	LF	100	\$ 35.00	\$ 3,500.00	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 30.00	\$ 3,000.00	\$ 22.00	\$ 2,200.00	\$ 26.00	\$ 2,600.00	\$ 18.00	\$ 1,800.00
28	4" Thick Concrete with Class 7 Base	SY	250	\$ 65.00	\$ 16,250.00	\$ 90.00	\$ 22,500.00	\$ 55.00	\$ 13,750.00	\$ 50.00	\$ 12,500.00	\$ 45.00	\$ 11,250.00	\$ 64.00	\$ 16,000.00	\$ 42.00	\$ 10,500.00
29	6" Thick Concrete with Class 7 Base	SY	50	\$ 85.00	\$ 4,250.00	\$ 110.00	\$ 5,500.00	\$ 65.00	\$ 3,250.00	\$ 65.00	\$ 3,250.00	\$ 63.00	\$ 3,150.00	\$ 78.00	\$ 3,900.00	\$ 60.00	\$ 3,000.00
30	Erosion Control Silt Fence	LF	450	\$ 4.00	\$ 1,800.00	\$ 5.00	\$ 2,250.00	\$ 3.00	\$ 1,350.00	\$ 5.00	\$ 2,250.00	\$ 3.00	\$ 1,350.00	\$ 10.00	\$ 4,500.00	\$ 7.50	\$ 3,375.00
31	Erosion Control Wattle	LF	275	\$ 10.00	\$ 2,750.00	\$ 15.00	\$ 4,125.00	\$ 3.00	\$ 825.00	\$ 5.00	\$ 1,375.00	\$ 3.00	\$ 825.00	\$ 12.00	\$ 3,300.00	\$ 6.00	\$ 1,650.00
32	Erosion Control Concrete Washout	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 50.00	\$ 50.00	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00
33	Traffic Control and Maintenance	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,400.00	\$ 5,400.00	\$ 2,750.00	\$ 2,750.00
34	6' Chain Link Fence with Barbed Wire	LF	25	\$ 100.00	\$ 2,500.00	\$ 45.00	\$ 1,125.00	\$ 45.00	\$ 1,125.00	\$ 35.00	\$ 875.00	\$ 40.00	\$ 1,000.00	\$ 59.00	\$ 1,475.00	\$ 100.00	\$ 2,500.00
35	4' Chain Link Fence	LF	130	\$ 60.00	\$ 7,800.00	\$ 30.00	\$ 3,900.00	\$ 35.00	\$ 4,550.00	\$ 30.00	\$ 3,900.00	\$ 30.00	\$ 3,900.00	\$ 32.75	\$ 4,257.50	\$ 35.00	\$ 4,550.00
36	4' Chain Link Gate	LF	25	\$ 100.00	\$ 2,500.00	\$ 40.00	\$ 1,000.00	\$ 75.00	\$ 1,875.00	\$ 150.00	\$ 3,750.00	\$ 30.00	\$ 750.00	\$ 76.00	\$ 1,900.00	\$ 85.00	\$ 2,125.00
37	6' Wood Privacy Fence	LF	32	\$ 100.00	\$ 3,200.00	\$ 35.00	\$ 1,120.00	\$ 40.00	\$ 1,280.00	\$ 30.00	\$ 960.00	\$ 16.00	\$ 512.00	\$ 59.00	\$ 1,888.00	\$ 30.00	\$ 960.00
38	6' Gates for Wood Privacy Fence	LF	16	\$ 125.00	\$ 2,000.00	\$ 45.00	\$ 720.00	\$ 100.00	\$ 1,600.00	\$ 200.00	\$ 3,200.00	\$ 16.00	\$ 256.00	\$ 128.00	\$ 2,048.00	\$ 50.00	\$ 800.00
39	Remove and Reinstall Decorative Metal	LF	50	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00	\$ 15.00	\$ 750.00	\$ 26.25	\$ 1,312.50	\$ 30.00	\$ 1,500.00
40	Temporary Fencing	LF	75	\$ 50.00	\$ 3,750.00	\$ 10.00	\$ 750.00	\$ 8.00	\$ 600.00	\$ 3.00	\$ 225.00	\$ 5.00	\$ 375.00	\$ 10.00	\$ 750.00	\$ 7.50	\$ 562.50
41	Remove and Replace with New Mailbox	EA	1	\$ 125.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 600.00	\$ 600.00	\$ 750.00	\$ 750.00
TOTAL BASE BID				\$	262,400.00	\$	294,560.00	\$	235,157.50	\$	247,960.00	\$	217,663.00	\$	322,741.00	\$	181,873.84

CERTIFIED: 
Audrey Forcum, CIPM (CPM), Purchasing Manager


William Les McLaughlin

1/17/2020
Date

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: STONE STREET WATERLINE IMPROVEMENTS

Contract No.: 20-25, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020 by and between The City of Fayetteville, Arkansas and Tri Star Contractors, LLC (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction of approximately 700 linear feet of 8" water main along the south side of Stone Street from Cross Ave. to Lewis Ave. Additional work to be included: tree removal, curb and sidewalk demolition, sidewalk construction, pavement repair, fence removal and replacement, water meter relocation, curb and gutter & driveway construction, erosion control installation, and topsoil and sod placement.

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 **120** 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 **150** 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: STONE STREET WATERLINE IMPROVEMENTS
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: Anthony N F Goedereis

By: Lioneld Jordan

(Type or legibly print)

Anthony N F Goedereis

(Signature)

(Signature)

Title: President

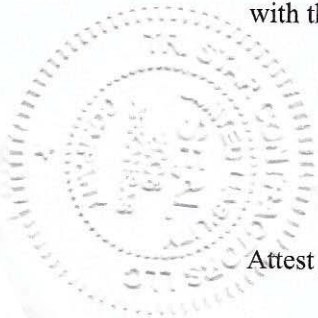
Title: Mayor

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 *Cameron Healdreich*

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

1910 Waukesha Rd

Siloam Springs, AR. 72761

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0186220320

Agent for Service of process

(Type or legibly print)

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.)

END OF DOCUMENT 00500