

Aldermen

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
Special City Council Meeting
October 20, 2005**

A Special meeting of the Fayetteville City Council will be held on October 20, 2005 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

A. New Business:

- 1. Brasfield & Gorrie, LLC Contract:** A resolution to approve a contract with Brasfield & Gorrie, LLC, to build the Broyles Road Wastewater Treatment Plant, the Broyles Road Twelve Inch Water Main, and other work for a guaranteed maximum price of \$59,994,710.00 and a contingency of \$2,400,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 208-05.

Meeting adjourned at 6:35 p.m.

Subject:	Roll				
Motion To:					
Motion By:					
Seconded:					
	Rhoads	Absent			
	Ferrell	Absent			
	Lucas	Absent			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody	✓			

Subject:	Brasfield & Gorrie, LLC				
Motion To:		Approve.			
Motion By:		Reynolds			
Seconded:		Cook			
208-05	Rhoads	Absent			
	Ferrell	Absent			
	Lucas	Absent			
	Jordan	✓			
	Reynolds	✓			
	Thiel	✓			
	Cook	✓			
	Marr	✓			
	Mayor Coody	—			

Aldermen

Mayor Dan Coody
City Attorney Kit Williams
City Clerk Sondra Smith



Ward 1 Position 1 - Robert Reynolds
Ward 1 Position 2 - Brenda Thiel
Ward 2 Position 1 - Kyle B. Cook
Ward 2 Position 2 - Don Marr
Ward 3 Position 1 - Robert K. Rhoads
Ward 3 Position 2 - Robert Ferrell
Ward 4 Position 1 - Shirley Lucas
Ward 4 Position 2 - Lioneld Jordan

**Final Agenda
Special City Council Meeting
October 20, 2005**

A Special meeting of the Fayetteville City Council will be held on October 20, 2005 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

A. New Business:

- 1. Brasfield & Gorrie, LLC Contract:** A resolution to approve a contract with Brasfield & Gorrie, LLC, to build the Broyles Road Wastewater Treatment Plant, the Broyles Road Twelve Inch Water Main, and other work for a guaranteed maximum price of \$59,994,710.00 and a contingency of \$2,400,000.00.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

20-Oct-05
City Council Meeting Date

David Jurgens

Submitted By

Water/Wastewater

Division

Water/Wastewater

Department

Action Required:

Approval of a Guaranteed Maximum Price construction contract with Brasfield & Gorrie, LLC., as approved by the Sewer Committee, in the amount of \$59,994,710.00, for construction of the Broyles Road Wastewater Treatment Plant, the Broyles Road 12 Inch Water Main, and the WWTP Wetlands Mitigation Area berms, and approve a 4% contingency of \$2,400,000.00. Funds are available in Fiscal Year 2005 budget.

\$62,394,710.00

Cost of this request

4480-9480-5315.00

Account Number

02133.0304

Project Number

\$ 113,011,587.00

Category/Project Budget

\$ 26,422,154.33

Funds Used to Date

\$ 86,589,432.67

Remaining Balance

Wastewater System Imp Project

Program Category / Project Name

Water and Wastewater

Program / Project Category Name

Water/Sewer

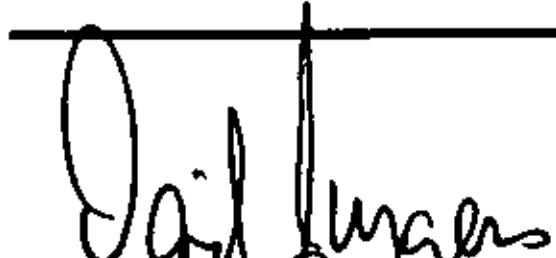
Fund Name

Budgeted Item

☒ XX

Budget Adjustment Attached

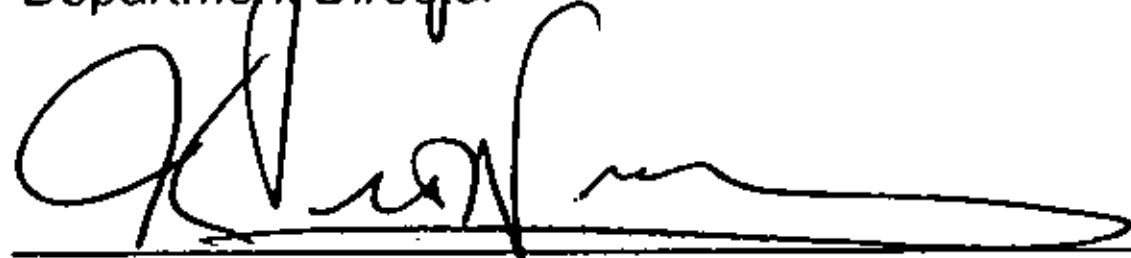
☐


Department Director

14 Oct 05
Date

Previous Ordinance or Resolution #

Original Contract Date:


City Attorney

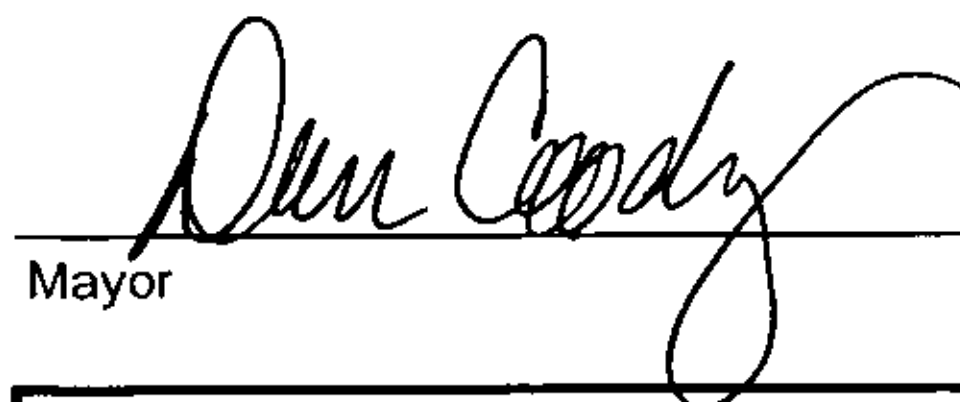
Oct 17, 05

Original Contract Number:


Finance and Internal Service Director

Oct 18 2005
Date

Received in City Clerk's Office


Mayor

10/18/05
Date

Received in Mayor's Office

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: Fayetteville Sewer Committee
WSIP Team *David Jurgens*
David Jurgens, Water/Wastewater Director

Date: October 14, 2005

Subject: Approval of a Guaranteed Maximum Price construction contract with Brasfield & Gorrie, LLC., as approved by the Sewer Committee, in the amount of \$59,994,710.00, for construction of the Broyles Road Wastewater Treatment Plant, the Broyles Road 12 Inch Water Main, and the WWTP Wetlands Mitigation Area berms, and approve a 4% contingency of \$2,400,000.00. Funds are available in Fiscal Year 2005 budget.

RECOMMENDATION

Fayetteville Sewer Committee and City Administration recommend approval of a construction contract with Brasfield & Gorrie, LLC., in the amount of \$59,994,710.00 for construction of the Broyles Road Wastewater Treatment Plant, the Broyles Road 12 Inch Water Main, and the WWTP Wetlands Mitigation Area berms, and approval of a 4% contingency of \$2,400,000.00.

The cost is broken down into the following components:

Wastewater Treatment Plant	\$59,432,615
12" Water Line on Broyles Road	380,968
Wetlands Mitigation Berm Const.	<u>181,127</u>
	\$59,994,710

BACKGROUND

On July 19, the Mayor implemented a Team approach to the WSIP management. That Team consists of Steve Davis, Ron Petrie, Tim Conklin, Gary Dumas, Susan Thomas, and David Jurgens.

On July 21, two bids were received for the West Side Treatment Plant construction:

Archer Western	\$71,098,000
Van Horn	62,472,770
Engineer's Estimate	47,600,000
Certified Funding	48,000,000
Award Limit	60,000,000 (125% of Certified Funding)

The low bid included three major components:

Wastewater Treatment Plant	\$57,704,931
Broyles Road with 12" Water Line	4,310,639
25.5 acre Wetlands Mitigation Site	<u>457,300</u>
	\$62,472,770

As this bid exceeded the award limit, staff immediately began evaluating alternatives. The City requested statements of qualifications from contractors and construction management firms under

Act 1989 of 2005, whereby municipalities were enabled to select firms for construction projects exceeding \$2 million. Eight firms submitted statements of qualifications; five were interviewed by the selection committee that consisted of staff, one City Council member, and representatives of McGoodwin, Williams and Yates, the Engineering firm that designed the project. Of these five interviewed firms, Brasfield & Gorrie was selected.

Negotiations began immediately. Alternative materials, treatment techniques and construction techniques were considered to identify any reasonable means to reduce the cost of the project while not compromising the quality of the treatment, the discharged effluent, the odor control system, nor any other part of the wastewater treatment plant.

Two components of the original project, planting of the wetlands plants on the 25.5 acre wetlands mitigation site, and construction of Broyles Road, are not included in this contract and will be completed at a later date under separate bids. Discussion with the first bidders and Brasfield & Gorrie made it apparent that it is more cost effective for the City to directly contract for this work.

The attached Resolution includes a 4% contingency. This contingency will be used only if unforeseen conditions result in unit quantity extensions as work is progressing on the site. For example: the Inlet Facilities per the MWY design require an undercut to elevation 1225.5'; if unacceptable soil is found at that elevation, additional excavation is required along with additional backfill material. The additional excavation and necessary fill material would be a unit quantity extension. The contract states a fee per cubic yard of excavated unsuitable material of \$3.75/CY measured in place and a fee per cubic yard or ton (depending upon required fill) for appropriate backfill. The contingency would be used in situations where it would be impractical for unit quantity extensions, to stop work for 3 to 4 weeks and seek Council approval. On a project of this scale, unforeseen conditions will be uncovered. Without the contingency, project delays will result from an inability of the project engineer and project manager to authorize work to continue in a timely manner. These delays could extend the project timeline and GMP.

DISCUSSION

The provisions of Act 1989 allow for guaranteed maximum price (GMP) contracts. This means that the City's maximum cost for the project is the GMP, and that payments are made on the actual cost of work plus an agreed upon Contractor's Fee of 6.5%. This is similar to the technique the City has employed for years for paying for professional services. The GMP can be modified only by change order.

The negotiated price of \$59,994,710 reflects an excellent price for this project. Brasfield & Gorrie is ranked number 29 in the Engineering News Record listing of the top 400 contractors in the country, and has an excellent track record of success in projects ranging from much smaller to much larger than this project. Given the economic impacts of Hurricanes Katrina and Rita, the City is receiving an excellent price for an excellent product.

All aspects of the contract were evaluated in order to reduce the overall cost to the City. If the net cost for a task was cheaper for the City to execute a task, then the task was removed from the contract. These savings were realized in several ways: first, the City can accomplish the task at a lower cost; second, if the cost of the City and the contractor doing the work was the same, then the City would save the contractor's 6.5% fee. Tasks removed from the contract include:

<u>Task</u>	<u>Alternative Technique</u>	<u>Estimated Savings</u>
Builder's Risk Insurance	City buy	\$24,000
Water Used	City buy	TBD, Contractor's Fee
Protect Gas Line	City contract with gas Co.	TBD, Contractor's Fee
Progress Photos	Engineer provide digital photos	\$28,000
Dumpsters	City pay for	TBD, Contractor's Fee
Electricity	City pay for	TBD, Contractor's Fee
Diesel Fuel	City pay for	+/- 0.16/gallon plus Contractor's Fee
Broyles Road Construction	Separate later contract	TBD
Wetlands Plantings	Separate later contract	TBD

BUDGET IMPACT

Funds are available in Fiscal Year 2005 budget. This contract is being funded by City funds; it is staff's intent that follow-on line work projects will be funded using the Arkansa Natural Resources Commission Revolving Loan Funds.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT WITH BRASFIELD & GORRIE, LLC, TO BUILD THE BROYLES ROAD WASTEWATER TREATMENT PLANT, THE BROYLES ROAD TWELVE INCH WATER MAIN, AND OTHER WORK FOR A GUARANTEED MAXIMUM PRICE OF \$59,994,710.00 AND A CONTINGENCY OF \$2,400,000.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the contract attached as Exhibit A with Brasfield & Gorrie, LLC, to build the Broyles Road Wastewater Treatment Plan, the Broyles Road Twelve Inch Water Main, and other work for a guaranteed maximum price of \$59,994,710.00 and a contingency of \$2,400,000.00.

PASSED and APPROVED this 20th day of October, 2005.

APPROVED:

By: _____

DRAFT
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

RESOLUTION NO. 208-05

A RESOLUTION TO APPROVE A CONTRACT WITH BRASFIELD & GORRIE, LLC, TO BUILD THE BROYLES ROAD WASTEWATER TREATMENT PLANT, THE BROYLES ROAD TWELVE INCH WATER MAIN, AND OTHER WORK FOR A GUARANTEED MAXIMUM PRICE OF \$59,994,710.00 AND A CONTINGENCY OF \$2,400,000.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the contract attached as Exhibit A with Brasfield & Gorrie, LLC, to build the Broyles Road Wastewater Treatment Plan, the Broyles Road Twelve Inch Water Main, and other work for a guaranteed maximum price of \$59,994,710.00 and a contingency of \$2,400,000.00.

PASSED and APPROVED this 20th day of October, 2005.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



AIA® Document A111™ – 1997

Standard Form of Agreement Between Owner and Contractor

where the basis for payment is the **COST OF THE WORK PLUS A FEE** with a negotiated
Guaranteed Maximum Price

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year)

BETWEEN the City of Fayetteville:
(Name, address and other information)

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, AR 72701

and the Contractor:
(Name, address and other information)

Brasfield & Gorrie, LLC
729 South 30th Street
Birmingham, AL 35233
(205) 328-4000

The Project is:
(Name and location)

Fayetteville Project No. 02133.0304
Contract No. WP3
Westside Wastewater Treatment Plant and the Wetland Berms and the Water Line at
Broyles Road
Fayetteville, Arkansas

The McGoodwin, Williams and Yates, Inc. is:
(Name, address and other information)

McGoodwin, Williams and Yates, Inc.
909 Rolling Hills Drive
Fayetteville, AR 72703

The City of Fayetteville and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by the Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 15. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the City of Fayetteville to cooperate with the McGoodwin, Williams and Yates, Inc. and exercise the Contractor's skill and judgment in furthering the interests of the City of Fayetteville; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the City of Fayetteville's interests. The City of Fayetteville agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the City of Fayetteville.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Notice of Award: October 21, 2005

Notice to Proceed: -- November 4, 2005

Pre-Construction Conference: 10:00 A.M., November 4, 2005

On-Site Construction -- February 5, 2006

If, prior to commencement of the Work, the City of Fayetteville requires time to file mortgages, mechanic's liens and other security interests, the City of Fayetteville's time requirement shall be as follows:

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 939 Calendar days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

May 31, 2008

Portion of Work

Substantial Completion date

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time, or for bonus payments for early completion of the Work.)

ARTICLE 5 BASIS FOR PAYMENT

§ 5.1 CONTRACT SUM

§ 5.1.1 The City of Fayetteville shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.2 The Contractor's Fee is: 6.5% of total costs incurred

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee, and describe the method of adjustment of the Contractor's Fee for changes in the Work.)

§ 5.2 GUARANTEED MAXIMUM PRICE

§ 5.2.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ 59,994,710.00), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the City of Fayetteville.

(Insert specific provisions if the Contractor is to participate in any savings.)

If the actual cost of the work plus the contractor's fee is less than the adjusted guaranteed maximum price, the City of Fayetteville shall pay fifty percent (50%) of such savings to the contractor. Such payment shall not exceed 1% of the adjusted guaranteed maximum price and shall be made at the time of final payment.

§ 5.2.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the City of Fayetteville:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the City of Fayetteville subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ 5.2.3 Unit prices, if any, are as follows:

Description	Units	Price
Excavate unsuitable material	CY (in place yards)	\$3.75/CY
Backfill with on-site	CY (truck yards)	\$5.00/CY
McGoodwin, Williams and Yates, Inc. ed fill material:		
Backfill with off-site	CY (truck yards)	\$8.60/CY
McGoodwin, Williams and Yates, Inc. ed fill material:		
Backfill with Class 7 ABC	Tons	\$13.60/Ton
Stone		

§ 5.2.4 Allowances, if any, are as follows

(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Allowance	Amount	Included Items
Anticipated Sales Tax Savings	(\$750,000)	

Note: This deduct of \$750,000 is included in the guaranteed maximum price. Final adjustments (up or down) will be made after the State of Arkansas Department of Finance and Administration has finalized their determination of tax exempt items..

§ 5.2.5 Assumptions, if any, on which the Guaranteed Maximum Price is based are as follows:

See Attachment A – Qualifications and Exclusions

§ 5.2.6 To the extent that the Drawings and Specifications are anticipated to require further development by the McGoodwin, Williams and Yates, Inc., the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-1997.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the City of Fayetteville's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 7.3.6 of AIA Document A201-1997 shall have the meanings assigned to them in AIA Document A201-1997 and shall not be modified by Articles 5, 7, and 8 of this Agreement. Adjustments to subcontracts awarded with the City of Fayetteville's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-1997 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Section 5.1.2 of this Agreement.

§ 6.4 If no specific provision is made in Section 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 will cause substantial inequity to the City of Fayetteville or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 6.5 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the City of Fayetteville. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the City of Fayetteville's approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the City of Fayetteville's approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 7.2.3 Wages and salaries of the Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits

such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.3 SUBCONTRACT COSTS

§ 7.3.1 Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 7.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ 7.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the City of Fayetteville's property at the completion of the Work or, at the City of Fayetteville's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the City of Fayetteville as a deduction from the Cost of the Work.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ 7.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the City of Fayetteville's prior approval.

§ 7.5.3 Costs of removal of debris from the site.

§ 7.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 7.5.5 That portion of the reasonable expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City of Fayetteville.

§ 7.6 MISCELLANEOUS COSTS

§ 7.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract:

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

§ 7.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-1997 or other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the City of Fayetteville's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Contractor's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of

Section 3.17.1 of AIA Document A201-1997 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 7.6.6 Data processing costs related to the Work.

§ 7.6.7 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility to the City of Fayetteville as set forth in the Contract Documents.

§ 7.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the City of Fayetteville and Contractor, reasonably incurred by the Contractor in the performance of the Work and with the City of Fayetteville's prior written approval; which approval shall not be unreasonably withheld.

§ 7.6.9 Expenses incurred in accordance with the Contractor's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the City of Fayetteville.

§ 7.7 OTHER COSTS AND EMERGENCIES

§ 7.7.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City of Fayetteville.

§ 7.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.6 of AIA Document A201-1997.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Contractor and only to the extent that the cost of repair or correction is not recoverable by the Contractor from insurance, sureties, Subcontractors or suppliers.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include:

§ 8.1.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Sections 7.2.2 and 7.2.3 or as may be provided in Article 14.

§ 8.1.2 Expenses of the Contractor's principal office and offices other than the site office.

§ 8.1.3 Overhead and general expenses, except as may be expressly included in Article 7.

§ 8.1.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

§ 8.1.5 Rental costs of machinery and equipment, except as specifically provided in Section 7.5.2.

§ 8.1.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

§ 8.1.7 Any cost not specifically and expressly described in Article 7.

§ 8.1.8 Costs, other than costs included in Change Orders approved by the City of Fayetteville, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the City of Fayetteville if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefor from the City of Fayetteville, or (2) the City of Fayetteville has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds

and amounts received from sales of surplus materials and equipment shall accrue to the City of Fayetteville, and the Contractor shall make provisions so that they can be secured.

§ 9.2 Amounts that accrue to the City of Fayetteville in accordance with the provisions of Section 9.1 shall be credited to the City of Fayetteville as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The City of Fayetteville may designate specific persons or entities from whom the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the McGoodwin, Williams and Yates, Inc.. The City of Fayetteville shall then determine, with the advice of the Contractor and the McGoodwin, Williams and Yates, Inc., which bids will be accepted. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.2 If a specific bidder among those whose bids are delivered by the Contractor to the McGoodwin, Williams and Yates, Inc. (1) is recommended to the City of Fayetteville by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the City of Fayetteville requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the City of Fayetteville by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the City of Fayetteville.

§ 10.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the City of Fayetteville.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the City of Fayetteville. The City of Fayetteville and the City of Fayetteville's accountants shall be afforded access to, and shall be permitted to audit and copy, the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 PROGRESS PAYMENTS

§ 12.1.1 Based upon Applications for Payment submitted to the City of Fayetteville by the Contractor the City of Fayetteville shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Any disputed invoices submitted will be adjusted in subsequent billings.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the City of Fayetteville not later than the 10th day of a month, the City of Fayetteville shall make payment to the Contractor not later than the 30 days after receipt of invoice. If an Application for Payment is received by the City of Fayetteville after the application date fixed above, payment shall be made by the City of Fayetteville not later than thirty (30) days after the City of Fayetteville receives the Application for Payment.

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the City of Fayetteville to

demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the City of Fayetteville may require. This schedule, unless objected to by the City of Fayetteville, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the City of Fayetteville of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
2. add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the City of Fayetteville, suitably stored off the site at a location agreed upon in writing;
3. add the Contractor's Fee, less retainage of ten percent (10%) per Arkansas Public Works Code 22-9-604. The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Section 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;

Note: If the work has been 50% completed as determined by McGoodwin, Williams and Yates, Inc., and if the character and progress of the Work have been satisfactory to City of Fayetteville and McGoodwin, Williams and Yates, Inc., the City of Fayetteville, on recommendation of McGoodwin, Williams and Yates, Inc., 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.
4. subtract the aggregate of previous payments made by the City of Fayetteville;
5. subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the City of Fayetteville's accountants in such documentation; and
6. subtract amounts, if any, for which the McGoodwin, Williams and Yates, Inc. has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 12.1.8 Except with the City of Fayetteville's prior approval, payments to Subcontractors shall be subject to retainage of not less than five percent (5%). The City of Fayetteville and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontractors.

§ 12.1.9 Audits and verifications, if required by the City of Fayetteville, will be performed by the City of Fayetteville's accountants acting in the sole interest of the City of Fayetteville.

§ 12.2 FINAL PAYMENT

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City of Fayetteville to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the City of Fayetteville and a final certificate of completion by McGoodwin, Williams and Yates, Inc.

§ 12.2.2 The City of Fayetteville's final payment to the Contractor shall be made no later than 90 days after the issuance of the McGoodwin, Williams and Yates, Inc.'s final Certificate of completion, and City of Fayetteville's Certificate of Payment.

§ 12.2.3 The City of Fayetteville's accountants will review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the McGoodwin, Williams and Yates, Inc. by the Contractor. Based upon such Cost of the Work as the City of Fayetteville's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of Section 12.2.1 have been met, the McGoodwin, Williams and Yates, Inc. will, within seven days after receipt of the written report of the City of Fayetteville's accountants, either issue to the City of Fayetteville a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and City of Fayetteville in writing of the McGoodwin, Williams and Yates, Inc.'s reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-1997. The time periods stated in this Section 12.2.3 supersede those stated in Section 9.4.1 of the AIA Document A201-1997.

§ 12.2.4 If the City of Fayetteville's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand arbitration of the disputed amount without a further decision of the McGoodwin, Williams and Yates, Inc.. Such demand for arbitration shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the McGoodwin, Williams and Yates, Inc.'s final Certificate for Payment; failure to demand arbitration within this 30-day period shall result in the substantiated amount reported by the City of Fayetteville's accountants becoming binding on the Contractor. Pending a final resolution by arbitration, the City of Fayetteville shall pay the Contractor the amount certified in the McGoodwin, Williams and Yates, Inc.'s final Certificate for Payment.

§ 12.2.5 If, subsequent to final payment and at the City of Fayetteville's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work not the fault of the Contractor, the City of Fayetteville shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Contractor has participated in savings as provided in Section 5.2, the amount of such savings shall be recalculated and appropriate credit given to the City of Fayetteville in determining the net amount to be paid by the City of Fayetteville to the Contractor.

ARTICLE 13 - TERMINATION OR SUSPENSION

(Paragraph deleted)

§ 13.2 The Contract may be terminated by the City of Fayetteville for cause as provided in Article 14 of AIA Document A201-1997. The amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A201-1997 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

§ 13.2.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

§ 13.2.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

§ 13.2.3 Subtract the aggregate of previous payments made by the City of Fayetteville.

§ 13.3 The City of Fayetteville shall also pay the Contractor fair compensation, either by purchase or rental at the election of the City of Fayetteville, for any equipment owned by the Contractor that the City of Fayetteville elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.1. To the extent that the City of Fayetteville elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the City of Fayetteville may require for the purpose of fully vesting in the City of Fayetteville the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 13.4 The Work may be suspended by the City of Fayetteville as provided in Article 14 of AIA Document A201-1997; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-1997 except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 5.1.2 and Section 6.4 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Agreement to a provision AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. The following costs to be reimbursed generally described in Article 7 shall specifically include:

Payroll Taxes
G. C. Licenses
Job Superintendent
Project Management on Site
Project Management at Home
office
Job Clerk
Field McGoodwin, Williams
and Yates, Inc.
Rodman
Professional Surveyor
Layout Supplies
Living Expenses
Superintendent Truck
Allowance
Field/Trade Truck Allowance
P. M. Travel & Expenses
Daily Clean-Up
Final Clean-Up
Field Travel
Construction Schedule
Testing Lab Services
Temporary Power
Temporary Water lines
Water bill
Telephone installation &
equipment
Cellular phone

Telephone toll charges
Temporary Toilets
Holding tank and trailer
Safety McGoodwin, Williams
and Yates, Inc.
First aid/safety supplies
Protect openings and edges
Job drug testing
Temporary job fence
Temporary roads
G. C. office trailer
City of
Fayetteville/McGoodwin,
Williams and Yates, Inc. trailer
City of
Fayetteville/McGoodwin,
Williams and Yates, Inc.
furnishings
Temporary sheds
Set up and demob field ops.
Field office supplies
Field office furnishings
Copier cost
Fax machine
On-site computer cost
Postage and shipping
Water, ice and cups
Estimating expense at home

office or on site
Printing/reproduction costs
Purchase drawings
General equipment rental
General equipment fuel &
lube
Equipment parts and repairs
Equipment insurance
Freight on equipment
Concrete pumping
Mobile crane rental
Mobile crane operator
Crane fuel
Crane set up/demob
McGoodwin, Williams and
Yates, Inc. ing fees/services
Storm water monitoring

Small Tools & Supplies;
Expendables (Bit, Saw, Rod);
Cutting/Welding Consumables
to be included as 7.7% of the
total labor
(not including payroll taxes or
benefits)

§ 14.1.1 Freedom of Information Act. 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."

§ 14.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the City of Fayetteville's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 14.3 The City of Fayetteville's representative is:
(Name, address and other information.)

City of Fayetteville
David Jurgens
113 W. Mountain Street
Fayetteville, AR 72701

w/copies to:

City of Fayetteville
Mayor Dan Coody
113 W. Mountain Street
Fayetteville, AR 72701

§ 14.4 The Contractor's representative is:
(Name, address and other information.)

Tom Marcum
Brasfield & Gorrie, LLC
729 South 30th Street
Birmingham, AL 35233

§ 14.5 Neither the City of Fayetteville's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

§ 14.6 Other provisions:

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 15.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between City of Fayetteville and Contractor, AIA Document A111-1997.

§ 15.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 15.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages
----------	-------	-------

See Attachment B provided by McGoodwin, Williams and Yates		
--	--	--

§ 15.1.4 The Specifications are those contained in the Project Manual dated as in Section 15.1.3, and are as follows: *(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Title of Specifications exhibit:

§ 15.1.5 The Drawings are as follows, and are dated unless a different date is shown below: *(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Title of Drawings exhibit: Attachment C

§ 15.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

See Attachment D provided by McGoodwin, Williams and Yates		
--	--	--

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 15.

§ 15.1.7 Other Documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents, such as a list of alternates that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 16 INSURANCE AND BONDS

(List required limits of liability for insurance and bonds. AIA Document A201-1997 gives other specific requirements for insurance and bonds.)

Brasfield & Gorrie, LLC included in the price of their bid the cost of Builder's Risk Insurance that met the insurance requirements of the Owner's specifications. The Owner has elected to provide the Builder's Risk Coverage. In exchange for the reduction in the Contract Price shown in the Pricing Summary dated 10/13/05 @ 5:02 P.M, the Owner will pay the costs of any and all insurance deductibles incurred under their Builder's Risk policy and the Owner will pay any loss not covered by their Builder's Risk policy that would have been paid by the Brasfield & Gorrie Blanket Builder's Risk policy, underwritten by the Zurich North American Insurance Company and originally included in the Contract Price.

Type of Insurance	Limit of Liability (\$ 0.00)
-------------------	------------------------------

See City of Fayetteville Requirements	
---------------------------------------	--

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the McGoodwin, Williams and Yates, Inc. for use in the administration of the Contract, and the remainder to the City of Fayetteville.

CITY OF FAYETTEVILLE (Signature)

CONTRACTOR (Signature)

(Printed name and title)

Gary Harrington, Vice President
(Printed name and title)

ATTACHMENT A

Westside WWTP
Fayetteville, AR

QUALIFICATIONS and Exclusions

Revised October 13, 2005

QUALIFICATIONS

Division 2:

1. We have excavated or undercut to the following sub-grade elevations at each structure:
 - a. Inlet Facilities: Undercut to Elevation 1225.5'
 - b. Grit and Scum Division Box: Elevation 1202.0' for lower slab.
 - c. Grit and Scum Removal Units: Undercut to Elevation 1225.0'
 - d. Grit and Scum Effluent Collection Box: Elevation 1223.2'.
 - e. Grit and Scum Pump Station: Undercut to Elevation 1224.0'.
 - f. Biological Division Box: Elevation 1226.5'.
 - g. Biological Units: Elevation 1217.5'.
 - h. RAS/WAS Pump Station: Undercut to Elevation 1211.0'.
 - i. Final Clarifier Division Box: Elevation 1213.5'.
 - j. Final Clarifiers: Undercut to Elevation 1209.7' for main base slab.
 - k. Final Clarifier Effluent Collection Box: Elevation 1208.6'
 - l. Filters: Elevation 1205.0' for lower slab and 1210.5' for upper slab.
 - m. U.V. Disinfection: Elevation 1198.25' for lower slab and Elevation 1206.0' for upper slab.
 - n. Post Aeration Basin: Elevation 1186.17' for lower slab and 1194.0' for upper slab.
 - o. Post Aeration Blower Building: Undercut to Elevation 1217.5'.
 - p. Flow EQ Basin: Excavated to 6" below bottom of base slab.
 - q. Flow EQ Pump Station: Elevation 1205.7'.
 - r. Chemical Feed Building: Undercut to Elevation 1210.5'.
 - s. Odor Control Building: Undercut to Elevation 1221.3'.
 - t. Bio-process Magmeter Vault: Elevation 1213.8'.
Filter Effluent Box: Elevation 1199.0'.
 - u. Biosolids Processing Building: Elevation 1211.25' for lower slab area and undercut to Elevation 1215.7' for remaining slab area.
 - v. WAS Storage Tank: Undercut to Elevation 1214.8'.
 - w. Site Pump Station: Undercut to Elevation 1201.8'.
 - x. Operations Building: Undercut to Elevation 1227.5'.
 - y. Vehicle Storage Building: Undercut to Elevation 1215.0'.
 - z. North Electrical Building: Undercut to Elevation 1227.8'.
 - aa. South Electrical Building: Undercut to Elevation 1227.0'.
 - bb. Influent Metering Structure: Elevation 1236.5'.
 - cc. Effluent Discharge Structure: Excavated to 6" below bottom of base slab.

If additional excavation or undercutting is required underneath the structures, the excavation and backfill will be paid on a unit price basis per the following:

- Excavate unsuitable material: \$ 3.75/CY (in place yards)
 - Backfill with on-site engineered fill material: \$ 5.00/CY (truck yards)
 - Backfill with off-site engineered fill material: \$ 8.60/CY (truck yards)
 - Backfill with Class 7 ABC stone: \$ 13.60/TN
2. We have furnished engineered fill underneath structures and backfill within structure excavations as shown in the contract documents. Our proposal is based upon all other types of excavated material being acceptable to use as general site fill outside of structure excavations and in unpaved areas and berms, etc. We have also included a minimum of 6" compacted Class 7 aggregate base course underneath structures as shown in the contract documents.
 3. We estimate having to import 23,981 CY of "red dirt" material for suitable engineered fill and backfill and to reach final grades. If additional imported material is required, it will be paid for on a unit price basis at \$ 3.60/CY.
 4. Our proposal is based upon using excess stripped or excavated material from the treatment plant site to construct the berms at the wetland site. If this material is unsuitable or insufficient to construct the berms, off-site engineered filled material can be brought in and paid for by the unit price set forth above.
 5. We take exception to the following sentence in Specification Section 02300, Pages 9 and 20: "The contractor shall not receive additional compensation for any delays or changes of any kind associated with any changes or redesigns required for the actual competent limestone elevations." If any design changes are required to the drilled piers and result in additional costs, the contractor would be compensated.
 6. We take exception to Specification Section 02300, Page 25, Note 8. We shall perform all excavation and fill in conformance with the contract documents based upon the qualifications as outlined above.
 7. We have only included erosion control and tree protection for the work on the main plant site. Any work associated with the New Broyles Road construction is not included.
 8. Our proposal is based on the following average top of competent rock elevations for the drilled piers and rock anchors:
 - Inlet Facilities: 1216.3'
 - Biosolids Process Building: 1213.7'
 - Flow E.Q. Basin: 1213'
 9. The drilled piers will be tested by tests hole inspection in lieu of rock core samples.

10. The ornamental entry gate operator is included as a Liftmaster brand operator in lieu of the specified operator.

Division 3:

1. We have included dowel bar substitutes in our price for certain portions of the concrete work.
2. 6" waterstops: Vinylex RB638H full 3/8" thickness.
9" waterstops: Vinylex RB938H full 3/8" thickness.
Hydrophillic: ADEKA MC2005P.
3. All expansion joint materials to be "Ceramar" by W. R. Meadows and meet requirements of Specification ASTM-D-1752.
4. Hardener and sealer for concrete is priced as scheduled in Specification Section 03300.

Division 4:

1. Foam fill insulation is included in exterior masonry walls only.
2. Masonry split faced block to be integral color in lieu of stained block.

Division 5:

1. Aluminum weir plates are included at the concrete troughs. (Reference Drawing 10P3).
2. We include prime steel bar joist with bridging in lieu of galvanized. (Reference Drawing 19S4).
3. Aluminum checkered plate to be made of 5086 aluminum alloy in lieu of specified 6061 aluminum alloy. All load requirements will be as noted in the contract documents.

Division 6:

1. Millwork manufacturer to be Case Systems. (This is the millwork side of Fisher Scientific).

Division 8:

1. Metal door to have an R-value of 11 in lieu of 12 as specified.

Division 10:

1. Key lock box to be Knox Box 3250 series.

2. Lockers to be manufactured by ASI Storage Solutions in lieu of Republic Storage Systems as specified.
3. Monument sign to be one-sided.
4. 4-each cast aluminum street numbers are included.
5. 40-each warning/caution interior signs are included.
6. 10" x 8" interior signs are to have aluminum frames in lieu of plastic.
7. Fire extinguishers specified as Halitron are included as CO₂.

Division 12:

1. Epoxy lab countertops to be black.

Division 13:

1. Pre-engineered wall panels are included as 24-gauge.
2. Interior wall panels are priced as PBR profile panels in lieu of flat sheets.
3. 12-each metal building color selections to be provided in lieu of the 20-each specified.
4. The roof insulation for the pre-engineered metal building is included as 6" thick R19 insulation.

Division 14:

1. Variable frequency drives for hoists are 2-step instead of 3-step, as specified.
2. Flanged wheels are included for the cranes per industry standards.

Division 15:

1. The Penberthy mixers at post aeration are constructed of 304 stainless steel.
2. Pipe encasement is flowable fill.
3. Bolting for flanged joint DIP is as follows:
 - Exposed: A307 Grade B with heavy hex head and nut with plain mill finish.
 - Submerged: 316 stainless steel with standard heads and nuts.
4. The plant effluent line is included as cement lined D.I.P.

GENERAL:

City of Fayetteville acknowledges that Brasfield & Gorrie, LLC's price does not include an allowance for escalation in prices of material or labor due to extraordinary circumstances such as war or natural disaster beyond the control of Brasfield & Gorrie, LLC. If such price escalation occurs during performance of the work, Brasfield & Gorrie, LLC will give City of Fayetteville written notice of such occurrence and McGoodwin, Williams and Yates, City of Fayetteville and Brasfield & Gorrie, LLC will work together to limit the impact of the price escalation or Brasfield & Gorrie, LLC will be provided a Change Order to compensate for the additional costs or delays associated with the labor or material price escalation.

EXCLUSIONS

1. Testing water cost.
2. Watchman
3. Hazardous material abatement.
4. Soil treatment.
5. Epoxy bonding agents.
6. Water reducing admixtures.
7. Filter Fabric @ A/8S2.
8. Cleanouts or inspection ports in concrete forms.
9. Measuring floor and slab flatness testings.
10. Factory waterstop fittings. (B&G to fabricate in the field).
11. Rubbing the underside of formed floors or slabs.
12. Rubbing the inside surface of walls that have either a cover or grating covering.
13. Water curing of walls.
14. Underslab dampproofing.
15. Locker room hampers.
16. Audio visual equipment.
17. Office furnishings and equipment.
18. Residential appliances.
19. Class 1, Group C, Division 1, explosion-proof motors for cranes and hoists.
20. Any new GBT material.
21. Initial chemical fill.
22. Spark resistant components for cranes and hoists.
23. De-ionized water system.
24. Power company charges for primary service to site.
25. Fire treated lumber
26. Greencutting.
27. Charges and/or fees by Arkansas Western Gas to extend service to the location shown on the plans.
28. Owner's Protective Insurance.
29. Sewer impact fees.
30. Building permit cost.
31. Water impact fees.
32. Storm water permit.

- 33. Plan Review Fees.
- 34. Gross Receipts Tax.
- 35. Liquidated Damages.
- 36. Maintenance Bond.

ATTACHMENT "B"

Project Manual Title:

**PROJECT MANUAL
FOR
FAYETTEVILLE PROJECT NO. 02133
CONTRACT NO. WP-3
WESTSIDE WASTEWATER TREATMENT PLANT AND
WETLAND MITIGATION SITE
(RLF PROJECT NUMBER CS-050803-03)
AND BROYLES ROAD IMPROVEMENTS
FAYETTEVILLE WASTEWATER SYSTEM
IMPROVEMENTS PROJECT**

Project Manual Volumes:

- Volume 1 of 3, dated March 2005**
- Volume 2 of 3, dated March 2005**
- Volume 3 of 3, dated March 2005**

ATTACHMENT "C"

DRAWING LIST

FOR

FAYETTEVILLE PROJECT NO. 02133

CONTRACT NO. WP-3

WESTSIDE WASTEWATER TREATMENT PLANT AND

WETLAND MITIGATION SITE

(RLF PROJECT NUMBER CS-050803-03)

AND BROYLES ROAD IMPROVEMENTS

FAYETTEVILLE WASTEWATER SYSTEM

IMPROVEMENTS PROJECT

- Volume 1: General, Civil, Utilities, Architectural, Structural, dated March 2005**
- Volume 2: Plumbing, Mechanical, Instrumentation, Process**
- Volume 3: Broyles Road Improvements**

ATTACHMENT "D"

Addendum No. 1, dated June 25, 2005

Addendum No. 2, dated July 14, 2005

Addendum No. 3, dated August 30, 2005

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:
 Date: 10/14/2005
 P.O Number:
 Expected Delivery Date:

Address: 7550 Vendor Name: Brasfield & Gorrie, LLC

City: Birmingham State: AL

Requester: David Jurgens

Fob Point: Fayetteville Zip Code: 35233 Ship to code: Requester's Employee #: 490

Extension: 386 Division Head Approval: *[Signature]*

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	WSIP, Evaluate MBR Alternative for WWTP	1	EA	59,994,710.00	\$59,994,710.00	4480-9480-5315.00	02133-0304		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions: Some portions of this work are taxable, some are not. Estimated sales taxes are included in the unit cost. Purchase order issuance shall be done in phases based on need. This is a three year duration project.

Subtotal: \$59,994,710.00
 Tax: \$0.00
 Total: \$59,994,710.00

Approvals:

Mayor: *[Signature]* Department Director: *[Signature]*

Finance & Internal Services Director: Budget Manager:

Dispatch Manager: Utilities Manager:

Purchasing Manager:

IT Manager:

Other:



City Clerk Division
113 West Mountain
Fayetteville, AR 72701
Telephone: (479) 575-8323
Fax: (479) 718-7695
city_clerk@ci.fayetteville.ar.us

Departmental Correspondence

TO: Mayor Dan Coody
City Council Members

FROM: Sondra Smith, City Clerk/Treasurer

DATE: October 5, 2005

SUBJECT: Special City Council Meetings for October, 2005

There is a special meeting of the City Council scheduled for Thursday, October 20, at 6:00 p.m., in Room 219. The primary subject is the Brasfield & Gorrie construction contract for the Wastewater Treatment Plant on Broyles Road.

There is a special meeting of the City Council scheduled for Thursday, October 27, at 5:30 PM in Room 219. The meeting will be regarding: A fiscal impact study on annexation, presented earlier this year, led to the development of a strategic annexation plan. Long Range Planning staff would like to present this plan to the City Council at a special meeting.

Steve Davis
Said to pull
this memo &
use the one
he submitted.

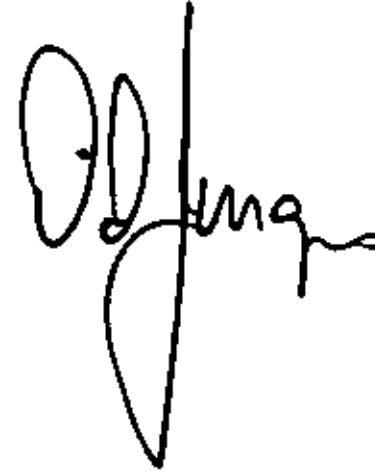
10-18-05

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: Fayetteville Sewer Committee
David Jurgens, Water/Wastewater Director



Date: October 14, 2005

Subject: Approval of a Guaranteed Maximum Price construction contract with Brasfield & Gorrie, LLC., as approved by the Sewer Committee, in the amount of \$59,994,710.00, for construction of the Broyles Road Wastewater Treatment Plant, the Broyles Road 12 Inch Water Main, and the WWTP Wetlands Mitigation Area berms, and approve a 4% contingency of \$2,400,000.00. Funds are available in Fiscal Year 2005 budget.

RECOMMENDATION

Fayetteville Sewer Committee and City Administration recommend approval of a construction contract with Brasfield & Gorrie, LLC., in the amount of \$59,994,710.00 for construction of the Broyles Road Wastewater Treatment Plant, the Broyles Road 12 Inch Water Main, and the WWTP Wetlands Mitigation Area berms, and approval of a 4% contingency of \$2,400,000.00.

The cost is broken down into the following components:

Wastewater Treatment Plant	\$59,432,615
12" Water Line on Broyles Road	380,968
Wetlands Mitigation Berm Const.	<u>181,127</u>
	\$59,994,710

BACKGROUND

On July 21, two bids were received for the West Side Treatment Plant construction:

Archer Western	\$71,098,000
Van Horn	62,472,770
Engineer's Estimate	47,600,000
Certified Funding	48,000,000
Award Limit	60,000,000 (125% of Certified Funding)

The low bid included three major components:

Wastewater Treatment Plant	\$57,704,931
Broyles Road with 12" Water Line	4,310,639
25.5 acre Wetlands Mitigation Site	<u>457,300</u>
	\$62,472,770

As this bid exceeded the award limit, staff immediately began evaluating alternatives. The City requested statements of qualifications from contractors and construction management firms under Act 1989 of 2005, whereby municipalities were enabled to select firms for construction projects exceeding \$2 million. Eight firms submitted statements of qualifications; five were interviewed by the selection committee that consisted of staff, one City Council member, and representatives of

McGoodwin, Williams and Yates, the Engineering firm that designed the project. Of these five interviewed firms, Brasfield & Gorrie was selected.

Negotiations began immediately. Alternative materials, treatment techniques and construction techniques were considered to identify any reasonable means to reduce the cost of the project while not compromising the quality of the treatment, the discharged effluent, the odor control system, nor any other part of the wastewater treatment plant.

Two components of the original project, planting of the wetlands plants on the 25.5 acre wetlands mitigation site, and construction of Broyles Road, are not included in this contract and will be completed at a later date under separate bids. Discussion with the first bidders and Brasfield & Gorrie made it apparent that it is more cost effective for the City to directly contract for this work.

DISCUSSION

The provisions of Act 1989 allow for guaranteed maximum price (GMP) contracts. This means that the City's maximum cost for the project is the GMP, and that payments are made on the actual cost of work plus an agreed upon Contractor's Fee of 6.5%. This is similar to the technique the City has employed for years for paying for professional services. The GMP can be modified only by change order.

The negotiated price of \$59,994,710 reflects an excellent price for this project. Brasfield & Gorrie is ranked number 29 in the Engineering News Record listing of the top 400 contractors in the country, and has an excellent track record of success in projects ranging from much smaller to much larger than this project. Given the economic impacts of Hurricanes Katrina and Rita, the City is receiving an excellent price for an excellent product.

All aspects of the contract were evaluated in order to reduce the overall cost to the City. If the net cost for a task was cheaper for the City to execute a task, then the task was removed from the contract. These savings were realized in several ways: first, the City can accomplish the task at a lower cost; second, if the cost of the City and the contractor doing the work was the same, then the City would save the contractor's 6.5% fee. Tasks removed from the contract include:

<u>Task</u>	<u>Alternative Technique</u>	<u>Estimated Savings</u>
Builder's Risk Insurance	City buy	\$24,000
Water Used	City buy	TBD, Contractor's Fee
Protect Gas Line	City contract with gas Co.	TBD, Contractor's Fee
Progress Photos	Engineer provide digital photos	\$28,000
Dumpsters	City pay for	TBD, Contractor's Fee
Electricity	City pay for	TBD, Contractor's Fee
Diesel Fuel	City pay for	+/- 0.16/gallon plus Contractor's Fee
Broyles Road Construction	Separate later contract	TBD
Wetlands Plantings	Separate later contract	TBD

BUDGET IMPACT

Funds are available in Fiscal Year 2005 budget. This contract is being funded by City funds; it is staff's intent that follow-on line work projects will be funded using the Arkansa Natural Resources Commission Revolving Loan Funds.

"Northwest Arkansas' Most Widely Read Newspaper"

AFFIDAVIT OF PUBLICATION

I, **Erin Emis**, do solemnly swear that I am the Legal Clerk of the Arkansas Democrat-Gazette/Northwest Arkansas Times newspaper, printed and published in Lowell, Arkansas, and that from my own personal knowledge and reference to the files of said publication, that advertisement of:

Special Final Agenda was inserted in the regular editions on
October 20, 2005.

PO# _____

** Publication Charge: \$ 59.52

Subscribed and sworn to before me this

20 day of October, 2005.



Notary Public

Sharlene D. Williams

Notary Public

My Commission Expires: _____

State of Arkansas

My Commission Expires

October 18, 2014

** Please do not pay from Affidavit.

An invoice will be sent.

FINAL AGENDA
SPECIAL CITY COUNCIL MEETING
OCTOBER 20, 2005

A Special meeting of the Fayetteville City Council will be held on October 20, 2005 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

A. New Business:

1. Brasfield & Gorrie, LLC Contract: A resolution to approve a contract with Brasfield & Gorrie, LLC, to build the Broyles Road Wastewater Treatment Plant, the Broyles Road Twelve Inch Water Main, and other work for a guaranteed maximum price of \$59,994,710.00 and a contingency of \$2,400,000.00.



FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY



LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody, Mayor**

THRU: **Sondra Smith, City Clerk**

FROM: **Kit Williams, City Attorney**

A handwritten signature, likely of Kit Williams, written in ink over a horizontal line.

DATE: **October 21, 2005**

RE: **Passed Ordinance from Special City Council meeting
of October 20, 2005**

1. **Brasfield & Gorrie, LLC construction contract:** Resolution to approve a contract w/Brasfield & Gorrie, LLC, to build the Broyles Road Wastewater Treatment Plant, the Broyles Road twelve inch water main, and other work for a guaranteed maximum price ff \$59,994,710.00 and a contingency of \$2,400,000.00