City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Transportation Committee Agenda

Tuesday, July 30, 2024

5:30 PM

City Hall Room 111

Council Members

Council Members:
Sarah Bunch
Holly Hertzberg
Sarah Moore

City Staff:
Chris Brown, Public Works Director/City Engineer
Terry Gulley, Asst. PW Director for Operations/Transportation Services Director

New Business

Reports and Presentations

Informational Items

1. COLLEGE AVENUE CONSTRUCTION CONTRACT

COLLEGE AVENUE CONSTRUCTION CONTRACT WITH BENCHMARK CONSTRUCTION COMPANY OF NWA -

2. GARVER CONTRACT AMENDMENT 2

GARVER CONTRACT AMENDMENT 2 FOR COLLEGE AVENUE -

3. CHANGE ORDER 1 NORTH AND COLLEGE INTERSECTION PROJECT

CHANGE ORDER 1 NORTH AND COLLEGE INTERSECTION PROJECT -

Adjourn

Zoom Information:

City of Fayetteville Staff Review Form

2024-354

Item ID

8/6/2024

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

Matt Casey	7/17/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a contract in the amount of $9,214,669.54 with Benchmark Construction Company of NWA, Inc. for the construction of the College Ave. Improvements Project (North to Sycamore), approval of a project contingency of $921,467.00 (10%) and approval of a budget adjustment.

Budget Impact:

4702.860.7221-5809.00 5400.860.5600-5808.00	Street Projects 2022 Bonds and Sewer Fund	Water
Account Number	Fund	
46020.7221.1020 11011.2019.7221	Hwy 71B Corridor North to Township	
Project Number	Project Title	

Budgeted Item?	Yes	Total Amended Budget	$	1,296,565.00
		Expenses (Actual+Encum)	$	301,421.36
		Available Budget	**$**	**995,143.64**
Does item have a direct cost?	Yes	Item Cost	$	10,136,136.54
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	10,136,137.00
		Remaining Budget	**$**	**995,144.10**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments: Item cost includes construction contract plus project contingency.

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF AUGUST 6, 2024

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

DATE: June 26, 2024

SUBJECT: **Approval of a contract in the amount of $9,214,669.54 with Benchmark Construction Company of NWA, Inc. for the construction of the College Ave. Improvements Project (North to Sycamore), approval of a project contingency of $921,467.00 (10%) and approval of a budget adjustment.**

RECOMMENDATION:
Staff recommends approval of a contract in the amount of $9,214,669.54 with Benchmark Construction Company of NWA, Inc. for the construction of the College Ave. Improvements Project (North to Sycamore), approval of a project contingency of $921,467.00 (10%) and approval of a budget adjustment.

BACKGROUND:
The School Avenue and College Avenue Corridors serve as the major north-south route through the central part of the City and are major commercial and retail destination. Maintaining and improving the corridors will allow them to continue to serve mobility needs, and to continue to develop/redevelop as commercial corridors.

Improvements to these corridors will include striping, widening and/or narrowing of the roadway, utility relocation, sidewalk/trail installation, accommodations for transit systems, elimination or reconfiguration of driveways, modification to traffic signals, medians, and other corridor improvements identified in the design process.

The starting point for corridor designs was the 71B Corridor Plan completed by RDG Planning. Goals and aspirations of the Plan will be implemented to the greatest extent possible through the limits of the project segments selected for design and construction, which include College Ave. between North Street and Township Street, and School Ave. between Martin Luther King Jr. Blvd. and Cato Springs Road.

In December of 2021, the City Council approved a design contract with Garver, LLC for the detailed design of this project from North Street to Sycamore Street.

In addition to the Transportation Improvements, a new water main along this corridor is included in this construction contract. Plans were prepared by McClelland Consulting Engineers for the water main.

On August 25, 2021, the Northwest Arkansas Regional Planning Commission (NWARPC) awarded this project $1,500,000.00 from the FFY 2022 STBGP-A (Surface Transportation Block Grant Program-Attributable. This Federal-aid program is administered through the NWARPC.

In November of 2021, The City of Fayetteville and ARDOT signed a supplemental agreement of understanding combining the $1,500,000.00 in STBGP-A funds with the funds from the 2019 agreement of understanding for Job 040746 Truckers Dr. – Howard Nickell Rd. and Highway 71B Improvements which allocated $1,500,000.00 for improvements to Highway 71B.

On August 24, 2022, the NWARPC awarded this project and additional $1,800,000.00 from the FFY 2022 STBGP-A (Surface Transportation Block Grant Program-Attributable). This brings the total Federal Aid to $4,800,000.00.

DISCUSSION:
On June 27, 2024, the City received three (3) construction bids for this project. Two of the bids were incomplete (unresponsive) and had to be rejected. Benchmark Construction Company of NWA, Inc. submitted a complete bid of $9,214,669.54. Engineering staff recommends awarding this contract to Benchmark Construction Company of NWA, Inc. The contract time is 300 days (10 months) for substantial completion.

Please note that as part of the Federal-aid process, the Mayor will be submitting the required Certification Letter to the Arkansas Department of Transportation (ARDOT) requesting their review of the bid tabulations and concurrence in award of the contract to Benchmark Construction Company of NWA, Inc. The actual execution of the construction agreement will occur after receipt of ARDOT concurrence.

BUDGET/STAFF IMPACT:
This project is based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the contract amount and the City will pay a 20% match. The City will have to make payments to the Contractor and the Consultant, and then submit the required paperwork to ARDOT requesting 80% reimbursement. The City matching funds for the roadway improvements will be paid from the Streets Project 2022 Bond Funds.

The total Federal-aid amount being recognized in the associated Budget Adjustment for this item is $4,800,000.00.

Water and Sewer Line Improvement Funds will be used for the new water main portion of this contract.

ACCOUNT	PROJECT	AMOUNT
4702.860.7221-5809.00	46020.7221.1020	$1,831,257.82
4601.860.7221-5809.00	46010.7221.1020	$4,800,000.00
5400.860.5600-5808.00	11011.2019.7221	$2,583,411.72

Attachments:
Section 0500 Agreement
Bid Submittal
Bid Tab
Budget Adjustment

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a contract in the amount of $9,214,669.54 with Benchmark Construction Company of NWA, Inc. for the construction of the College Ave. Improvements Project (North to Sycamore), approval of a project contingency of $921,467.00 (10%) and approval of a budget adjustment.

COUNCIL DATE: 8/6/2024

ITEM ID#: **2024-0354**

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2024624

TOTAL	4,800,000	4,800,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4601.860.7221-5809.00	4,800,000	-	46020	7221.1020	EX	Improvements - Street
4601.860.7221-4309.00		4,800,000	46020	7221.1020	RE	Federal Grants - Capital
4702.860.7221-5809.00	1,831,258	-	46020	7221.1020	EX	Improvements - Street
4702.860.7221-5911.99	663,125	-	46020	7221.1020	EX	Contingency - Capital Project
4702.860.7999-5899.00	(2,494,383)	-	46020	7999	EX	Unallocated - Budget
	-	-				
5400.860.5600-5808.00	2,583,412	-	11011	2019.7221	EX	Improvements - Water Line
5400.860.5600-5911.99	258,342	-	11011	2019.7221	EX	Contingency - Capital Project
5400.720.5600-5314.04	(13,078)	-	10007	1	EX	Professional Services - Engineering Contra
5400.720.5600-5808.00	(135,740)	-	10007	1	EX	Improvements - Water Line
5400.720.5600-5810.00	(981,968)	-	10007	1	EX	Easements
5400.720.5600-5314.00	(1,251,393)	-	18015	2201	EX	Professional Services
5400.720.5600-5810.00	(459,575)	-	18015	2201	EX	Easements
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: North St. – Sycamore St. (College Ave.) (Fayetteville) (S)

Contract No.: 24-34, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2024 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The construction of the North St. – Sycamore St. (College Ave.) (Fayetteville) (S) project. Improvements consist of, but are not limited to, roadway signing and striping, curb and gutter, driveway, sidewalk, and curb ramp reconstruction, parking lot reconstruction, intersection improvements, retaining walls, enhancements to pedestrian and bicycle infrastructure, landscaping, signalization, and drainage improvements.

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.

Open burning or blasting is not allowed on City projects.

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 online bidding portal for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by Garver, LLC, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within **300** 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 **330** 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 Five Hundred Dollars ($500.00) for each calendar day 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.

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

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

(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 the Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the

Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.

2. Exhibits to this Agreement (enumerated as follows):

   a. Notice to Proceed.

   b. Contractor's Bid.

   c. Documentation submitted by Contractor prior to Notice of Award.

3. Performance, Payment, and other Bonds.

4. General Conditions.

5. Supplementary Conditions.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general

title: NORTH ST. – SYCAMORE ST. (COLLEGE AVE.) (FAYETTEVILLE) (S)

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

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: STEPHEN SMITH	By: Lioneld Jordan
(Type or legibly print)	
_____	_____
(Signature)	(Signature)
Title: CEO	Title: Mayor

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 _____ Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices	Address for giving notices
_____	113 W. Mountain St.
_____	Fayetteville, AR 72701

License No. _____

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

Bid 24-34 Addendum 5

Benchmark Construction Company

Benchmark Construction Company of NWA, Inc.

Supplier Response

Event Information

Number:	Bid 24-34 Addendum 5
Title:	Construction - College Ave. Improvements (North to Sycamore) Rebid
Type:	Invitation to Bid
Issue Date:	5/26/2024
Deadline:	6/27/2024 02:00 PM (CT)
Notes:	The City of The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of the College Ave (North St. to Sycamore St.) project. Improvements consist of, but are not limited to, roadway signing and striping, curb and gutter, driveway, sidewalk, and curb ramp reconstruction, parking lot reconstruction, intersection improvements, retaining walls, enhancements to pedestrian and bicycle infrastructure, landscaping, signalization, and drainage improvements. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact:	Amanda Beilfuss - Sr. Purchasing Agent
Address:	Purchasing City Hall Room 306 113 W. Mountain St. Fayetteville, AR 72701
Email:	abeilfuss@fayetteville-ar.gov

Benchmark Construction Company Information

Contact: Steve Smith
Address: 333 W. POPLAR ST., STE A
Fayetteville, AR 72703
Phone: (479) 251-1316
Email: benchmarkconst@att.net
Web Address: None

By submitting your response, you certify that you are authorized to represent and bind your company.

Steve Smith
Signature

benchmarkconst@att.net
Email

Submitted at 6/27/2024 01:21:58 PM (CT)

Requested Attachments

Bid 24-34, Required Signature Forms

Bid 24-34, FILE #00 - REQUIRED SIGNATURE FORMS.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid 24-34, Bid Bond

Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 5381670002
2	**Arkansas Contractor License Number:** 0033500525
3	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree

4 **Check Yes or No:**

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy,
Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any
public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel,
Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☑ Yes, I agree

☐ No, I don't agree

5 **Addendum Acknowledgement**

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☑ I agree

Bid Lines

1 **Package Header**

TOTAL BASE BID

The City intends to award Bid to single Contractor. Bidders shall submit a bid for ALL line items.

Quantity: 1 Total: $9,214,669.54

Package Items

1.1 Mobilization (Not to Exceed 5% of TOTAL BASE BID, not including bonds and insurance or Trench and Excavation Safety)

Quantity: 1 UOM: LS Price: $423,380.00 Total: $423,380.00

1.2 Bonds and Insurance

Quantity: 1 UOM: LS Price: $251,651.00 Total: $251,651.00

1.3 Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly

Quantity: 1 UOM: LS Price: $1,120.00 Total: $1,120.00

1.4 Roadway Construction Control

Quantity: 1 UOM: LS Price: $215,460.00 Total: $215,460.00

1.5 Clearing, Grubbing, and Demolition

Quantity: 1 UOM: LS Price: $630,017.00 Total: $630,017.00

1.6 Unclassified Excavation (Plan Quantity)

Quantity: 2100 UOM: CY Price: $34.12 Total: $71,652.00

1.7 Embankment (Plan Quantity)

Quantity: 1300 UOM: CY Price: $42.73 Total: $55,549.00

1.8 Undercut and Backfill

Quantity: 250 UOM: CY Price: $68.20 Total: $17,050.00

1.9 Rock Excavation

Quantity: 10 UOM: CY Price: $400.00 Total: $4,000.00

1.10 Subgrade Preparation (Plan Quantity)

Quantity: 2109 UOM: SY Price: $4.91 Total: $10,355.19

1.11 4" Topsoil Placement (Yard Areas)

Quantity: 5175 UOM: SY Price: $5.97 Total: $30,894.75

1.12 12" Class III R.C. Pipe

Quantity: 7 UOM: LF Price: $57.14 Total: $399.98

1.13 18" Class III R.C. Pipe

Quantity: 22 UOM: LF Price: $99.55 Total: $2,190.10

1.14 24" Class III R.C. Pipe

Quantity: 21 UOM: LF Price: $150.95 Total: $3,169.95

1.15 18" Class III R.C. Flared End Section

Quantity: 1 UOM: EA Price: $1,890.00 Total: $1,890.00

1.16 24" Class III R.C. Flared End Section

Quantity: 1 UOM: EA Price: $2,260.00 Total: $2,260.00

1.17 Pipe Collar

Quantity: 5 UOM: EA Price: $860.00 Total: $4,300.00

1.18 Sidewalk Underdrain

Quantity: 1 UOM: EA Price: $2,000.00 Total: $2,000.00

1.19 4' Curb Inlet (Circular)

Quantity: 3 UOM: EA Price: $9,583.33 Total: $28,749.99

1.20 5' Curb Inlet (Circular)

Quantity: 2 UOM: EA Price: $10,470.00 Total: $20,940.00

1.21 4'x6' Curb Inlet (Rectangular)

Quantity: 2 UOM: EA Price: $14,434.80 Total: $28,869.60

1.22 4'x7' Curb Inlet (Rectangular)

Quantity: 2 UOM: EA Price: $16,580.55 Total: $33,161.10

1.23 Reconstruct Inlet Top with Extended Throat

Quantity: 4 UOM: EA Price: $5,233.78 Total: $20,935.12

1.24 4' Junction Box (Circular)

Quantity: 1 UOM: EA Price: $11,591.97 Total: $11,591.97

1.25 4'x6' Junction Box

Quantity: 1 UOM: EA Price: $22,669.03 Total: $22,669.03

1.26 4' Drop Inlet Extension

Quantity: 6 UOM: EA Price: $1,866.47 Total: $11,198.82

1.27 8' Drop Inlet Extension

Quantity: 6 UOM: EA Price: $3,732.93 Total: $22,397.58

1.28 Concrete Channel Paving

Quantity: 6 UOM: SY Price: $206.00 Total: $1,236.00

1.29 Erosion Control Fabric (Scourstop)

Quantity: 25 UOM: SY Price: $97.95 Total: $2,448.75

1.30 6" Aggregate Base Course

Quantity: 2109 UOM: SY Price: $29.72 Total: $62,679.48

1.31 Asphalt Concrete Hot Mix Surface Course (ACHMSC)

Quantity: 2300 UOM: Ton Price: $223.11 Total: $513,153.00

1.32 Concrete Curb and Gutter (Type D) (1'-6")

Quantity: 7444 UOM: LF Price: $40.30 Total: $299,993.20

1.33 4" Thick Concrete Sidewalk

Quantity: 1559 UOM: SY Price: $105.92 Total: $165,129.28

1.34 4" Thick Concrete Sidewalk with Thickened Edge

Quantity: 444 UOM: SY Price: $134.34 Total: $59,646.96

1.35 6" Thick Concrete Sidewalk

Quantity: 390 UOM: SY Price: $137.60 Total: $53,664.00

1.36 Concrete Driveway Aprons

Quantity: 858 UOM: SY Price: $120.12 Total: $103,062.96

1.37 Asphalt Parking Lot

Quantity: 1452 UOM: SY Price: $43.85 Total: $63,670.20

1.38 Concrete Parking Lot

Quantity: 454 UOM: SY Price: $114.46 Total: $51,964.84

1.39 Concrete Retaining Wall

Quantity: 42 UOM: LF Price: $571.62 Total: $24,008.04

1.40 Modular Block Retaining Wall

Quantity: 304 UOM: SF Price: $122.78 Total: $37,325.12

1.41 Solid Sod

Quantity: 4915 UOM: SY Price: $4.65 Total: $22,854.75

1.42 Solid Sod (Zoysia)

Quantity: 260 UOM: SY Price: $14.18 Total: $3,686.80

1.43 Additional Watering

Quantity: 52 UOM: MG Price: $214.89 Total: $11,174.28

1.44 Remove and Replace Mailboxes

Quantity: 2 UOM: EA Price: $728.65 Total: $1,457.30

1.45 4" Pavement Marking (Paint)

Quantity: 705 UOM: LF Price: $3.36 Total: $2,368.80

1.46 6" Pavement Marking (Thermoplastic)

Quantity: 8324 UOM: LF Price: $1.63 Total: $13,568.12

1.47 12" Pavement Marking (Thermoplastic)

Quantity: 274 UOM: LF Price: $7.85 Total: $2,150.90

1.48 24" Pavement Marking (Thermoplastic)

Quantity: 1120 UOM: LF Price: $16.82 Total: $18,838.40

1.49 Yield Lines (Thermoplastic)

Quantity: 9 UOM: LF Price: $28.03 Total: $252.27

1.50 Pavement Symbols (Arrows - Thermoplastic)

Quantity: 17 UOM: EA Price: $420.38 Total: $7,146.46

1.51 Pavement Symbols (ONLY - Thermoplastic)

Quantity: 6 UOM: EA Price: $504.45 Total: $3,026.70

1.52 Pavement Symbols (Handicap Symbol - Thermoplastic)

Quantity: 1 UOM: EA Price: $448.40 Total: $448.40

1.53 Pavement Symbols (Helmeted Bicyclist - Thermoplastic)

Quantity: 1 UOM: EA Price: $364.33 Total: $364.33

1.54 Preformed Brick Pattern (Thermoplastic)

Quantity: 2880 UOM: SF Price: $22.42 Total: $64,569.60

1.55 Standard Street Sign Installation

Quantity: 9 UOM: EA Price: $409.17 Total: $3,682.53

1.56 Erosion Control

Quantity: 1 UOM: LS Price: $26,707.04 Total: $26,707.04

1.57 Traffic Control and Maintenance (Phase 1)

Quantity: 1 UOM: LS Price: $213,513.24 Total: $213,513.24

1.58 Traffic Control and Maintenance (Phase 2)

Quantity: 1 UOM: LS Price: $17,375.50 Total: $17,375.50

1.59 Traffic Control and Maintenance (Phase 3)

Quantity: 1 UOM: LS Price: $5,605.00 Total: $5,605.00

1.60 Traffic Control and Maintenance (Phase 4)

Quantity: 1 UOM: LS Price: $10,649.50 Total: $10,649.50

1.61 Portable Changeable Message Sign

Quantity: 412 UOM: Day Price: $129.41 Total: $53,316.92

1.62 Aggregate Base for Roadway Maintenance

Quantity: 100 UOM: Ton Price: $86.29 Total: $8,629.00

1.63 Handicap Ramp Concrete

Quantity: 148 UOM: SY Price: $130.11 Total: $19,256.28

1.64 Project Signs

Quantity: 2 UOM: EA Price: $1,824.99 Total: $3,649.98

1.65 Cold Milling Asphalt Pavement

Quantity: 17254 UOM: SY Price: $6.77 Total: $116,809.58

1.66 Tree Protection Fencing

Quantity: 1200 UOM: LF Price: $4.36 Total: $5,232.00

1.67 Portland Cement Concrete Base (6" U.T,)

Quantity: 51 UOM: SY Price: $137.51 Total: $7,013.01

1.68 8" Thick Colored Concrete Crosswalk (Apple Red)

Quantity: 320 UOM: SY Price: $228.35 Total: $73,072.00

1.69 6" Thick Stamped (Cobblestone) & Colored Concrete (Dark Granite)

Quantity: 145 UOM: SY Price: $417.59 Total: $60,550.55

1.70 8" Thick Portland Cement Concrete Pavement

Quantity: 4 UOM: SY Price: $192.09 Total: $768.36

1.71 4" Thick Colored Concrete (Dark Granite)

Quantity: 72 UOM: SY Price: $428.31 Total: $30,838.32

1.72 Decorative Fence

Quantity: 795 UOM: LF Price: $161.19 Total: $128,146.05

1.73 Decorative Fence (Custom)

Quantity: 460 UOM: LF Price: $190.82 Total: $87,777.20

1.74 Drop Inlet Adjusted to Grade

Quantity: 5 UOM: EA Price: $2,491.61 Total: $12,458.05

1.75 Junction Box Adjusted to Grade

Quantity: 1 UOM: EA Price: $3,871.88 Total: $3,871.88

1.76 Gravity Block Retaining Wall

Quantity: 1837 UOM: SF Price: $91.45 Total: $167,993.65

1.77 Concrete Wheel Stop

Quantity: 5 UOM: EA Price: $248.86 Total: $1,244.30

1.78 Detectable Warning Brick Paver

Quantity: 788 UOM: SF Price: $48.51 Total: $38,225.88

1.79 Seal Coat

Quantity: 452 UOM: SY Price: $10.09 Total: $4,560.68

1.80 System Local Controller TS2-Type 2, E-Net (8 Phases)

Quantity: 1 UOM: EA Price: $36,901.08 Total: $36,901.08

1.81 Traffic Signal Controller (Modification)

Quantity: 14 UOM: EA Price: $4,147.70 Total: $58,067.80

1.82 Ethernet Switch, T100 Hardened (8-Port)

Quantity: 1 UOM: EA Price: $3,138.80 Total: $3,138.80

1.83 E-Net Cable (Exterior Cat 5E)

Quantity: 62 UOM: LF Price: $4.48 Total: $277.76

1.84 Local Radio (E-Net 5.8) With Antenna

Quantity: 1 UOM: EA Price: $1,451.70 Total: $1,451.70

1.85 Battery Backup System

Quantity: 2 UOM: EA Price: $16,835.18 Total: $33,670.36

1.86 Traffic Signal Head, LED, (3 Section, 1 Way)

Quantity: 8 UOM: EA Price: $1,457.30 Total: $11,658.40

1.87 Traffic Signal Head, LED, (4 Section, 1 Way)

Quantity: 5 UOM: EA Price: $1,569.40 Total: $7,847.00

1.88 Central Control Unit

Quantity: 2 UOM: EA Price: $5,628.54 Total: $11,257.08

1.89 Pole Mounted Assembly

Quantity: 16 UOM: EA Price: $1,763.33 Total: $28,213.28

1.90 Countdown Pedestrian Signal Head, LED

Quantity: 16 UOM: EA Price: $1,203.95 Total: $19,263.20

1.91 Traffic Signal Cable (5C/12 A.W.G.)

Quantity: 2033 UOM: LF Price: $3.64 Total: $7,400.12

1.92 Traffic Signal Cable (5C/14 A.W.G.)

Quantity: 1651 UOM: LF Price: $2.52 Total: $4,160.52

1.93 Traffic Signal Cable (7C/14 A.W.G.)

Quantity: 252 UOM: LF Price: $3.36 Total: $846.72

1.94 Traffic Signal Cable (20C/14 A.W.G.)

Quantity: 776 UOM: LF Price: $4.76 Total: $3,693.76

1.95 Electrical Conductors-In-Conduit (1C/8 A.W.G., E.G.C.)

Quantity: 1336 UOM: LF Price: $1.68 Total: $2,244.48

1.96 Electrical Conductors-In-Conduit (2C/6 A.W.G.)

Quantity: 87 UOM: LF Price: $2.50 Total: $217.50

1.97 Galvanized Steel Conduit (2")

Quantity: 14 UOM: LF Price: $33.57 Total: $469.98

1.98 Non-Metallic Conduit (2")

Quantity: 71 UOM: LF Price: $28.03 Total: $1,990.13

1.99 Non-Metallic Conduit (3")

Quantity: 1069 UOM: LF Price: $56.05 Total: $59,917.45

1.100 Concrete Pull Box (Type 2)

Quantity: 7 UOM: EA Price: $1,345.71 Total: $9,419.97

1.101 Concrete Pull Box (Type 1 HD)

Quantity: 1 UOM: EA Price: $1,680.00 Total: $1,680.00

1.102 Concrete Pull Box (Type 2 HD)

Quantity: 4 UOM: EA Price: $2,045.00 Total: $8,180.00

1.103 Traffic Signal Mast Arm And Pole With Foundation (50')

Quantity: 1 UOM: EA Price: $47,082.00 Total: $47,082.00

1.104 Traffic Signal Pedestal Pole With Foundation

Quantity: 14 UOM: EA Price: $8,517.14 Total: $119,239.96

1.105 Service Point Assembly (2 Circuits)

Quantity: 1 UOM: EA Price: $4,480.00 Total: $4,480.00

1.106 Removal Of Traffic Signal Equipment

Quantity: 1 UOM: LS Price: $5,610.00 Total: $5,610.00

1.107 18" Street Name Sign (Install Only)

Quantity: 1 UOM: EA Price: $390.00 Total: $390.00

1.108 Video Cable

Quantity: 424 UOM: LF Price: $4.55 Total: $1,929.20

1.109 Video Detector (IP)

Quantity: 4 UOM: LF Price: $8,582.50 Total: $34,330.00

1.110 Video Cable (Exterior CAT 5E)

Quantity: 686 UOM: EA Price: $4.55 Total: $3,121.30

1.111 Video Monitor (CLR)

Quantity: 1 UOM: EA Price: $1,700.00 Total: $1,700.00

1.112 Central Control Unit (8 Channel)

Quantity: 1 UOM: EA Price: $55,060.00 Total: $55,060.00

1.113 Adjust Water Valve to Grade

Quantity: 1 UOM: EA Price: $1,050.00 Total: $1,050.00

1.114 Adjust Sanitary Sewer Manhole to Grade

Quantity: 8 UOM: EA Price: $1,726.25 Total: $13,810.00

1.115 Remove, Salvage, and Reinstall Monument Sign

Quantity: 1 UOM: EA Price: $5,290.00 Total: $5,290.00

1.116 Reinforced Concrete Wall System with Native Stone Veneer

Quantity: 460 UOM: LF Price: $705.52 Total: $324,539.20

1.117 Benches, Installed

Quantity: 3 UOM: EA Price: $3,183.98 Total: $9,551.94

1.118 Trash Receptacles, Installed

Quantity: 3 UOM: EA Price: $3,580.09 Total: $10,740.27

1.119 Bus Shelters, Installed

Quantity: 1 UOM: EA Price: $97,125.01 Total: $97,125.01

1.120 Placemaking Elements

Quantity: 2 UOM: EA Price: $21,292.22 Total: $42,584.44

1.121 Precast Monument Base

Quantity: 6 UOM: EA Price: $4,181.99 Total: $25,091.94

1.122 Trees

Quantity: 24 UOM: EA Price: $492.12 Total: $11,810.88

1.123 Plantings

Quantity: 360 UOM: SF Price: $19.90 Total: $7,164.00

1.124 Irrigation

Quantity: 1 UOM: LS Price: $3,833.82 Total: $3,833.82

1.125 Street Lighting Assembly & Associated Hardware (Standard Foundation), Installed

Quantity: 8 UOM: EA Price: $28,585.50 Total: $228,684.00

1.126 Street Lighting Assembly & Associated Hardware (Shallow Foundation), Installed

Quantity: 3 UOM: EA Price: $29,146.00 Total: $87,438.00

1.127 Pedestrian Lighting Assembly & Associated Hardware (Standard Foundation), Installed

Quantity: 29 UOM: EA Price: $12,891.50 Total: $373,853.50

1.128 Pedestrian Lighting Assembly & Associated Hardware (Shallow Foundation), Installed

Quantity: 9 UOM: EA Price: $13,452.00 Total: $121,068.00

1.129 ACHM Pavement Permanent Repair

Quantity: 150 UOM: SY Price: $163.61 Total: $24,541.50

1.130 Electrical Service Connection

Quantity: 1 UOM: LS Price: $36,532.27 Total: $36,532.27

1.131 Irrigation and Landscape Repairs (Allowance)

Price: $12,000.00 Total: $12,000.00

1.132 Concrete Steps

Quantity: 7 UOM: SY Price: $1,716.44 Total: $12,015.08

1.133 Stockpiling and Testing of Excess Material

Quantity: 1 UOM: LS Price: $27,842.80 Total: $27,842.80

1.134 Disposal of Hazardous Material

Quantity: 100 UOM: CY Price: $588.24 Total: $58,824.00

1.135 12-Inch DR-14 PVC C900 Water Main

Quantity: 3000 UOM: LF Price: $226.34 Total: $679,020.00

1.136 8-Inch DR-14 PVC C900 Water Main

Quantity: 700 UOM: LF Price: $150.24 Total: $105,168.00

1.137 6-Inch DIP CL350 Water Main

Quantity: 60 UOM: LF Price: $148.32 Total: $8,899.20

1.138 4-Inch DR-14 PVC C900 Water Main

Quantity: 20 UOM: LF Price: $145.23 Total: $2,904.60

1.139 2" SIDR-7 HDPE Service Line

Quantity: 360 UOM: LF Price: $121.93 Total: $43,894.80

1.140 1" CTS Coated Copper Tubing Service Line

Quantity: 200 UOM: LF Price: $69.67 Total: $13,934.00

1.141 1" HDPE Service Line

Quantity: 625 UOM: LF Price: $45.76 Total: $28,600.00

1.142 12"X12" Tapping Sleeve

Quantity: 1 UOM: EA Price: $9,997.08 Total: $9,997.08

1.143 8"X8" Tapping Sleeve

Quantity: 4 UOM: EA Price: $6,703.58 Total: $26,814.32

1.144 6"X6" Tapping Sleeve

Quantity: 1 UOM: EA Price: $5,138.66 Total: $5,138.66

1.145 4"X4" Tapping Sleeve

Quantity: 1 UOM: EA Price: $4,877.47 Total: $4,877.47

1.146 2"X2" Tapping Saddle

Quantity: 2 UOM: EA Price: $2,154.56 Total: $4,309.12

1.147 12"X2" Service Saddle and 2" Ball Valve w/Box

Quantity: 10 UOM: EA Price: $3,764.72 Total: $37,647.20

1.148 8"X2" Service Saddle

Quantity: 1 UOM: EA Price: $4,800.86 Total: $4,800.86

1.149 8"X1" Service Saddle

Quantity: 6 UOM: EA Price: $2,133.67 Total: $12,802.02

1.150 12" Butterfly Valve w/Box

Quantity: 7 UOM: EA Price: $12,026.81 Total: $84,187.67

1.151 12" Gate Valve

Quantity: 1 UOM: EA Price: $8,531.17 Total: $8,531.17

1.152 8" Gate Valve w/Box

Quantity: 18 UOM: EA Price: $5,366.79 Total: $96,602.22

1.153 6" Gate Valve w/Box

Quantity: 8 UOM: EA Price: $3,767.12 Total: $30,136.96

1.154 4" Gate Valve w/Box

Quantity: 1 UOM: EA Price: $3,243.55 Total: $3,243.55

1.155 2" Gate Valve w/Box

Quantity: 1 UOM: EA Price: $2,544.38 Total: $2,544.38

1.156 16-Inch Min. Diameter Steel Encasement by Direct Bury

Quantity: 70 UOM: LF Price: $487.23 Total: $34,106.10

1.157 Cut and Cap Existing Water Main

Quantity: 13 UOM: EA Price: $2,985.47 Total: $38,811.11

1.158 Connect New Water Main To Existing Water Main

Quantity: 9 UOM: EA Price: $3,654.34 Total: $32,889.06

1.159 Salvage Existing Fire Hydrant

Quantity: 1 UOM: EA Price: $1,670.92 Total: $1,670.92

1.160 Abandon Existing Valve

Quantity: 9 UOM: EA Price: $665.12 Total: $5,986.08

1.161 Abandon Existing Meter Setting and Service Line

Quantity: 18 UOM: EA Price: $682.39 Total: $12,283.02

1.162 New Single Water Meter Setting

Quantity: 15 UOM: EA Price: $2,039.22 Total: $30,588.30

1.163 Reconnect Existing Meter (Single)

Quantity: 2 UOM: EA Price: $1,148.04 Total: $2,296.08

1.164 Reconnect Existing Meter (Double)

Quantity: 2 UOM: EA Price: $1,467.52 Total: $2,935.04

1.165 Connect New Water Service Line to Existing Service Line

Quantity: 16 UOM: EA Price: $1,300.30 Total: $20,804.80

1.166 Three-Way Fire Hydrant Assembly

Quantity: 7 UOM: EA Price: $10,302.64 Total: $72,118.48

1.167 Ductile Iron Fittings

Quantity: 3750 UOM: LB Price: $53.44 Total: $200,400.00

1.168 12" Anchor Collar

Quantity: 1 UOM: EA Price: $2,845.46 Total: $2,845.46

1.169 8" Anchor Collar

Quantity: 4 UOM: EA Price: $1,722.93 Total: $6,891.72

1.170 Temporary Asphalt Pavement Repair

Quantity: 2000 UOM: SY Price: $32.73 Total: $65,460.00

1.171 Permanent Pavement Repair

Quantity: 350 UOM: SY Price: $163.61 Total: $57,263.50

1.172 Full Depth Class 7 ABC Backfill

Quantity: 5000 UOM: LF Price: $56.24 Total: $281,200.00

1.173 Flowable Fill To Fill Existing Water and Sewer Mains

Quantity: 3600 UOM: LF Price: $24.51 Total: $88,236.00

1.174 8-Inch PVC SDR-26 PVC Sanitary Sewer

Quantity: 360 UOM: LF Price: $551.90 Total: $198,684.00

1.175 6-Inch PVC SDR-26 PVC Sanitary Sewer

Quantity: 25 UOM: LF Price: $220.39 Total: $5,509.75

1.176 Abandon Existing Manhole

Quantity: 2 UOM: EA Price: $4,293.43 Total: $8,586.86

1.177 Remove Existing Manhole

Quantity: 3 UOM: EA Price: $3,391.03 Total: $10,173.09

1.178 Cut and Plug Existing Sanitary Sewer

Quantity: 2 UOM: EA Price: $2,460.60 Total: $4,921.20

1.179 4' Diameter Manhole with Standard Frame and Cover

Quantity: 2 UOM: EA Price: $11,378.15 Total: $22,756.30

1.180 4' Diameter Drop Manhole with Standard Frame and Cover

Quantity: 2 UOM: EA Price: $16,596.41 Total: $33,192.82

1.181 4' Diameter Flat-Top Manhole

Quantity: 1 UOM: EA Price: $11,064.27 Total: $11,064.27

1.182 Inlet Junction Box Back Opening

Quantity: 2 UOM: EA Price: $4,977.24 Total: $9,954.48

2 Package Header

DEDUCTIVE ALTERNATE #1

Quantity: 1 UOM: EA Total: $75,286.80

Package Items

2.1 Traffic Control and Maintenance (Phase 3)

Quantity: 1 UOM: LS Price: $5,250.00 Total: $5,250.00

2.2 8" Thick Colored Concrete Crosswalk (Apple Red)

Quantity: 320 UOM: SY Price: $195.74 Total: $62,636.80

2.3 Traffic Signal Controller (Modification)

Quantity: 2 UOM: EA Price: $3,700.00 Total: $7,400.00

3 *Line deleted as part of an Addendum*

Response Total: $9,289,956.34

5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.
333 West Poplar, Ste A
Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company
P. O. Box 5001
Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID** Dollars ($ **5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **College Ave North St to Sycamore Improvements**
(Here insert full name, address and description of project)

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

Signed and sealed this **27th** day of **June** **2024**

Barbara Jo Smith
(Witness)

Benchmark Construction of NWA, Inc.
(Principal) (Seal)

CEO
(Title)

Lisa McClure
(Witness)

Westfield Insurance Company
(Surety)

Mary Ann Justice
(Title) *(Seal)*

Mary Ann Justice , Attorney-In-Fact

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General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0320052 05**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SCOTT R. CLARK, MARTY C. CLARK, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, MARY ANN JUSTICE, LISA MCCLURE, PAXTON CLARK, GRAVES SCHMIDLY, SUZANNE NIEDZWIEDZ, JOINTLY OR SEVERALLY

of **FORT SMITH** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved*, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved*, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **27th** day of **JANUARY** A.D., **2023** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper**, *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **27th** day of **JANUARY** A.D., **2023** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of June A.D., 2024

Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

CITY OF
FAYETTEVILLE
ARKANSAS

Bid Check List

Bid 24-34 , Job 040887, NORTH ST. – SYCAMORE ST. (COLLEGE AVE.)

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

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

CITY OF
FAYETTEVILLE
ARKANSAS

Bid Check List

Bid 24-34 , Job 040887, NORTH ST. – SYCAMORE ST. (COLLEGE AVE.)

- [x] Certification for Federal-Aid Contracts,
- [x] Certification to Submit Disadvantaged Business Enterprise Participation,
- [x] Disadvantaged Business Enterprise Participation
- [x] **All pages** provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents.
- [x] All bid documents shall be delivered in a sealed envelope to the address listed below or submitted electronically via City bidding software before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidder's Arkansas Contractors License Number (This is a Federal Aid Project and therefore a License Number is **not** required for bidding).

  A State of Arkansas Contractor's License is **not** required to bid on the project; however, no contractor shall submit a bid prior to submitting an initial application (which does not require a full audit) for licensure, and no construction contract shall be executed until the successful bidder has furnished an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

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

CONTRACTOR NAME: BENCHMARK CONSTRUCTION

ARKANSAS CONTRACTORS LICENSE NUMBER: **N/A**

(This is a Federal Aid Project and therefore a License Number is **not** required for bidding)

CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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

☑ **5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)**

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Purchasing Division.

☑ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☑ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

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

☑ All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the City Purchasing Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at https://www.youtube.com/user/cityoffayettevillear. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

☑ **Additional Information Required**:

- AR Secretary of State Filing OR proof of application #: 5381670002 OR submit electronically.
- Arkansas Contractor License OR proof of application #: 0033500525 OR submit electronically.

- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: YES or NO

- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: YES or NO

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

SEE ATTACHED

Contract Name: North St. – Sycamore St. (College Ave.) (Fayetteville) (S)

Bid #: 24-34, Construction

Date: 6-27-24

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company BENCHMARK CONSTRUCTION OF NWA, INC.

Name 333 WEST POPLAR STREET, STE A FAYETTEVILLE, AR 72703

Address _____

Principal Office above

Corporation, partnership, individual, joint venture, other Corporation

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for _____ years and has performed work of the nature and magnitude of this Contract for _____ years. Bidder has been in business under its present name for _____ years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect

contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

_____

.

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

FINANCIAL STATEMENT

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

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

   f. Name of firm preparing financial statement and date thereof:

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

2. Current Judgments: The following judgements are outstanding against Bidder:

	Judgment Creditors	Where Docketed and Date	Amount
a.	_____	_____	$_____
b.	_____	_____	$_____

DOCUMENT 00140 – BIDDER's QUALIFICATION STATEMENT (continued)

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

Date: 6-27, 2024

(OFFICIAL SEAL)

Name of Organization:

Benchmark Construction Company of NWA, Inc.

By Stephen Smith, CEO

(Type or legibly print)

By STEPHEN SMITH

(Signature)

Title CEO

(Type or legibly print)

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

END OF DOCUMENT 00140

DOCUMENT 00400 – BID FORM

Contract Name: North St. – Sycamore St. (College Ave.) (Fayetteville) (S)

Bid Number: 24-34

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder: BENCHMARK CONSTRUCTION OF NWA, INC.
333 WEST POPLAR STREET, STE A
FAYETTEVILLE, AR 72703

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
1,2,3,4,5	6-4, 6-6, 6-14, 6-24, 6-24 respectively

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

I. Bidder has given The Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or

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

L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" "exceed 5% of the total contract amount for all items listed in the proposal or bid, minus bonds and insurance. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the work in accordance with the Contract Documents for the price(s) submitted by the Bidder.

This bid includes one (1) deductive alternate. Bidders shall submit fair, marketable representation for bid pricing for all deductive alternates. Failure to submit fair, marketable representation pricing for deductive alternates can result in rejection of bid at the discretion of the City. If deductive alternates are utilized, they shall be taken in order.

The deductive alternate includes removal of the "8" Thick Colored Concrete Crosswalk (Apple Red)" and the associated traffic control phase and signal modifications that are necessary for construction of the concrete walk.

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 5 - CONTRACT ITEMS

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement. Bidder certifies that they are not debarred from doing business with any government entities.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of 5% bid bond Dollars ($ _____).

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Stephen Smith, CEO

_____

_____

Email: benchmarkconst@att.net

Phone No. 479-251-1316

Fax No. 479-251-1319

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

Arkansas State Contractor License No. 0033500525.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

DOCUMENT 00400 – BID FORM (continued)

Business address: _____

_____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

_____

Phone No. _____ Fax No. _____

Email address: _____

✓ A Corporation or LLC

Corporation Name: Benchmark Construction Company of NWA, Inc. (SEAL)

State of Incorporation: Arkansas

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

By: _____

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

Name (type or printed): Stephen Smith, CEO

Title: CEO

(CORPORATE SEAL)

Attest: Judith L. Roberson

(Signature of Corporate Secretary)

Phone No. 479-251-1316 Fax No. _____

Email address: Benchmarkconst@att.net

Tax ID Number (TIN): 71-0477532

UEI # L4N2V64MR2E4

Cage Code: 900R2

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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

NORTH ST. – SYCAMORE ST. (COLLEGE AVE.) (FAYETTEVILLE) (S)

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	BENCHMARK	7%
SWPPP/Erosion Control	BENCHMARK	< 1%
Asphalt	GARRETT X	6%
Concrete	BENCHMARK	10%
Landscaping	CUSTOM LAWNCARE [redacted]	3%
Material Testing	BY CITY BID ITEM 133 TERRACON	< 1%
Other (designate)		

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

Bidder's Signature

END OF DOCUMENT 00430

CITY OF FAYETTEVILLE

CERTIFICATION TO SUBMIT DBE PARTICIPATION

JOB 040887

FAILURE TO COMPLY WITH ONE OF THE FOLLOWING SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION

(1) SUBMITTAL OF REQUIRED DBE PARTICIPATION INFORMATION,
(2) SUBMITTAL OF DOCUMENTATION OF GOOD FAITH EFFORTS, OR
(3) SUBMITTAL OF THE CERTIFICATION TO SUBMIT DBE PARTICIPATION

By submitting a proposal, the undersigned bidder irrevocably certifies that an amount equal to or greater than the Disadvantaged Business Enterprise (DBE) Goal of **11.00%** established for this project will be performed by certified Disadvantaged Business Enterprise firms and the required DBE participation information will be submitted within 5 calendar days of the date of the bid opening.

Within five (5) calendar days of the date of the bid letting, all bidders shall furnish the required DBE Participation information to the Owner on the forms provided to be considered a responsive bid. If a conditional award has been made and the successful bidder has not furnished the required information, the proposal will be rejected and their proposal guaranty forfeited. The proposal guaranty shall become property of the Owner, not as a penalty, but in liquidation of damages, sustained to the DBE Program. Award may then be made to the next lowest, responsive bidder or the work may be re-advertised as the Owner may decide.

Only work, materials, or services that will actually be provided by DBE firms will be credited toward the goal. The DBE firm's certification must be fully in effect at the letting date.

As an alternative, documentation of Good Faith Efforts to meet the DBE goal may be submitted to the Owner prior to the deadline for proposals to be received.

BENCHMARK CONST
Bidder

Signature (Owner/Agent)

6-27-24
Date

CEO
Title

Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 040887

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of **11.00%** of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
TIME STRIPING	SEE ATTACHED	PAVEMENT MARKINGS TRAFFIC CONTROL	$ 194,886

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ 194,886 or 2 % of bid.

BENCHMARK CONSTRUCTION (Contractor) By: _____

Title: CEO

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm:	DBE Owner or Authorized Representative's Signature:
1.		SEE ATTACHED
2.		
3.		
4.		

THE CITY OF FAYETTEVILLE

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

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

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

A F F I D A V I T

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

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

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

THE CITY OF FAYETTEVILLE

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

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

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

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

Job No. 040887

F.A.P. No. STPU-9142 (53)

JUNE 27, 2024
(Date Executed)

Benchmark Construction
(Name of Bidder)

(Signature)

CEO
(Title of Person Signing)

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

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

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

_____
(Notary Public)

(NOTARY SEAL)

THE CITY OF FAYETTEVILLE

SUPPLEMENT TO PROPOSAL

CERTIFICATION

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

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

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

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

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

THE CITY OF FAYETTEVILLE

SUPPLEMENT TO PROPOSAL

CERTIFICATION

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder Benchmark Construction, proposed subcontractor _____, hereby certifies that he has ✓, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. 0407887

F.A.P. NO. STPU-9142 (53)

JUNE 27, 2024
(Date Executed)

Benchmark Construction Company of NWA, Inc.
(Company)

By: _____
(Signature)

CEO
(Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

BENCHMARK CONSTRUCTION COMPANY, INC.

STEPHEN SMITH
CEO
333 WEST POPLAR STREET, Ste A
FAYETTEVILLE, AR 72703
Email: benchmarkconst@att.net

Telephone 479-251-1316
Fax 479-251-1319

June 27, 2024

Amanda Beilfuss
City of Fayetteville
Purchasing Manager

Re: Good Faith Effort Actions
Bid 24_34 College Ave North St to Sycamore

Dear Ms. Beilfuss,

Benchmark Construction offers the following good faith effort actions (appendix A, part 26) in relation to the above referenced project concerning DBE participation.

- Communications with DBE's prior to bid deadline
- Offering work that we normally self-perform to DBE contractors. This step gives the contractor a better possibility at reaching the 11% participation goal by offering more work to DBE bidders.

Benchmark believes the actions above are bona fide good faith efforts and hope the City of Fayetteville Purchasing Department finds that the guidelines of appendix A, part 26 have been met.

The actions set forth in appendix A, part 26 are not intended to be exclusive nor exhaustive, but If you have any questions or need additional information, please don't hesitate to contact me.

Sincerely,

Stephen Smith

Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

ARKANSAS DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

JOB 040887

NOTE: PROPOSED PARTICIPATION BY DBEs MAY BE SHOWN BELOW AND SUBMITTED WITH BIDDER'S PROPOSAL, OR THE REQUIRED INFORMATION MAY BE SUBMITTED IN KEEPING WITH THE STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS "GOALS FOR DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION" AND "DISADVANTAGED BUSINESS ENTERPRISE BIDDER'S RESPONSIBILITIES".

As provided in the Special Provision "Goals for Disadvantaged Business Enterprise Participation", the undersigned bidder proposes to use the certified DISADVANTAGED BUSINESS ENTERPRISE (DBE) subcontractors listed below to meet the goal of ___% of the total contract by DBEs. Only work or services that will actually be provided by the DBE firm(s) should be shown.

NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
Time Striping, Inc.		Portable Changeable Message Sign	$ 21,424.00
P. O. Box 1236		Remove & Replace Mailboxes	650.00
Van Buren, AR 72957-1236		Reflective Paint Pavement Markings - 4"	2,115.00
		Thermoplastic Pavement Markings - 6"	12,069.80
		Thermoplastic Pavement Markings - 12"	1,918.00
		Thermoplastic Pavement Markings - 24"	16,800.00
		Thermoplastic Pavement Markings - Words	2,700.00
		Thermoplastic Pavement Markings - Arrows	6,375.00
		Thermoplastic Pavement Markings - (Bike)	325.00
		Thermoplastic Pavement Markings -Yield	225.00
		Preform. Thermo. - Brick Pattern Crosswalk	57,600.00

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ _____ or _____ % of bid.

_____ By: _____
(Contractor)

Title: _____

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm:	DBE Owner or Authorized Representative's Signature:
1.	TIME STRIPING, INC.	Cindy M. Williams, President
2.		
3.		
4.		

Rev. 11-29-99
Rev. 1-14-15
Rev. 12-13-16

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NAME & ADDRESS	LINE #	ITEM DESCRIPTION	AMOUNT
Time Striping, Inc.		Thermoplastic Pavement Markings - Handicap	$ 400.00
P. O. Box 1236		Standard Street Sign Install	3,285.00
Van Buren, AR 72957-1236		Phase 1 Traffic Control	45,000.00
		Phase 2 Traffic Control	9,500.00
		Phase 3 Traffic Control	5,000.00
		Phase 4 Traffic Control	9,500.00

If any firm listed above is a regular dealer, but not a manufacturer, the total amount of the agreement and the amount to be credited (60%) should be recorded on this form.

Total for DBEs - $ _____ or _____ % of bid.

_____ By: _____

(Contractor)

Title: _____

The named DBE subcontractors confirm their participation in the contract as provided in the commitment.

	DBE Firm:	DBE Owner or Authorized Representative's Signature:
1.	Time Striping, Inc.	Cindy M. Williams, President
2.		
3.		
4.		

TIME STRIPING, INC.

DBE Certified

P.O. BOX 1236 • VAN BUREN, ARKANSAS 72957
PHONE (479) 474-0452 • FAX (479) 474-0498
WWW.TIMESTRIPING.COM

Please accept the following bid for the COLLEGE AVE IMPROVEMENTS Project located in the City of Fayetteville, Arkansas. **All items are bid together as an "All" or "Nothing" quote. Call Ryan Atwell at 479-353-2018 for Questions. All prices are good for 30 days.**

Time Striping, Inc. has been providing quality "On Time Service" to contractors for more than 30 years. Time is a member of and actively supports the Arkansas Association of General Contractors, the American Traffic Safety Services Association, the American Public Works Association, the Arkansas Asphalt Pavement Association and the Arkansas Good Roads Transportation Council. For a fully insured and bonded pavement marking and traffic control subcontractor committed to professional service and quality workmanship allow Time Striping, Inc. to service all of your contractor needs.

Please give us as much notice as possible of your upcoming requirements.

Job No: 40887 **COLLEGE AVE IMPROVEMENTS** *City:* **FAYETTEVILLE** *Bid Date:* **06/20/24**

Item No	*Description*	*Unit*	*Plan Qty*	*Unit Price*	*Item Total*
604072	Portable Changeable Message Sign	Day	412.00	$52.00	$21,424.00
637RR	Remove & Replace Mailboxes	Each	2.00	$325.00	$650.00
718000	Reflectorized Paint Pavement Markings - 4" Striping	LF	705.00	$3.00	$2,115.00
719002W	Thermoplastic Pavement Markings - 6" Striping	LF	8,324.00	$1.45	$12,069.80
719005W	Thermoplastic Pavement Markings -12" Striping	LF	274.00	$7.00	$1,918.00
719006W	Thermoplastic Pavement Markings - 24" Striping	LF	1,120.00	$15.00	$16,800.00
719201	Thermoplastic Pavement Markings - Words	Each	6.00	$450.00	$2,700.00
719202	Thermoplastic Pavement Markings - Arrows	Each	17.00	$375.00	$6,375.00
719205	Thermoplastic Pavement Marking (Bike Symbol)	Each	1.00	$325.00	$325.00
719210	Thermoplastic Pavement Marking - Yield Line	LF	9.00	$25.00	$225.00
719BPCS	Preformed Thermoplastic - Brick Pattern Crosswalk	SF	2,880.00	$20.00	$57,600.00
719HANS	Thermoplastic Pavement Markings - Handicap Symbol	EA	1.00	$400.00	$400.00
726SSSI	Standard Street Sign Install	EA	9.00	$365.00	$3,285.00
LSTC1	Phase 1 Traffic Control	LSUM	1.00	$45,000.00	$45,000.00
LSTC2	Phase 2 Traffic Control	LSUM	1.00	$9,500.00	$9,500.00
LSTC3	Phase 3 Traffic Control	LSUM	1.00	$5,000.00	$5,000.00
LSTC4	Phase 4 Traffic Control	LSUM	1.00	$9,500.00	$9,500.00
				Grand Total	**$194,886.80**

JOB SPECIFIC NOTES:

PAVEMENT MARKING NOTES:
CONSTRUCTION PAVEMENT MARKINGS AND REMOVAL OF PAVEMENT MARKINGS $2.00 PER L.F.

TRAFFIC CONTROL NOTES:
REMOVE/REPLACE MAILBOXES PRICE IS FOR ARDOT APPROVED SUPPORT AND BOX INSTALLED AT THE END OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR REMOVING MAILBOX AND MAINTAINING DURNING CONSTRUCTION.
STANDARD STREET SIGN INSTALL INCLUDES ARDOT APPROVED POST AND SIGN DIRECT DRIVEN INTO SOIL. CORE DRILLING IF NEEDED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
MESSAGE BOARD PRICE IS PER BOARD PER DAY.
TRAFFIC CONTROL PRICE INCLUDES ALL SIGNS AND DEVICES SHOWN IN MOT PLANS INSTALLED ONE TIME AND REMOVED UPON COMPLETION.

NOTES:
1-Any work performed outside of The Sequence of Construction or work performed for the contractor that is Not Paid for By The Owner is due upon completion of the work.
2-Bonding – Price does not include bonding. For questions about bonding call 479-474-0452.
3-Indemnification: Time Striping, Inc. will only be liable for it's own products or actions or the products or actions of its subcontractors. Time Striping, Inc. will not honor this quote if a contract states any greater liabilities than stated above.
4-Please include a copy of this bid in any contract written or all these notes in their entirety. Time Striping, Inc. will not sign any quote that does not include all of these notes.
5-Time Striping, Inc. does not include any costs associated with insurance, construction, and flagging requirements on railroad property.
6-Time Striping Inc will not accept any contracts that requires RETAINAGE of any amount to be held from its pay.

Pavement Markings notes:
1- Contractor to be responsible for the cleanliness of the roadway for permanent striping application.
2-Our unit prices include all mobilizations necessary for pavement marking installation per phased construction. Our prices do not include any mobilizations required due to pavement repair or patching where pavement markings were damaged or destroyed by others. Such repair work will be charged $2,000.00 for paint or $2,500.00 for thermoplastic per mobilization plus the quantity of markings repaired at the contract unit price.

Signs and Traffic Control notes:

1-For all "Rental Equipment" including signs, drums, cones, barricades, vertical panels, arrow boards, message boards and portable traffic signals please add Time Striping, Inc. as additional primary insured in any contracts awarded.

2-Signs and Traffic Control

The contractor will be responsible for all lost, damaged, or stolen sign products not paid for by the state. This includes all signs, stands, drums, barricades and vertical panels, whether these items are on the road or on the contractor's yard. A minimum of 72 hours notice is required prior to performance of all work. OM3 signs will be provided with portable stands. It will be the responsibility of the contractor to relocate and remove these signs after the initial installation.

3-Temporary Signs and Traffic Control – Price is for rental, initial installation, and removal of traffic control devices. Damaged traffic control devices will be billed to contractor at replacement cost regardless of Owner's estimates. Prime Contractor is responsible for all daily maintenance of traffic control.

4- Mailboxes and Supports – Any supports to be installed in sidewalk areas need to have holes "blocked out" for installation. Core drilling holes not included in this price and will be done at an additional price of $500.00 per hole. Prime Contractor is responsible for any/all core drilling. Mailboxes or supports damaged by traffic after the initial installation will be the responsibility of the Prime Contractor to repair.

5-Permanent Signage – Price is permanent installed sale price of standard signs and supports. Prime Contractor is responsible for any/all core drilling.

6- Not responsible for maintenance of permanent signage.

7-Prices include traffic control as listed in the sequence of construction. Deviations from the sequence may be cause for additional charges.

8-Temp Impact Atten. - Contractor shall provide loading and unloading equipment at the jobsite for these items.

9–Advance Warning Signs will be covered if requested prior to installation. If an additional mobilization is required due to the contractor not notifying Time Striping Inc of the need to cover signs prior to installation there will be a $750.00 charge to remobilize to cover the signs. 48X48 "Road Work" signs and 24X48 "End Road Work" signs will be covered with fitted vinyl sign covers. These are to be removed by the contractor and will be picked up by Time Striping Inc. Lost or stolen fitted vinyl sign covers will be charged to the contractor at $15.00 each. "Do Not Pass", "Pass With Care" and "Road Work Next" signs will be covered with 3 mill plastic bags and will be the responsibility of the contractor to maintain, remove and dispose of.

Sincerely,

PLEASE EMAIL CONTRACTS TO
CINDY@TIMESTRIPING.COM

Cindy M. Williams

Cindy M. Williams
Time Striping, Inc

AIA G703

Contractor's Qualification Statement

SUBMITTED To: CITY OF JOHNSON

SUBMITTED BY: STEPHEN SMITH, CEO

NAME: BENCHMARK CONSTRUCTION OF NWA, INC.

ADDRESS: 333 WEST POPLAR ST, STE 'A', FAYETTEVILLE, AR 72703

PRINCIPAL OFFICE: ABOVE

(XX) Corporation

NAME OF PROJECT: Bid 24-34, College Ave North St to Sycamore Improvements

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 38 Years

§ 1.2 How many years has your organization been in business under its present business name? 11 years

§ 1.2.1 Under what other or former names has your organization operated? Marinoni Construction Company, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: June 1976
§ 1.3.2 State of incorporation: Arkansas
§ 1.3.3 President's name: Roger Ross
§ 1.3.4 Ceo name: Stephen Smith

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization: Not Applicable
§ 1.4.2 Type of partnership (if applicable):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization: June 1976
§ 1.5.2 Name of Owners: Stephen Smith, Roger Ross

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals: NA

§ 2. LICENSING

§ 2.1 **List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.**

Jurisdictions: Arkansas. LICENSE NUMBER: 0033500525
Trade Categories: General Construction of Commercial, Industrial and Institutional Projects

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed. Arkansas Secretary of State

§ 3. EXPERIENCE

§ 3.1 **List the categories of work that your organization normally performs with its own forces.**

Site Work, Dirt Work, Concrete, Framing, Masonry, Supervision, Rough and Finish Carpentry, Specialties

§3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details~)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?: No
§ 3.2.2 Are there any judgments, claims, arbitration proceedings *or* suits pending or outstanding against your organization *or* its officers? No
§ 3.2.3 **Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No**

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

3.4 Projects Completed in the last 7 Years:

Northwest Arkansas Regional Airport—Rental Fleet Maintenance Facility
Dale Scarbrough, WDD Architects (479-442-6681)

City of Rogers Veteran's Park Concessions/Maintenance Buildings
Jim Swearingen Architect, Crafton Tull and Associates (479-636-4838)

City of Fayetteville Compost Facility
Lynn Hyke (479-466-7589)

Gravette Middle School Annex
David Swearingen, Crafton Tull and Associates Architect (479-636-4838)

University of Arkansas—Davis Hall Historical Renovation/Addition. LEED Certified.
Rob Sharp Architect (479-442-0229)

Lincoln Athletic Complex (Football field, field house, track, concession/restroom building)
Lewis Elliott Architects, Mary Ann Spears, Supt of Schools (479-824-7310)

City of Springdale—Shiloh Restroom/Basement Remodel
Don Mobley Architect (479-466-1746)

Highlands Oncology Cancer Treatement Facilities—Crafton Tull and Assoc Architects. Wes Burgess Architect (479-878-2452) Kathey Parker, Owner (479-587-1700)

Starlight Skate Rink Renovation
Jim Key Architect (479-444-6066)

SourceGas NWA Headquarters— Polk Stanley and Assoc, Craig Curzon Architect (479-444-0473)

American Electric and Power/Swepco Office/Warehouse Addition
AFHJ Architects (Zed Johnson, Retired)

University of Arkansas—Brough Commons Dining Hall, Harrison French Architects, Lance Weatherton, Architect (479-273-7780)

JFS Fabric Store and Ulta Beauty Supply —Larry Ogrinc (logrinc@ddr.com) , Owner Rep for Developers Diversified.

University of Arkansas Harmon Parking Garage Renovations—Polk Stanley and Assoc, Craig Curzon Architect (479-444-0473). Jim Beatty Engineer.

Sequoyah Maison Condominiums—Rob Sharp Architect (442-0229)

Tyson Research Farm Broiler Houses/Operations Facility—Chris Hall

Bank of Fayetteville Renovations
Bob King, President (479-444-4444)

Decatur School District FEMA Storm Shelter/Gymnasium—Jim Mayer Architect (479-246-0055)

City of Fayetteville Transfer Station —Brad Hammond at Mcgoodwin, Williams and Yates

Ft Smith Airport Taxiway Paving--. Brian Mauer, Engineer

Boulder Ridge Fellowship Bible Church –Jack Murray (479-790-2854)

City of Fayetteville Taxiway B—Garver Engineers

Blowing Springs To Metfield Park Multi Purpose Trail Greenway Extension—EDG and Garver Engineers

Spring Creek Multi Purpose Trail Extension—McClelland Engineers

Black Hills Energy Contractor On-Call.

Highland Oncology Contractor On-Call.

Bekaert Trail Greenway Extension—NWA Trailblazers

Dean's Trail PH 2 Tunnel and Greenway Trail Extension—Garver Engineers

Archibald Yell Improvements—City of Fayetteville

North Street Widening (on-going)—City of Fayetteville

Mission Boulevard Site Drainage and Street (on-going)—City of Fayetteville

13TH Street Sidepath Shared Use Trail and Pedestrian Improvements—City of Rogers

§ 3.4.1 State total worth of work in progress and under contract:
Work in Progress: $7 million
Work under contract: Most projects are in negotiation and not under contract terms at this time.

§ 3.5.1 State average annual amount of construction work performed during the past five years: $8-10 million

§ 3.6 List the construction experience and present commitments of the key individuals of your organization.

Stephen Smith, owner, 38 years experience in commercial/industrial construction
Roger Ross, owner, 35 years experience in commercial/industrial construction
Chuck Ketcher, Supt, 26 years experience in commercial/industrial construction
Rick Vasquez, Foreman, 30 years experience
Armando Vasquez, Foreman, 25 years experience
Roberto Sanchez, Foreman, 30 years experience
Thomas Sargent, Foreman, 33 years experience

The remaining personnel with an average of 12 years working in our company consist of the rest of the construction team. All of our personnel carry skills to self-perform projects that allow schedules and budgets to be met. Simply stated, we are not a broker contractor.

Note: Our construction team, from the owners down to laborers, are 100 percent committed to satisfying each client. The ownership is not involved with any outside investments (ie developing etc..) that would distract our commitment to serving our clients!! The ownership also takes an active role in the projects that we build. Project management/Supervision is handled by the ownership, therefore a vested interest in client satisfaction is our objective.

§ 4. REFERENCES

§ 4.1 Trade References:

Brown Hiller Clark Insurance, Scott Clark, 452-4000

Tune Concrete 442-8251, Dennis Tune, 479-442-8251

Darragh Company, Ronnie McDaniel, 479-651-6800

Meeks Lumber Company, Tom Hamaker, 479-442-2351

Architects and Engineers: Have worked with all major firms in the NWA area over the last 33 years.

§ 4.2 Bank References:
Bank of Fayetteville (Bob King VP, MaryBeth Brooks President) 479-444-4444
$500,000 Line of Credit

§ 4.3 Surety:
§4.3.1 Name of bonding company: Westfield Insurance Company

§ 4.3.2 **Name and address of agent:**
Brown Hiller Clark
5500 Euper Lane
Ft Smith, Ar 72913
Scott Clark 479-452-4000

§ 6. SIGNATURE

§ 6.1 **Dated at this 27th day of June, 2024**

Name of Organization: Benchmark Construction of NWA, Inc.

By: Stephen Smith **Stephen Smith**

Title: CEO

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 24-34, Construction - College Ave. Improvements (North to Sycamore) Rebid

DEADLINE: Thursday, June 27, 2024 at 2:00 PM

Certification of Funds: $10,000,000.00 *($12,500,000.00 total allowed)*

Line #	Description	QTY	UOM	Tri Star Contractors, LLC (**Rejected - Non-Responsive**) Unit	Tri Star Contractors, LLC Extended	Benchmark Construction Company (Benchmark Construction Company of NWA, Inc.) Unit	Benchmark Extended	Nabholz Construction Corporation (**Rejected - Non-Responsive**) Unit	Nabholz Extended
			Total	$8,912,442.25		$9,214,669.54		$10,395,439.90	
1.1	Mobilization (Not to Exceed 5% of TOTAL BASE BID, not including bonds and insurance or Trench and Excavation Safety)	1	LS	$400,000.00	$400,000.00	$423,380.00	$423,380.00	$454,000.00	$454,000.00
1.2	Bonds and Insurance	1	LS	[illegible]	$230,000.00	$251,651.00	$251,651.00	[illegible]	$181,000.00
1.3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly	1	LS	$5,000.00	$5,000.00	$1,120.00	$1,120.00	$26,100.00	$26,100.00
1.4	Roadway Construction Control	1	LS	$85,000.00	$85,000.00	$215,460.00	$215,460.00	[illegible]	$98,225.00
1.5	Clearing, Grubbing, and Demolition	1	LS	$135,000.00	[illegible]	$630,017.00	$630,017.00	[illegible]	[illegible]
1.6	Unclassified Excavation (Plan Quantity)	2100	CY	[illegible]	[illegible]	$34.12	$71,652.00	$41.00	$86,100.00
1.7	Embankment (Plan Quantity)	1300	CY	$35.00	$45,500.00	$42.73	$55,549.00	$35.75	[illegible]
1.8	Undercut and Backfill	250	CY	$37.00	$9,250.00	$68.20	$17,050.00	$79.25	$19,812.50
1.9	Rock Excavation	10	CY	$300.00	$3,000.00	$400.00	$4,000.00	$568.00	$5,680.00
1.10	Subgrade Preparation (Plan Quantity)	2109	SY	$15.00	$31,635.00	$4.91	$10,355.19	[illegible]	[illegible]
1.11	4" Topsoil Placement (Yard Areas)	5175	SY	$45.00	$232,875.00	$5.97	$30,894.75	[illegible]	[illegible]
1.12	12" Class III R.C. Pipe	7	LF	$75.00	$525.00	$57.14	$399.98	$314.00	$2,198.00
1.13	18" Class III R.C. Pipe	22	LF	$85.00	$1,870.00	$99.55	$2,190.10	$328.00	$7,216.00
1.14	24" Class III R.C. Pipe	21	LF	$95.00	$1,995.00	$150.95	$3,169.95	$342.00	$7,182.00
1.15	18" Class III R.C. Flared End Section	1	EA	$1,200.00	$1,200.00	$1,890.00	$1,890.00	$1,050.00	$1,050.00
1.16	24" Class III R.C. Flared End Section	1	EA	$1,800.00	$1,800.00	$2,260.00	$2,260.00	$1,300.00	$1,300.00
1.17	Pipe Collar	5	EA	$4,500.00	$22,500.00	$860.00	$4,300.00	$935.00	$4,675.00
1.18	Sidewalk Underdrain	1	EA	$8,500.00	$8,500.00	$2,000.00	$2,000.00	$1,835.00	$1,835.00
1.19	4' Curb Inlet (Circular)	3	EA	$6,500.00	$19,500.00	$9,583.33	$28,749.99	$9,410.00	$28,230.00
1.20	5' Curb Inlet (Circular)	2	EA	$7,500.00	$15,000.00	$10,470.00	$20,940.00	[illegible]	$21,500.00
1.21	4'x6' Curb Inlet (Rectangular)	2	EA	$7,800.00	[illegible]	$14,434.80	$28,869.60	$12,135.00	$24,270.00
1.22	4'x7' Curb Inlet (Rectangular)	2	EA	$8,500.00	$17,000.00	$16,580.55	$33,161.10	$13,065.00	$26,130.00
1.23	Reconstruct Inlet Top with Extended Throat	4	EA	$4,750.00	$19,000.00	$5,233.78	$20,935.12	$6,925.00	$27,700.00
1.24	4' Junction Box (Circular)	1	EA	$6,000.00	$6,000.00	$11,591.97	$11,591.97	$8,240.00	$8,240.00
1.25	4'x6' Junction Box	1	EA	$7,800.00	$7,800.00	$22,669.03	$22,669.03	$11,200.00	$11,200.00
1.26	4' Drop Inlet Extension	6	EA	$2,200.00	$13,200.00	$1,866.47	$11,198.82	$1,750.00	$10,500.00
1.27	8' Drop Inlet Extension	6	EA	$4,400.00	$26,400.00	$3,732.93	$22,397.58	$3,500.00	$21,000.00
1.28	Concrete Channel Paving	6	SY	[illegible]	$900.00	$206.00	$1,236.00	[illegible]	[illegible]
1.29	Erosion Control Fabric (Scourstop)	25	SY	$180.00	$4,500.00	$97.95	$2,448.75	[illegible]	$5,050.00
1.30	6" Aggregate Base Course	2109	SY	$50.00	$105,450.00	$29.72	$62,679.48	[illegible]	$34,376.70
1.31	Asphalt Concrete Hot Mix Surface Course (ACHMSC)	2300	Ton	$160.00	[illegible]	$223.11	$513,153.00	$228.35	[illegible]
1.32	Concrete Curb and Gutter (Type D) (1'-6")	7444	LF	$22.00	$163,768.00	$40.30	$299,993.20	$27.35	$203,593.40
1.33	4" Thick Concrete Sidewalk	1559	SY	$81.00	$126,279.00	$105.92	$165,129.28	$116.50	[illegible]
1.34	4" Thick Concrete Sidewalk with Thickened Edge	444	SY	$110.00	$48,840.00	$134.34	$59,646.96	[illegible]	[illegible]
1.35	6" Thick Concrete Sidewalk	390	SY	$128.00	$49,920.00	$137.60	$53,664.00	$134.75	$52,552.50
1.36	Concrete Driveway Aprons	858	SY	$128.00	$109,824.00	$120.12	$103,062.96	$134.75	[illegible]
1.37	Asphalt Parking Lot	1452	SY	$100.00	$145,200.00	$43.85	$63,670.20	$134.75	$195,657.00
1.38	Concrete Parking Lot	454	SY	$125.00	$56,750.00	$114.46	$51,964.84	[illegible]	$58,724.90
1.39	Concrete Retaining Wall	42	LF	$300.00	$12,600.00	$571.62	$24,008.04	$416.00	$17,472.00
1.40	Modular Block Retaining Wall	304	SF	$160.00	$48,640.00	$122.78	$37,325.12	$47.00	$14,288.00
1.41	Solid Sod	4915	SY	$5.00	$24,575.00	$4.65	$22,854.75	$4.10	[illegible]
1.42	Solid Sod (Zoysia)	260	SY	$20.00	$5,200.00	$14.18	$3,686.80	$5.85	$1,521.00
1.43	Additional Watering	52	MG	$100.00	$5,200.00	$214.89	$11,174.28	$23.40	[illegible]
1.44	Remove and Replace Mailboxes	2	EA	$390.00	$780.00	$728.65	$1,457.30	$467.00	$934.00
1.45	4" Pavement Marking (Paint)	705	LF	[illegible]	[illegible]	$3.36	$2,368.80	[illegible]	[illegible]
1.46	6" Pavement Marking (Thermoplastic)	8324	LF	$1.74	$14,483.76	$1.63	$13,568.12	$1.70	[illegible]
1.47	12" Pavement Marking (Thermoplastic)	274	LF	$8.40	$2,301.60	$7.85	$2,150.90	[illegible]	[illegible]
1.48	24" Pavement Marking (Thermoplastic)	1120	LF	$18.00	$20,160.00	$16.82	$18,838.40	$17.50	$19,600.00
1.49	Yield Lines (Thermoplastic)	9	LF	$30.00	$270.00	$28.03	$252.27	$29.15	$262.35
1.50	Pavement Symbols (Arrows - Thermoplastic)	17	EA	$450.00	$7,650.00	$420.38	$7,146.46	$437.00	$7,429.00
1.51	Pavement Symbols (ONLY - Thermoplastic)	6	EA	$540.00	$3,240.00	$504.45	$3,026.70	[illegible]	[illegible]
1.52	Pavement Symbols (Handicap Symbol - Thermoplastic)	1	EA	$480.00	$480.00	$448.40	$448.40	$466.00	$466.00
1.53	Pavement Symbols (Helmeted Bicyclist - Thermoplastic)	1	EA	$390.00	$390.00	$364.33	$364.33	$380.00	$380.00
1.54	Preformed Brick Pattern (Thermoplastic)	2880	SF	$24.00	$69,120.00	$22.42	$64,569.60	[illegible]	$67,104.00
1.55	Standard Street Sign Installation	9	EA	$438.00	$3,942.00	$409.17	$3,682.53	[illegible]	[illegible]
1.56	Erosion Control	1	LS	$75,000.00	$75,000.00	$26,707.04	$26,707.04	$41,000.00	$41,000.00
1.57	Traffic Control and Maintenance (Phase 1)	1	LS	$54,000.00	$54,000.00	$213,513.24	$213,513.24	$136,000.00	$136,000.00
1.58	Traffic Control and Maintenance (Phase 2)	1	LS	$11,400.00	$11,400.00	$17,375.50	$17,375.50	[illegible]	$11,000.00
1.59	Traffic Control and Maintenance (Phase 3)	1	LS	$6,000.00	$6,000.00	$5,605.00	$5,605.00	$5,800.00	$5,800.00
1.60	Traffic Control and Maintenance (Phase 4)	1	LS	[illegible]	[illegible]	$10,649.50	$10,649.50	$11,000.00	[illegible]
1.61	Portable Changeable Message Sign	412	Day	$72.00	$29,664.00	$129.41	$53,316.92	[illegible]	[illegible]
1.62	Aggregate Base for Roadway Maintenance	100	Ton	$55.00	$5,500.00	$86.29	$8,629.00	$48.00	$4,800.00
1.63	Handicap Ramp Concrete	148	SY	[illegible]	[illegible]	$130.11	$19,256.28	[illegible]	$40,552.00
1.64	Project Signs	2	EA	$1,500.00	$3,000.00	$1,824.99	$3,649.98	[illegible]	$3,464.00
1.65	Cold Milling Asphalt Pavement	17254	SY	$25.00	$431,350.00	$6.77	$116,809.58	$8.40	[illegible]
1.66	Tree Protection Fencing	1200	LF	$9.00	[illegible]	$4.36	$5,232.00	[illegible]	$7,620.00
1.67	Portland Cement Concrete Base (6" U.T.)	51	SY	$165.00	$8,415.00	$137.51	$7,013.01	$112.00	$5,712.00
1.68	8" Thick Colored Concrete Crosswalk (Apple Red)	320	SY	$145.00	$46,400.00	$228.35	$73,072.00	$426.00	$136,320.00
1.69	6" Thick Stamped (Cobblestone) & Colored Concrete (Dark Granite)	145	SY	$175.00	[illegible]	$417.59	$60,550.55	[illegible]	[illegible]
1.70	8" Thick Portland Cement Concrete Pavement	4	SY	$145.00	$580.00	$192.09	$768.36	[illegible]	$720.00
1.71	4" Thick Colored Concrete (Dark Granite)	72	SY	$124.00	[illegible]	$428.31	$30,838.32	$251.00	[illegible]
1.72	Decorative Fence	795	LF	[illegible]	[illegible]	$161.19	$128,146.05	$168.00	$133,560.00
1.73	Decorative Fence (Custom)	460	LF	$204.25	[illegible]	$190.82	$87,777.20	$199.00	$91,540.00
1.74	Drop Inlet Adjusted to Grade	5	EA	$4,800.00	$24,000.00	$2,491.61	$12,458.05	$6,000.00	$30,000.00
1.75	Junction Box Adjusted to Grade	1	EA	$4,900.00	$4,900.00	$3,871.88	$3,871.88	[illegible]	[illegible]
1.76	Gravity Block Retaining Wall	1837	SF	[illegible]	[illegible]	$91.45	$167,993.65	[illegible]	[illegible]
1.77	Concrete Wheel Stop	5	EA	$400.00	$2,000.00	$248.86	$1,244.30	[illegible]	[illegible]
1.78	Detectable Warning Brick Paver	788	SF	[illegible]	[illegible]	$48.51	$38,225.88	[illegible]	[illegible]
1.79	Seal Coat	452	SY	$27.00	$12,204.00	$10.09	$4,560.68	[illegible]	[illegible]
1.80	System Local Controller TS2-Type 2, E-Net (8 Phases)	1	EA	$31,184.00	$31,184.00	$36,901.08	$36,901.08	[illegible]	$47,000.00
1.81	Traffic Signal Controller (Modification)	14	EA	$1,074.00	$15,036.00	$4,147.70	$58,067.80	[illegible]	[illegible]
1.82	Ethernet Switch, T100 Hardened (8-Port)	1	EA	[illegible]	[illegible]	$3,138.80	$3,138.80	[illegible]	[illegible]
1.83	E-Net Cable (Exterior Cat 5E)	62	LF	$2.16	$133.92	$4.48	$277.76	[illegible]	[illegible]
1.84	Local Radio (E-Net 5.8) With Antenna	1	EA	[illegible]	[illegible]	$1,451.70	$1,451.70	$1,300.00	$1,300.00
1.85	Battery Backup System	2	EA	[illegible]	$44,136.00	$16,835.18	$33,670.36	[illegible]	[illegible]
1.86	Traffic Signal Head, LED, (3 Section, 1 Way)	8	EA	$1,836.00	$14,688.00	$1,457.30	$11,658.40	[illegible]	[illegible]
1.87	Traffic Signal Head, LED, (4 Section, 1 Way)	5	EA	$2,148.00	$10,740.00	$1,569.40	$7,847.00	[illegible]	$8,900.00
1.88	Central Control Unit	2	EA	[illegible]	$15,024.00	$5,628.54	$11,257.08	$6,380.00	[illegible]
1.89	Pole Mounted Assembly	16	EA	$2,084.00	$33,344.00	$1,763.33	$28,213.28	[illegible]	[illegible]
1.90	Countdown Pedestrian Signal Head, LED	16	EA	[illegible]	$22,656.00	$1,203.95	$19,263.20	[illegible]	[illegible]
1.91	Traffic Signal Cable (5C/12 A.W.G.)	2033	LF	$4.08	$8,294.64	$3.64	$7,400.12	[illegible]	[illegible]
1.92	Traffic Signal Cable (5C/14 A.W.G.)	1651	LF	[illegible]	[illegible]	$2.52	$4,160.52	[illegible]	[illegible]
1.93	Traffic Signal Cable (7C/14 A.W.G.)	252	LF	$7.44	$1,874.88	$3.36	$846.72	[illegible]	[illegible]
1.94	Traffic Signal Cable (20C/14 A.W.G.)	776	LF	$12.00	$9,312.00	$4.76	$3,693.76	[illegible]	[illegible]
1.95	Electrical Conductors-In-Conduit (1C/8 A.W.G., F.G.C.)	1336	LF	[illegible]	[illegible]	$1.68	$2,244.48	[illegible]	[illegible]
1.96	Electrical Conductors-In-Conduit (2C/6 A.W.G.)	87	LF	$7.08	$615.96	$2.50	$217.50	[illegible]	[illegible]
1.97	Galvanized Steel Conduit (2")	14	LF	[illegible]	[illegible]	$33.57	$469.98	[illegible]	[illegible]
1.98	Non-Metallic Conduit (2")	71	LF	$33.50	[illegible]	$28.03	$1,990.13	[illegible]	[illegible]
1.99	Non-Metallic Conduit (3")	1069	LF	[illegible]	[illegible]	$56.05	$59,917.45	[illegible]	[illegible]
1.100	Concrete Pull Box (Type 2)	7	EA	[illegible]	[illegible]	$1,345.71	$9,419.97	[illegible]	[illegible]
1.101	Concrete Pull Box (Type 1 HD)	1	EA	[illegible]	[illegible]	$1,680.00	$1,680.00	[illegible]	[illegible]
1.102	Concrete Pull Box (Type 2 HD)	4	EA	[illegible]	[illegible]	$2,045.00	$8,180.00	[illegible]	[illegible]
1.103	Traffic Signal Mast Arm And Pole With Foundation (50')	1	EA	[illegible]	[illegible]	$47,082.00	$47,082.00	[illegible]	[illegible]
1.104	Traffic Signal Pedestal Pole With Foundation	14	EA	[illegible]	[illegible]	$8,517.14	$119,239.96	[illegible]	[illegible]
1.105	Service Point Assembly (2 Circuits)	1	EA	[illegible]	[illegible]	$4,480.00	$4,480.00	[illegible]	[illegible]
1.106	Removal Of Traffic Signal Equipment	1	LS	[illegible]	[illegible]	$5,610.00	$5,610.00	[illegible]	[illegible]
1.107	18" Street Name Sign (Install Only)	1	EA	[illegible]	[illegible]	$390.00	$390.00	[illegible]	[illegible]
1.108	Video Cable	424	LF	[illegible]	[illegible]	$4.55	$1,929.20	[illegible]	[illegible]

1.109	Video Detector (IP)	4	LF	$6,133.00	$24,532.00	$8,582.50	$34,330.00	$3,470.00	$72,470.00
1.110	Video Cable (Exterior CAT 5E)	686	EA	$3.00	$2,058.00	$4.55	$3,121.30	$2.30	$1,389.40
1.111	Video Monitor (CLR)	1	EA	$399.40	$399.40	$1,700.00	$1,700.00	$1,301.00	$3,400.00
1.112	Central Control Unit (8 Channel)	1	EA	$68,340.00	$68,340.00	$55,060.00	$55,060.00	$43,800.00	$167,200.00
1.113	Adjust Water Valve to Grade	1	EA	$750.00	$750.00	$1,050.00	$1,050.00	$775.00	$2,575.00
1.114	Adjust Sanitary Sewer Manhole to Grade	8	EA	$1,000.00	$8,000.00	$1,726.25	$13,810.00	$3,190.00	$25,000.00
1.115	Remove, Salvage, and Reinstall Monument Sign	1	EA	$7,000.00	$7,000.00	$5,290.00	$5,290.00	$4,100.00	$16,100.00
1.116	Reinforced Concrete Wall System with Native Stone Veneer	460	LF	$400.00	$184,000.00	$705.52	$324,539.20	$600.00	$284,100.00
1.117	Benches, Installed	3	EA	$1,100.00	$3,300.00	$3,183.98	$9,551.94	$1,800.00	$14,100.00
1.118	Trash Receptacles, Installed	3	EA	$3,500.00	$10,500.00	$3,580.09	$10,740.27	$3,250.00	$24,490.00
1.119	Bus Shelters, Installed	1	EA	$45,000.00	$45,000.00	$97,125.01	$97,125.01	$77,000.00	$219,250.00
1.120	Placemaking Elements	2	EA	$30,000.00	$60,000.00	$21,292.22	$42,584.44	$27,500.00	$130,200.00
1.121	Precast Monument Base	6	EA	$10,000.00	$60,000.00	$4,181.99	$25,091.94	$11,400.00	$70,600.00
1.122	Trees	24	EA	$2,700.00	$64,800.00	$492.12	$11,810.88	$490.00	$88,700.00
1.123	Plantings	360	SF	$100.00	$36,000.00	$19.90	$7,164.00	$3.75	$51,490.00
1.124	Irrigation	1	LS	$68,900.00	$68,900.00	$3,833.82	$3,833.82	$1,650.00	$74,650.00
1.125	Street Lighting Assembly & Associated Hardware (Standard Foundation), Installed	8	EA	$41,946.00	$335,568.00	$28,585.50	$228,684.00	$48,000.00	$612,252.00
1.126	Street Lighting Assembly & Associated Hardware (Shallow Foundation), Installed	3	EA	$48,994.00	$146,982.00	$29,146.00	$87,438.00	$24,450.00	$259,870.00
1.127	Pedestrian Lighting Assembly & Associated Hardware (Standard Foundation), Installed	29	EA	$20,184.00	$585,336.00	$12,891.50	$373,853.50	$18,900.00	$978,089.50
1.128	Pedestrian Lighting Assembly & Associated Hardware (Shallow Foundation), Installed	9	EA	$33,992.00	$305,928.00	$13,452.00	$121,068.00	$31,700.00	$459,696.00
1.129	ACHM Pavement Permanent Repair	150	SY	$180.00	$27,000.00	$163.61	$24,541.50	$153.00	$75,694.50
1.130	Electrical Service Connection	1	LS	$60,096.00	$60,096.00	$36,532.27	$36,532.27	$26,400.00	$123,028.27
1.131	Irrigation and Landscape Repairs (Allowance)			$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$36,000.00
1.132	Concrete Steps	7	SY	$450.00	$3,150.00	$1,716.44	$12,015.08	$307.30	$15,472.38
1.133	Stockpiling and Testing of Excess Material	1	LS	$40,000.00	$40,000.00	$27,842.80	$27,842.80	$17,600.00	$85,442.80
1.134	Disposal of Hazardous Material	100	CY	$1,100.00	$110,000.00	$588.24	$58,824.00	$424.00	$169,248.00
1.135	12-Inch DR-14 PVC C900 Water Main	3000	LF	$95.00	$285,000.00	$226.34	$679,020.00	$227.00	$1,191,020.00
1.136	8-Inch DR-14 PVC C900 Water Main	700	LF	$85.00	$59,500.00	$150.24	$105,168.00	$220.00	$164,888.00
1.137	6-Inch DIP CL350 Water Main	60	LF	$75.00	$4,500.00	$148.32	$8,899.20	$147.00	$13,546.20
1.138	4-Inch DR-14 PVC C900 Water Main	20	LF	$65.00	$1,300.00	$145.23	$2,904.60	$127.00	$4,340.60
1.139	2" SIDR-7 HDPE Service Line	360	LF	$44.00	$15,840.00	$121.93	$43,894.80	$87.00	$59,821.80
1.140	1" CTS Coated Copper Tubing Service Line	200	LF	$50.00	$10,000.00	$69.67	$13,934.00	$84.00	$23,918.00
1.141	1" HDPE Service Line	625	LF	$35.00	$21,875.00	$45.76	$28,600.00	$64.00	$50,539.00
1.142	12"X12" Tapping Sleeve	1	EA	$10,000.00	$10,000.00	$9,997.08	$9,997.08	$7,000.00	$26,997.08
1.143	8"X8" Tapping Sleeve	4	EA	$9,000.00	$36,000.00	$6,703.58	$26,814.32	$8,700.00	$71,514.32
1.144	6"X6" Tapping Sleeve	1	EA	$7,000.00	$7,000.00	$5,138.66	$5,138.66	$7,700.00	$19,838.66
1.145	4"X4" Tapping Sleeve	1	EA	$4,300.00	$4,300.00	$4,877.47	$4,877.47	$6,240.00	$15,417.47
1.146	2"X2" Tapping Saddle	2	EA	$3,300.00	$6,600.00	$2,154.56	$4,309.12	$7,050.00	$17,959.12
1.147	12"X2" Service Saddle and 2" Ball Valve w/Box	10	EA	$7,100.00	$71,000.00	$3,764.72	$37,647.20	$1,150.00	$109,797.20
1.148	8"X2" Service Saddle	1	EA	$1,500.00	$1,500.00	$4,800.86	$4,800.86	$1,300.00	$7,600.86
1.149	8"X1" Service Saddle	6	EA	$1,100.00	$6,600.00	$2,133.67	$12,802.02	$1,150.00	$20,552.02
1.150	12" Butterfly Valve w/Box	7	EA	$15,000.00	$105,000.00	$12,026.81	$84,187.67	$9,750.00	$198,937.67
1.151	12" Gate Valve	1	EA	$8,000.00	$8,000.00	$8,531.17	$8,531.17	$7,730.00	$24,261.17
1.152	8" Gate Valve w/Box	18	EA	$6,300.00	$113,400.00	$5,366.79	$96,602.22	$5,940.00	$215,942.22
1.153	6" Gate Valve w/Box	8	EA	$5,300.00	$42,400.00	$3,767.12	$30,136.96	$2,750.00	$75,286.96
1.154	4" Gate Valve w/Box	1	EA	$4,400.00	$4,400.00	$3,243.55	$3,243.55	$2,420.00	$10,063.55
1.155	2" Gate Valve w/Box	1	EA	$3,200.00	$3,200.00	$2,544.38	$2,544.38	$1,430.00	$7,174.38
1.156	16-Inch Min. Diameter Steel Encasement by Direct Bury	70	LF	$450.00	$31,500.00	$487.23	$34,106.10	$280.00	$65,886.10
1.157	Cut and Cap Existing Water Main	13	EA	$4,500.00	$58,500.00	$2,985.47	$38,811.11	$6,240.00	$104,151.11
1.158	Connect New Water Main To Existing Water Main	9	EA	$4,750.00	$42,750.00	$3,654.34	$32,889.06	$3,000.00	$78,639.06
1.159	Salvage Existing Fire Hydrant	1	EA	$900.00	$900.00	$1,670.92	$1,670.92	$750.00	$3,320.92
1.160	Abandon Existing Valve	9	EA	$3,500.00	$31,500.00	$665.12	$5,986.08	$1,750.00	$39,236.08
1.161	Abandon Existing Meter Setting and Service Line	18	EA	$1,100.00	$19,800.00	$682.39	$12,283.02	$250.00	$32,333.02
1.162	New Single Water Meter Setting	15	EA	$1,300.00	$19,500.00	$2,039.22	$30,588.30	$1,811.00	$51,927.30
1.163	Reconnect Existing Meter (Single)	2	EA	$1,750.00	$3,500.00	$1,148.04	$2,296.08	$695.00	$6,491.08
1.164	Reconnect Existing Meter (Double)	2	EA	$1,100.00	$2,200.00	$1,467.52	$2,935.04	$645.00	$5,780.04
1.165	Connect New Water Service Line to Existing Service Line	16	EA	$1,600.00	$25,600.00	$1,300.30	$20,804.80	$640.00	$47,044.80
1.166	Three-Way Fire Hydrant Assembly	7	EA	$9,500.00	$66,500.00	$10,302.64	$72,118.48	$9,100.00	$147,718.48
1.167	Ductile Iron Fittings	3750	LB	$13.00	$48,750.00	$53.44	$200,400.00	$30.00	$249,150.00
1.168	12" Anchor Collar	1	EA	$4,700.00	$4,700.00	$2,845.46	$2,845.46	$2,360.00	$9,905.46
1.169	8" Anchor Collar	4	EA	$3,700.00	$14,800.00	$1,722.93	$6,891.72	$3,380.00	$25,071.72
1.170	Temporary Asphalt Pavement Repair	2000	SY	$165.00	$330,000.00	$32.73	$65,460.00	$445.00	$395,905.00
1.171	Permanent Pavement Repair	350	SY	$175.00	$61,250.00	$163.61	$57,263.50	$1,148.00	$119,661.50
1.172	Full Depth Class 7 ABC Backfill	5000	LF	$31.00	$155,000.00	$56.24	$281,200.00	$847.00	$437,047.00
1.173	Flowable Fill To Fill Existing Water and Sewer Mains	3600	LF	$33.00	$118,800.00	$24.51	$88,236.00	$56.15	$207,092.15
1.174	8-Inch PVC SDR-26 PVC Sanitary Sewer	360	LF	$85.00	$30,600.00	$551.90	$198,684.00	$570.00	$229,854.00
1.175	6-Inch PVC SDR-26 PVC Sanitary Sewer	25	LF	$75.00	$1,875.00	$220.39	$5,509.75	$205.00	$7,589.75
1.176	Abandon Existing Manhole	2	EA	$3,100.00	$6,200.00	$4,293.43	$8,586.86	$1,360.00	$16,146.86
1.177	Remove Existing Manhole	3	EA	$4,300.00	$12,900.00	$3,391.03	$10,173.09	$875.00	$23,948.09
1.178	Cut and Plug Existing Sanitary Sewer	2	EA	$2,750.00	$5,500.00	$2,460.60	$4,921.20	$935.00	$11,356.20
1.179	4' Diameter Manhole with Standard Frame and Cover	2	EA	$7,500.00	$15,000.00	$11,378.15	$22,756.30	$6,830.00	$44,586.30
1.180	4' Diameter Drop Manhole with Standard Frame and Cover	2	EA	$8,900.00	$17,800.00	$16,596.41	$33,192.82	$9,360.00	$60,352.82
1.181	4' Diameter Flat-Top Manhole	1	EA	$9,500.00	$9,500.00	$11,064.27	$11,064.27	$6,941.00	$27,505.27
1.182	Inlet Junction Box Back Opening	2	EA	$1,750.00	$3,500.00	$4,977.24	$9,954.48	$1,350.00	$14,804.48

* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

Amanda B 7/9/24

Amanda Beilfuss, Sr. Purchasing Agent

L. McEbaugh 7/9/2024

Les McGaugh, Purchasing Director

2049 E. Joyce Blvd.
Suite 105
Fayetteville, AR 72703

TEL 479.527.9100
FAX 479.527.9101

www.GarverUSA.com

Jully 12, 2024

Matt Casey, PE
Engineering Design Manager
City of Fayetteville
113 W Mountain St.
Fayetteville, AR 72701

Re: City of Fayetteville
Bid 24-34, Construction – College Avenue Improvements (North to Sycamore)
ARDOT Job 040887
Recommendation of Award

Dear Matt:

Bids were received for the “North St. – Sycamore St. (College Ave.) (Fayetteville) (S) " project in the online bid interface at 2:00 p.m. on June 27, 2024. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of 3 bids were received on the project. Tri Star Contractors, Inc. submitted the low bid for the project in the amount of $8,912,442.25. The Engineer’s Opinion of Probable Cost was $8,837,700.00 with the City of Fayetteville certifying $10,000,000 for this project. However, the low bidder, Tri Star Contractors, Inc., did not include all the required documents for a federally funded project as required in the project manual. Therefore, their bid has been deemed unresponsive. The next lowest bidder was Benchmark Construction Company of NWA, Inc. with a bid of $9,214,669.54.

We recommend that the construction contract for "North St. – Sycamore St. (College Ave.) (Fayetteville) (S)" be awarded to Benchmark Construction Company of NWA, Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Zach Moore

Zach Moore, P.E.

Attachments: Bid Tabulation

				Rejected - Non-Responsive					**Rejected - Non-Responsive**		
				Tri Star Contractors, LLC		Benchmark Construction Company (Benchmark Construction Company of NWA, Inc.)		Nabholz Construction Corporation		Engineer's Estimate with 15% Contingency	
			Total	$8,912,442.25		$9,214,669.54		$10,395,439.90		$8,837,700.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.1	Mobilization (Not to Exceed 5% of TOTAL BASE BID, not including bonds and insurance or Trench and Excavation Safety)	1	LS	$400,000.00	$400,000.00	$423,380.00	$423,380.00	$454,000.00	$454,000.00	$212,559.60	$212,559.60
1.2	Bonds and Insurance	1	LS	$240,000.00	$240,000.00	$251,651.00	$251,651.00	$181,000.00	$181,000.00	$85,000.00	$85,000.00
1.3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly	1	LS	$5,000.00	$5,000.00	$1,120.00	$1,120.00	$26,100.00	$26,100.00	$100,000.00	$100,000.00
1.4	Roadway Construction Control	1	LS	$85,000.00	$85,000.00	$215,460.00	$215,460.00	$98,225.00	$98,225.00	$15,000.00	$15,000.00
1.5	Clearing, Grubbing, and Demolition	1	LS	$185,000.00	$185,000.00	$630,017.00	$630,017.00	$555,000.00	$555,000.00	$350,000.00	$350,000.00
1.6	Unclassified Excavation (Plan Quantity)	2100	CY	$25.00	$52,500.00	$34.12	$71,652.00	$41.00	$86,100.00	$21.00	$44,100.00
1.7	Embankment (Plan Quantity)	1300	CY	$35.00	$45,500.00	$42.73	$55,549.00	$38.25	$49,725.00	$20.00	$26,000.00
1.8	Undercut and Backfill	250	CY	$37.00	$9,250.00	$68.20	$17,050.00	$79.25	$19,812.50	$40.00	$10,000.00
1.9	Rock Excavation	10	CY	$300.00	$3,000.00	$400.00	$4,000.00	$568.00	$5,680.00	$250.00	$2,500.00
1.10	Subgrade Preparation (Plan Quantity)	2109	SY	$15.00	$31,635.00	$4.91	$10,355.19	$10.20	$21,511.80	$5.00	$10,545.00
1.11	4" Topsoil Placement (Yard Areas)	5175	SY	$45.00	$232,875.00	$5.97	$30,894.75	$58.50	$302,737.50	$6.00	$31,050.00
1.12	12" Class III R.C. Pipe	7	LF	$75.00	$525.00	$57.14	$399.98	$314.00	$2,198.00	$120.00	$840.00
1.13	18" Class III R.C. Pipe	22	LF	$85.00	$1,870.00	$99.55	$2,190.10	$328.00	$7,216.00	$160.00	$3,520.00
1.14	24" Class III R.C. Pipe	21	LF	$95.00	$1,995.00	$150.95	$3,169.95	$342.00	$7,182.00	$200.00	$4,200.00
1.15	18" Class III R.C. Flared End Section	1	EA	$1,200.00	$1,200.00	$1,890.00	$1,890.00	$1,050.00	$1,050.00	$1,200.00	$1,200.00
1.16	24" Class III R.C. Flared End Section	1	EA	$1,800.00	$1,800.00	$2,260.00	$2,260.00	$1,300.00	$1,300.00	$1,400.00	$1,400.00
1.17	Pipe Collar	5	EA	$4,500.00	$22,500.00	$860.00	$4,300.00	$935.00	$4,675.00	$1,500.00	$7,500.00
1.18	Sidewalk Underdrain	1	EA	$8,500.00	$8,500.00	$2,000.00	$2,000.00	$1,835.00	$1,835.00	$3,500.00	$3,500.00
1.19	4' Curb Inlet (Circular)	3	EA	$6,500.00	$19,500.00	$9,583.33	$28,749.99	$9,410.00	$28,230.00	$9,000.00	$27,000.00
1.20	5' Curb Inlet (Circular)	2	EA	$7,500.00	$15,000.00	$10,470.00	$20,940.00	$10,750.00	$21,500.00	$10,000.00	$20,000.00
1.21	4'x6' Curb Inlet (Rectangular)	2	EA	$7,900.00	$15,800.00	$14,434.80	$28,869.60	$12,135.00	$24,270.00	$11,000.00	$22,000.00
1.22	4'x7' Curb Inlet (Rectangular)	2	EA	$8,500.00	$17,000.00	$16,580.55	$33,161.10	$13,065.00	$26,130.00	$12,000.00	$24,000.00
1.23	Reconstruct Inlet Top with Extended Throat	4	EA	$4,750.00	$19,000.00	$5,233.78	$20,935.12	$6,925.00	$27,700.00	$6,500.00	$26,000.00
1.24	4' Junction Box (Circular)	1	EA	$6,000.00	$6,000.00	$11,591.97	$11,591.97	$8,240.00	$8,240.00	$9,000.00	$9,000.00
1.25	4'x6' Junction Box	1	EA	$7,800.00	$7,800.00	$22,669.03	$22,669.03	$11,200.00	$11,200.00	$8,000.00	$8,000.00
1.26	4' Drop Inlet Extension	6	EA	$2,200.00	$13,200.00	$1,866.47	$11,198.82	$1,750.00	$10,500.00	$1,450.00	$8,700.00
1.27	8' Drop Inlet Extension	6	EA	$4,400.00	$26,400.00	$3,732.93	$22,397.58	$3,500.00	$21,000.00	$2,750.00	$16,500.00
1.28	Concrete Channel Paving	6	SY	$150.00	$900.00	$206.00	$1,236.00	$142.00	$852.00	$124.00	$744.00
1.29	Erosion Control Fabric (Scourstop)	25	SY	$180.00	$4,500.00	$97.95	$2,448.75	$202.00	$5,050.00	$50.00	$1,250.00
1.30	6" Aggregate Base Course	2109	SY	$50.00	$105,450.00	$29.72	$62,679.48	$16.30	$34,376.70	$16.00	$33,744.00
1.31	Asphalt Concrete Hot Mix Surface Course (ACHMSC)	2300	Ton	$160.00	$368,000.00	$223.11	$513,153.00	$226.35	$520,605.00	$300.00	$690,000.00
1.32	Concrete Curb and Gutter (Type D) (1'-6")	7444	LF	$22.00	$163,768.00	$40.30	$299,993.20	$27.35	$203,593.40	$30.00	$223,320.00
1.33	4" Thick Concrete Sidewalk	1559	SY	$81.00	$126,279.00	$105.92	$165,129.28	$116.50	$181,623.50	$85.00	$132,515.00
1.34	4" Thick Concrete Sidewalk with Thickened Edge	444	SY	$110.00	$48,840.00	$134.34	$59,646.96	$148.25	$65,823.00	$110.00	$48,840.00
1.35	6" Thick Concrete Sidewalk	390	SY	$128.00	$49,920.00	$137.60	$53,664.00	$134.75	$52,552.50	$100.00	$39,000.00
1.36	Concrete Driveway Aprons	858	SY	$128.00	$109,824.00	$120.12	$103,062.96	$134.75	$115,615.50	$110.00	$94,380.00
1.37	Asphalt Parking Lot	1452	SY	$100.00	$145,200.00	$43.85	$63,670.20	$134.75	$195,657.00	$66.00	$95,832.00
1.38	Concrete Parking Lot	454	SY	$125.00	$56,750.00	$114.46	$51,964.84	$129.35	$58,724.90	$130.00	$59,020.00
1.39	Concrete Retaining Wall	42	LF	$300.00	$12,600.00	$571.62	$24,008.04	$416.00	$17,472.00	$1,500.00	$63,000.00
1.40	Modular Block Retaining Wall	304	SF	$160.00	$48,640.00	$122.78	$37,325.12	$47.00	$14,288.00	$200.00	$60,800.00
1.41	Solid Sod	4915	SY	$5.00	$24,575.00	$4.65	$22,854.75	$4.10	$20,151.50	$5.00	$24,575.00
1.42	Solid Sod (Zoysia)	260	SY	$20.00	$5,200.00	$14.18	$3,686.80	$5.85	$1,521.00	$5.00	$1,300.00
1.43	Additional Watering	52	MG	$100.00	$5,200.00	$214.89	$11,174.28	$23.40	$1,216.80	$100.00	$5,200.00
1.44	Remove and Replace Mailboxes	2	EA	$390.00	$780.00	$728.65	$1,457.30	$467.00	$934.00	$300.00	$600.00
1.45	4" Pavement Marking (Paint)	705	LF	$3.60	$2,538.00	$3.36	$2,368.80	$3.50	$2,467.50	$3.00	$2,115.00
1.46	6" Pavement Marking (Thermoplastic)	8324	LF	$1.74	$14,483.76	$1.63	$13,568.12	$1.70	$14,150.80	$2.00	$16,648.00
1.47	12" Pavement Marking (Thermoplastic)	274	LF	$8.40	$2,301.60	$7.85	$2,150.90	$8.15	$2,233.10	$15.00	$4,110.00
1.48	24" Pavement Marking (Thermoplastic)	1120	LF	$18.00	$20,160.00	$16.82	$18,838.40	$17.50	$19,600.00	$30.00	$33,600.00
1.49	Yield Lines (Thermoplastic)	9	LF	$30.00	$270.00	$28.03	$252.27	$29.15	$262.35	$30.00	$270.00
1.50	Pavement Symbols (Arrows - Thermoplastic)	17	EA	$450.00	$7,650.00	$420.38	$7,146.46	$437.00	$7,429.00	$600.00	$10,200.00
1.51	Pavement Symbols (ONLY - Thermoplastic)	6	EA	$540.00	$3,240.00	$504.45	$3,026.70	$525.00	$3,150.00	$600.00	$3,600.00
1.52	Pavement Symbols (Handicap Symbol - Thermoplastic)	1	EA	$480.00	$480.00	$448.40	$448.40	$466.00	$466.00	$700.00	$700.00
1.53	Pavement Symbols (Helmeted Bicyclist - Thermoplastic)	1	EA	$390.00	$390.00	$364.33	$364.33	$380.00	$380.00	$800.00	$800.00
1.54	Preformed Brick Pattern (Thermoplastic)	2880	SF	$24.00	$69,120.00	$22.42	$64,569.60	$23.30	$67,104.00	$30.00	$86,400.00
1.55	Standard Street Sign Installation	9	EA	$438.00	$3,942.00	$409.17	$3,682.53	$425.00	$3,825.00	$600.00	$5,400.00
1.56	Erosion Control	1	LS	$75,000.00	$75,000.00	$26,707.04	$26,707.04	$41,000.00	$41,000.00	$100,000.00	$100,000.00
1.57	Traffic Control and Maintenance (Phase 1)	1	LS	$54,000.00	$54,000.00	$213,513.24	$213,513.24	$146,000.00	$146,000.00	$125,000.00	$125,000.00
1.58	Traffic Control and Maintenance (Phase 2)	1	LS	$11,400.00	$11,400.00	$17,375.50	$17,375.50	$11,000.00	$11,000.00	$85,000.00	$85,000.00
1.59	Traffic Control and Maintenance (Phase 3)	1	LS	$6,000.00	$6,000.00	$5,605.00	$5,605.00	$5,800.00	$5,800.00	$25,000.00	$25,000.00
1.60	Traffic Control and Maintenance (Phase 4)	1	LS	$11,400.00	$11,400.00	$10,649.50	$10,649.50	$11,000.00	$11,000.00	$65,000.00	$65,000.00
1.61	Portable Changeable Message Sign	412	Day	$72.00	$29,664.00	$129.41	$53,316.92	$65.00	$26,780.00	$75.00	$30,900.00
1.62	Aggregate Base for Roadway Maintenance	100	Ton	$55.00	$5,500.00	$86.29	$8,629.00	$48.00	$4,800.00	$55.00	$5,500.00
1.63	Handicap Ramp Concrete	148	SY	$125.00	$18,500.00	$130.11	$19,256.28	$274.00	$40,552.00	$85.00	$12,580.00
1.64	Project Signs	2	EA	$1,800.00	$3,600.00	$1,824.99	$3,649.98	$1,732.00	$3,464.00	$1,100.00	$2,200.00
1.65	Cold Milling Asphalt Pavement	17254	SY	$25.00	$431,350.00	$6.77	$116,809.58	$8.40	$144,933.60	$10.00	$172,540.00
1.66	Tree Protection Fencing	1200	LF	$9.00	$10,800.00	$4.36	$5,232.00	$6.35	$7,620.00	$3.00	$3,600.00
1.67	Portland Cement Concrete Base (6" U.T,)	51	SY	$165.00	$8,415.00	$137.51	$7,013.01	$112.00	$5,712.00	$90.00	$4,590.00
1.68	8" Thick Colored Concrete Crosswalk (Apple Red)	320	SY	$145.00	$46,400.00	$228.35	$73,072.00	$426.00	$136,320.00	$350.00	$112,000.00
1.69	6" Thick Stamped (Cobblestone) & Colored Concrete (Dark Granite)	145	SY	$175.00	$25,375.00	$417.59	$60,550.55	$485.00	$70,325.00	$300.00	$43,500.00
1.70	8" Thick Portland Cement Concrete Pavement	4	SY	$145.00	$580.00	$192.09	$768.36	$180.00	$720.00	$200.00	$800.00

				Tri Star Contractors, LLC		Benchmark Construction Company (Benchmark Construction Company of NWA, Inc.)		Nabholz Construction Corporation		Engineer's Estimate with 15% Contingency	
			Total	$8,912,442.25		$9,214,669.54		$10,395,439.90		$8,837,700.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.71	4" Thick Colored Concrete (Dark Granite)	72	SY	$129.00	$9,288.00	$428.31	$30,838.32	$251.00	$18,072.00	$150.00	$10,800.00
1.72	Decorative Fence	795	LF	$172.55	$137,177.25	$161.19	$128,146.05	$168.00	$133,560.00	$75.00	$59,625.00
1.73	Decorative Fence (Custom)	460	LF	$204.26	$93,959.60	$190.82	$87,777.20	$199.00	$91,540.00	$200.00	$92,000.00
1.74	Drop Inlet Adjusted to Grade	5	EA	$4,800.00	$24,000.00	$2,491.61	$12,458.05	$6,000.00	$30,000.00	$6,000.00	$30,000.00
1.75	Junction Box Adjusted to Grade	1	EA	$4,900.00	$4,900.00	$3,871.88	$3,871.88	$5,700.00	$5,700.00	$5,800.00	$5,800.00
1.76	Gravity Block Retaining Wall	1837	SF	$156.00	$286,572.00	$91.45	$167,993.65	$94.00	$172,678.00	$112.00	$205,744.00
1.77	Concrete Wheel Stop	5	EA	$400.00	$2,000.00	$248.86	$1,244.30	$231.00	$1,155.00	$115.00	$575.00
1.78	Detectable Warning Brick Paver	788	SF	$135.00	$106,380.00	$48.51	$38,225.88	$34.00	$26,792.00	$80.00	$63,040.00
1.79	Seal Coat	452	SY	$27.00	$12,204.00	$10.09	$4,560.68	$10.40	$4,700.80	$6.00	$2,712.00
1.80	System Local Controller TS2-Type 2, E-Net (8 Phases)	1	EA	$51,384.00	$51,384.00	$36,901.08	$36,901.08	$47,000.00	$47,000.00	$30,000.00	$30,000.00
1.81	Traffic Signal Controller (Modification)	14	EA	$1,074.00	$15,036.00	$4,147.70	$58,067.80	$1,003.00	$14,042.00	$3,000.00	$42,000.00
1.82	Ethernet Switch, T100 Hardened (8-Port)	1	EA	$2,676.00	$2,676.00	$3,138.80	$3,138.80	$2,438.00	$2,438.00	$3,500.00	$3,500.00
1.83	E-Net Cable (Exterior Cat 5E)	62	LF	$2.16	$133.92	$4.48	$277.76	$1.98	$122.76	$4.00	$248.00
1.84	Local Radio (E-Net 5.8) With Antenna	1	EA	$1,512.00	$1,512.00	$1,451.70	$1,451.70	$1,400.00	$1,400.00	$4,800.00	$4,800.00
1.85	Battery Backup System	2	EA	$22,068.00	$44,136.00	$16,835.18	$33,670.36	$20,000.00	$40,000.00	$15,000.00	$30,000.00
1.86	Traffic Signal Head, LED, (3 Section, 1 Way)	8	EA	$1,836.00	$14,688.00	$1,457.30	$11,658.40	$1,690.00	$13,520.00	$1,250.00	$10,000.00
1.87	Traffic Signal Head, LED, (4 Section, 1 Way)	5	EA	$2,148.00	$10,740.00	$1,569.40	$7,847.00	$1,980.00	$9,900.00	$1,550.00	$7,750.00
1.88	Central Control Unit	2	EA	$7,512.00	$15,024.00	$5,628.54	$11,257.08	$6,880.00	$13,760.00	$4,500.00	$9,000.00
1.89	Pole Mounted Assembly	16	EA	$2,064.00	$33,024.00	$1,763.33	$28,213.28	$1,925.00	$30,800.00	$1,100.00	$17,600.00
1.90	Countdown Pedestrian Signal Head, LED	16	EA	$1,416.00	$22,656.00	$1,203.95	$19,263.20	$1,295.00	$20,720.00	$1,650.00	$26,400.00
1.91	Traffic Signal Cable (5C/12 A.W.G.)	2033	LF	$4.08	$8,294.64	$3.64	$7,400.12	$4.08	$8,294.64	$2.00	$4,066.00
1.92	Traffic Signal Cable (5C/14 A.W.G.)	1651	LF	$4.92	$8,122.92	$2.52	$4,160.52	$4.70	$7,759.70	$2.00	$3,302.00
1.93	Traffic Signal Cable (7C/14 A.W.G.)	252	LF	$7.44	$1,874.88	$3.36	$846.72	$7.00	$1,764.00	$2.25	$567.00
1.94	Traffic Signal Cable (20C/14 A.W.G.)	776	LF	$12.00	$9,312.00	$4.76	$3,693.76	$11.70	$9,079.20	$5.75	$4,462.00
1.95	Electrical Conductors-In-Conduit (1C/8 A.W.G., E.G.C.)	1336	LF	$2.52	$3,366.72	$1.68	$2,244.48	$2.30	$3,072.80	$1.50	$2,004.00
1.96	Electrical Conductors-In-Conduit (2C/6 A.W.G.)	87	LF	$7.08	$615.96	$2.50	$217.50	$6.50	$565.50	$7.00	$609.00
1.97	Galvanized Steel Conduit (2")	14	LF	$69.60	$974.40	$33.57	$469.98	$64.75	$906.50	$33.50	$469.00
1.98	Non-Metallic Conduit (2")	71	LF	$33.60	$2,385.60	$28.03	$1,990.13	$31.50	$2,236.50	$17.00	$1,207.00
1.99	Non-Metallic Conduit (3")	1069	LF	$54.60	$58,367.40	$56.05	$59,917.45	$50.75	$54,251.75	$30.00	$32,070.00
1.100	Concrete Pull Box (Type 2)	7	EA	$2,352.00	$16,464.00	$1,345.71	$9,419.97	$2,170.00	$15,190.00	$1,025.00	$7,175.00
1.101	Concrete Pull Box (Type 1 HD)	1	EA	$2,076.00	$2,076.00	$1,680.00	$1,680.00	$1,910.00	$1,910.00	$1,200.00	$1,200.00
1.102	Concrete Pull Box (Type 2 HD)	4	EA	$2,388.00	$9,552.00	$2,045.00	$8,180.00	$2,215.00	$8,860.00	$1,400.00	$5,600.00
1.103	Traffic Signal Mast Arm And Pole With Foundation (50')	1	EA	$52,092.00	$52,092.00	$47,082.00	$47,082.00	$47,800.00	$47,800.00	$30,000.00	$30,000.00
1.104	Traffic Signal Pedestal Pole With Foundation	14	EA	$5,532.00	$77,448.00	$8,517.14	$119,239.96	$5,130.00	$71,820.00	$3,400.00	$47,600.00
1.105	Service Point Assembly (2 Circuits)	1	EA	$7,332.00	$7,332.00	$4,480.00	$4,480.00	$6,820.00	$6,820.00	$4,600.00	$4,600.00
1.106	Removal Of Traffic Signal Equipment	1	LS	$5,172.00	$5,172.00	$5,610.00	$5,610.00	$4,840.00	$4,840.00	$15,000.00	$15,000.00
1.107	18" Street Name Sign (Install Only)	1	EA	$765.60	$765.60	$390.00	$390.00	$720.00	$720.00	$500.00	$500.00
1.108	Video Cable	424	LF	$2.40	$1,017.60	$4.55	$1,929.20	$2.35	$996.40	$2.00	$848.00
1.109	Video Detector (IP)	4	LF	$6,132.00	$24,528.00	$8,582.50	$34,330.00	$5,600.00	$22,400.00	$3,700.00	$14,800.00
1.110	Video Cable (Exterior CAT 5E)	686	EA	$3.00	$2,058.00	$4.55	$3,121.30	$2.90	$1,989.40	$2.00	$1,372.00
1.111	Video Monitor (CLR)	1	EA	$266.40	$266.40	$1,700.00	$1,700.00	$250.00	$250.00	$1,200.00	$1,200.00
1.112	Central Control Unit (8 Channel)	1	EA	$68,940.00	$68,940.00	$55,060.00	$55,060.00	$62,800.00	$62,800.00	$16,000.00	$16,000.00
1.113	Adjust Water Valve to Grade	1	EA	$750.00	$750.00	$1,050.00	$1,050.00	$175.00	$175.00	$250.00	$250.00
1.114	Adjust Sanitary Sewer Manhole to Grade	8	EA	$5,500.00	$44,000.00	$1,726.25	$13,810.00	$3,150.00	$25,200.00	$2,000.00	$16,000.00
1.115	Remove, Salvage, and Reinstall Monument Sign	1	EA	$15,000.00	$15,000.00	$5,290.00	$5,290.00	$1,100.00	$1,100.00	$500.00	$500.00
1.116	Reinforced Concrete Wall System with Native Stone Veneer	460	LF	$400.00	$184,000.00	$705.52	$324,539.20	$625.00	$287,500.00	$250.00	$115,000.00
1.117	Benches, Installed	3	EA	$1,100.00	$3,300.00	$3,183.98	$9,551.94	$3,800.00	$11,400.00	$2,500.00	$7,500.00
1.118	Trash Receptacles, Installed	3	EA	$5,500.00	$16,500.00	$3,580.09	$10,740.27	$3,800.00	$11,400.00	$2,200.00	$6,600.00
1.119	Bus Shelters, Installed	1	EA	$45,000.00	$45,000.00	$97,125.01	$97,125.01	$77,000.00	$77,000.00	$65,000.00	$65,000.00
1.120	Placemaking Elements	2	EA	$30,000.00	$60,000.00	$21,292.22	$42,584.44	$27,600.00	$55,200.00	$60,000.00	$120,000.00
1.121	Precast Monument Base	6	EA	$10,000.00	$60,000.00	$4,181.99	$25,091.94	$11,800.00	$70,800.00	$2,800.00	$16,800.00
1.122	Trees	24	EA	$2,200.00	$52,800.00	$492.12	$11,810.88	$760.00	$18,240.00	$500.00	$12,000.00
1.123	Plantings	360	SF	$100.00	$36,000.00	$19.90	$7,164.00	$5.25	$1,890.00	$75.00	$27,000.00
1.124	Irrigation	1	LS	$68,500.00	$68,500.00	$3,833.82	$3,833.82	$11,650.00	$11,650.00	$3,600.00	$3,600.00
1.125	Street Lighting Assembly & Associated Hardware (Standard Foundation), Installed	8	EA	$41,496.00	$331,968.00	$28,585.50	$228,684.00	$38,000.00	$304,000.00	$11,500.00	$92,000.00
1.126	Street Lighting Assembly & Associated Hardware (Shallow Foundation), Installed	3	EA	$48,564.00	$145,692.00	$29,146.00	$87,438.00	$44,550.00	$133,650.00	$13,000.00	$39,000.00
1.127	Pedestrian Lighting Assembly & Associated Hardware (Standard Foundation), Installed	29	EA	$20,184.00	$585,336.00	$12,891.50	$373,853.50	$18,500.00	$536,500.00	$10,000.00	$290,000.00
1.128	Pedestrian Lighting Assembly & Associated Hardware (Shallow Foundation), Installed	9	EA	$23,592.00	$212,328.00	$13,452.00	$121,068.00	$21,700.00	$195,300.00	$11,500.00	$103,500.00
1.129	ACHM Pavement Permanent Repair	150	SY	$180.00	$27,000.00	$163.61	$24,541.50	$558.00	$83,700.00	$150.00	$22,500.00
1.130	Electrical Service Connection	1	LS	$60,096.00	$60,096.00	$36,532.27	$36,532.27	$59,000.00	$59,000.00	$20,000.00	$20,000.00
1.131	Irrigation and Landscape Repairs (Allowance)			$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00
1.132	Concrete Steps	7	SY	$450.00	$3,150.00	$1,716.44	$12,015.08	$302.00	$2,114.00	$500.00	$3,500.00
1.133	Stockpiling and Testing of Excess Material	1	LS	$40,000.00	$40,000.00	$27,842.80	$27,842.80	$27,800.00	$27,800.00	$3,000.00	$3,000.00
1.134	Disposal of Hazardous Material	100	CY	$1,100.00	$110,000.00	$588.24	$58,824.00	$328.00	$32,800.00	$91.00	$9,100.00
1.135	12-Inch DR-14 PVC C900 Water Main	3000	LF	$95.00	$285,000.00	$226.34	$679,020.00	$270.00	$810,000.00	$175.00	$525,000.00
1.136	8-Inch DR-14 PVC C900 Water Main	700	LF	$85.00	$59,500.00	$150.24	$105,168.00	$200.00	$140,000.00	$135.00	$94,500.00
1.137	6-Inch DIP CL350 Water Main	60	LF	$75.00	$4,500.00	$148.32	$8,899.20	$157.00	$9,420.00	$130.00	$7,800.00
1.138	4-Inch DR-14 PVC C900 Water Main	20	LF	$65.00	$1,300.00	$145.23	$2,904.60	$127.00	$2,540.00	$60.00	$1,200.00
1.139	2" SIDR-7 HDPE Service Line	360	LF	$45.00	$16,200.00	$121.93	$43,894.80	$87.00	$31,320.00	$30.00	$10,800.00
1.140	1" CTS Coated Copper Tubing Service Line	200	LF	$50.00	$10,000.00	$69.67	$13,934.00	$84.00	$16,800.00	$55.00	$11,000.00
1.141	1" HDPE Service Line	625	LF	$35.00	$21,875.00	$45.76	$28,600.00	$64.00	$40,000.00	$26.00	$16,250.00

				Tri Star Contractors, LLC		Benchmark Construction Company (Benchmark Construction Company of NWA, Inc.)		Nabholz Construction Corporation		Engineer's Estimate with 15% Contingency	
			Total	$8,912,442.25		$9,214,669.54		$10,395,439.90		$8,837,700.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1.142	12"X12" Tapping Sleeve	1	EA	$10,000.00	$10,000.00	$9,997.08	$9,997.08	$12,900.00	$12,900.00	$9,500.00	$9,500.00
1.143	8"X8" Tapping Sleeve	4	EA	$9,000.00	$36,000.00	$6,703.58	$26,814.32	$9,200.00	$36,800.00	$7,500.00	$30,000.00
1.144	6"X6" Tapping Sleeve	1	EA	$7,500.00	$7,500.00	$5,138.66	$5,138.66	$7,400.00	$7,400.00	$7,000.00	$7,000.00
1.145	4"X4" Tapping Sleeve	1	EA	$4,500.00	$4,500.00	$4,877.47	$4,877.47	$6,250.00	$6,250.00	$4,000.00	$4,000.00
1.146	2"X2" Tapping Saddle	2	EA	$3,500.00	$7,000.00	$2,154.56	$4,309.12	$2,050.00	$4,100.00	$3,000.00	$6,000.00
1.147	12"X2" Service Saddle and 2" Ball Valve w/Box	10	EA	$2,100.00	$21,000.00	$3,764.72	$37,647.20	$1,155.00	$11,550.00	$1,200.00	$12,000.00
1.148	8"X2" Service Saddle	1	EA	$1,500.00	$1,500.00	$4,800.86	$4,800.86	$2,300.00	$2,300.00	$1,000.00	$1,000.00
1.149	8"X1" Service Saddle	6	EA	$1,100.00	$6,600.00	$2,133.67	$12,802.02	$350.00	$2,100.00	$800.00	$4,800.00
1.150	12" Butterfly Valve w/Box	7	EA	$13,000.00	$91,000.00	$12,026.81	$84,187.67	$9,250.00	$64,750.00	$9,500.00	$66,500.00
1.151	12" Gate Valve	1	EA	$8,500.00	$8,500.00	$8,531.17	$8,531.17	$7,230.00	$7,230.00	$5,000.00	$5,000.00
1.152	8" Gate Valve w/Box	18	EA	$6,500.00	$117,000.00	$5,366.79	$96,602.22	$3,840.00	$69,120.00	$7,500.00	$135,000.00
1.153	6" Gate Valve w/Box	8	EA	$5,500.00	$44,000.00	$3,767.12	$30,136.96	$2,650.00	$21,200.00	$5,000.00	$40,000.00
1.154	4" Gate Valve w/Box	1	EA	$4,500.00	$4,500.00	$3,243.55	$3,243.55	$2,400.00	$2,400.00	$2,500.00	$2,500.00
1.155	2" Gate Valve w/Box	1	EA	$3,500.00	$3,500.00	$2,544.38	$2,544.38	$1,630.00	$1,630.00	$2,000.00	$2,000.00
1.156	16-Inch Min. Diameter Steel Encasement by Direct Bury	70	LF	$450.00	$31,500.00	$487.23	$34,106.10	$280.00	$19,600.00	$350.00	$24,500.00
1.157	Cut and Cap Existing Water Main	13	EA	$3,500.00	$45,500.00	$2,985.47	$38,811.11	$6,240.00	$81,120.00	$5,000.00	$65,000.00
1.158	Connect New Water Main To Existing Water Main	9	EA	$4,750.00	$42,750.00	$3,654.34	$32,889.06	$3,000.00	$27,000.00	$4,000.00	$36,000.00
1.159	Salvage Existing Fire Hydrant	1	EA	$900.00	$900.00	$1,670.92	$1,670.92	$750.00	$750.00	$1,200.00	$1,200.00
1.160	Abandon Existing Valve	9	EA	$850.00	$7,650.00	$665.12	$5,986.08	$125.00	$1,125.00	$1,200.00	$10,800.00
1.161	Abandon Existing Meter Setting and Service Line	18	EA	$1,100.00	$19,800.00	$682.39	$12,283.02	$250.00	$4,500.00	$700.00	$12,600.00
1.162	New Single Water Meter Setting	15	EA	$3,500.00	$52,500.00	$2,039.22	$30,588.30	$1,315.00	$19,725.00	$2,000.00	$30,000.00
1.163	Reconnect Existing Meter (Single)	2	EA	$2,760.00	$5,520.00	$1,148.04	$2,296.08	$695.00	$1,390.00	$1,500.00	$3,000.00
1.164	Reconnect Existing Meter (Double)	2	EA	$3,100.00	$6,200.00	$1,467.52	$2,935.04	$695.00	$1,390.00	$2,000.00	$4,000.00
1.165	Connect New Water Service Line to Existing Service Line	16	EA	$1,800.00	$28,800.00	$1,300.30	$20,804.80	$640.00	$10,240.00	$1,200.00	$19,200.00
1.166	Three-Way Fire Hydrant Assembly	7	EA	$9,500.00	$66,500.00	$10,302.64	$72,118.48	$9,100.00	$63,700.00	$12,000.00	$84,000.00
1.167	Ductile Iron Fittings	3750	LB	$15.00	$56,250.00	$53.44	$200,400.00	$40.00	$150,000.00	$35.00	$131,250.00
1.168	12" Anchor Collar	1	EA	$4,700.00	$4,700.00	$2,845.46	$2,845.46	$4,360.00	$4,360.00	$7,525.00	$7,525.00
1.169	8" Anchor Collar	4	EA	$3,700.00	$14,800.00	$1,722.93	$6,891.72	$3,380.00	$13,520.00	$5,500.00	$22,000.00
1.170	Temporary Asphalt Pavement Repair	2000	SY	$165.00	$330,000.00	$32.73	$65,460.00	$445.00	$890,000.00	$150.00	$300,000.00
1.171	Permanent Pavement Repair	350	SY	$175.00	$61,250.00	$163.61	$57,263.50	$558.00	$195,300.00	$165.00	$57,750.00
1.172	Full Depth Class 7 ABC Backfill	5000	LF	$35.00	$175,000.00	$56.24	$281,200.00	$43.00	$215,000.00	$100.00	$500,000.00
1.173	Flowable Fill To Fill Existing Water and Sewer Mains	3600	LF	$35.00	$126,000.00	$24.51	$88,236.00	$6.35	$22,860.00	$50.00	$180,000.00
1.174	8-Inch PVC SDR-26 PVC Sanitary Sewer	360	LF	$85.00	$30,600.00	$551.90	$198,684.00	$210.00	$75,600.00	$145.00	$52,200.00
1.175	6-Inch PVC SDR-26 PVC Sanitary Sewer	25	LF	$75.00	$1,875.00	$220.39	$5,509.75	$205.00	$5,125.00	$145.00	$3,625.00
1.176	Abandon Existing Manhole	2	EA	$3,300.00	$6,600.00	$4,293.43	$8,586.86	$1,560.00	$3,120.00	$2,500.00	$5,000.00
1.177	Remove Existing Manhole	3	EA	$4,500.00	$13,500.00	$3,391.03	$10,173.09	$975.00	$2,925.00	$3,000.00	$9,000.00
1.178	Cut and Plug Existing Sanitary Sewer	2	EA	$2,750.00	$5,500.00	$2,460.60	$4,921.20	$935.00	$1,870.00	$1,500.00	$3,000.00
1.179	4' Diameter Manhole with Standard Frame and Cover	2	EA	$7,500.00	$15,000.00	$11,378.15	$22,756.30	$6,840.00	$13,680.00	$6,500.00	$13,000.00
1.180	4' Diameter Drop Manhole with Standard Frame and Cover	2	EA	$8,500.00	$17,000.00	$16,596.41	$33,192.82	$9,500.00	$19,000.00	$7,500.00	$15,000.00
1.181	4' Diameter Flat-Top Manhole	1	EA	$9,500.00	$9,500.00	$11,064.27	$11,064.27	$6,915.00	$6,915.00	$8,500.00	$8,500.00
1.182	Inlet Junction Box Back Opening	2	EA	$3,750.00	$7,500.00	$4,977.24	$9,954.48	$1,950.00	$3,900.00	$2,700.00	$5,400.00
	DEDUCTIVE ALTERNATE #1 - NOT USED				$54,548.00		$75,286.80		$144,120.00		$143,000.00

***** NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

City of Fayetteville Staff Review Form

2024-353

Item ID

8/6/2024

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Casey	7/11/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Contract Amendment #2 in the amount of $74,875.00 with Garver, LLC. to provide professional services for the design of the School/College Avenue Corridor Improvements Project and approval of a budget adjustment.

Budget Impact:

4702.860.7221-5860.02	Street Projects 2022 Bonds
Account Number	Fund
46020.7221-1020	Hwy 71B Corridor North to Township
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	232,335.00
		Expenses (Actual+Encum)	$	187,904.71
		Available Budget	**$**	**44,430.29**
Does item have a direct cost?	Yes	Item Cost	$	74,875.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	74,875.00
		Remaining Budget	**$**	**44,430.29**

V20221130

Purchase Order Number:	2020-00000607	**Previous Ordinance or Resolution #**	180-20, 291-21
Change Order Number:	2	**Approval Date:**	
Original Contract Number:	2020-00000053		

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF AUGUST 6, 2024

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

DATE: July 11, 2024

SUBJECT: **Approval of Contract Amendment #2 in the amount of $74,875.00 with Garver, LLC for design of the School/College Avenue Corridor Improvements, per RFQ 20-01, selection #3 and approval of a budget adjustment.**

RECOMMENDATION:
Staff recommends approval of Contract Amendment #2 in the amount of $74,875.00 with Garver, LLC. to provide professional services for the design of the School/College Avenue Corridor Improvements Project and approval of a budget adjustment.

BACKGROUND:
The School Avenue and College Avenue Corridors serve as the major north-south route through the central part of the City and are major commercial and retail destination. Maintaining and improving the corridors will allow them to continue to serve mobility needs, and to continue to develop/redevelop as commercial corridors.

Improvements to these corridors will include striping, widening and/or narrowing of the roadway, utility relocation, sidewalk/trail installation, accommodations for transit systems, elimination or reconfiguration of driveways, modification to traffic signals, medians, and other corridor improvements identified in the design process.

The starting point for corridor designs was the 71B Corridor Plan completed by RDG Planning. Goals and aspirations of the Plan will be implemented to the greatest extent possible through the limits of the project segments selected for design and construction, which include College Ave. between North Street and Township Street, and School Ave. between Martin Luther King Jr. Blvd. and Cato Springs Road.

On July 7, 2020, the City Council approved a contract with Garver, LLC for the programming phase of this project. The programming phase included meetings with stakeholders and city staff to review the plan goals and make decisions about how and where to include project elements identified in the 71B Plan.

On December 7, 2021, the City Council approved contract amendment #1 with Garver, LLC for the detailed design for College Avenue between North Street and Township Street and School Avenue between 15th Street and MLK Jr. Boulevard.

On June 27, 2024, the City opened construction bids for this project.

DISCUSSION:
The approved contract with Garver, LLC does not include bidding services, construction phase services and materials testing. Staff has worked with MCE to develop a scope that will include support for the contractor and city staff as needed throughout the construction of this project. This contract amendment also removes design work for the School Avenue portion of the project. The intent is to approach this as a totally separate project with a new contract. Garver, LLC has provided a fee in the amount of $74,875.00 for this additional work. The contract will be paid based on hourly rates for work completed, up to the total contract amount.

BUDGET/STAFF IMPACT:
This work will be paid for with the funds from the 2022 Transportation Bond Fund. With this contract amendment, the new design contract will be $1,275,460.00

Attachments:
Contract Amendment
Budget Adjustment

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF FAYETTEVILLE
Fayetteville, Arkansas
Project No. 20T21050

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 ("Amendment"), effective on the date last written below, shall amend the original contract between the **City of Fayetteville** (Owner) and **Garver, LLC** (Garver), dated July 7, 2020 and Amendment No. 1 dated December 7, 2021 referred to in the following paragraphs as the "Agreement."

This Contract Amendment No. 2 modifies professional services for the

Improvements to School Avenue from MLK Jr. Boulevard to 15th Street and College Avenue from North Street to Township Street.

In General Amendment No. 2 modifies the agreement by removing previously approved scope of services and associated fees from certain portions of the project and reallocating those associated fees for additional services for the portion of College Avenue between North Street and Sycamore Street. More specifically, the agreement is hereby modified as follows:

APPENDIX A – SCOPE OF SERVICES

The attached Appendix A – Scope of Services for Amendment No. 2 shall replace the previously approved scope of services in its entirety.

APPENDIX B – PROJECT FEE SPREADSHEETS

The attached Appendix B – Project Fee Spreadsheet that contains the hourly rates, revised summary sheet, and revised fee spreadsheets shall replace the previously approved Appendix B in its entirety.

Amendment No. 2 shall increase the maximum-not-to-exceed amount a sum of **$74,875** from $1,200,585 to $1,275,460.

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, OWNER and Garver have executed this Amendment effective as of the date last written below.

CITY OF FAYETTEVILLE	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Ronald S. Petrie *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: 5/31/2024
Attest: _____	Attest: Zach Moore

AMENDMENT NO. 2

APPENDIX A – SCOPE OF SERVICES

The following Appendix A - Scope of Services for Amendment No. 2 shall replace the entire previously approved Appendix A – Scope of Services.

1. General

The scope of services for this project previously included surveying, environmental (NEPA documentation), design, and bidding services for improvements to School Avenue between MLK, Jr. Boulevard and 15th Street and College Avenue between North Street and Township Street. Improvements were planned to consist primarily of enhancements to pedestrian & bicycle infrastructure, landscaping, signalization, drainage improvements as necessary, watershed BMPs, utility relocations, and access control improvements for 1.82 miles of the School/College Avenue corridor and the portion of Poplar Street from College Avenue to Green Acres Road. Improvements to the corridor will be consistent with the items identified in the 2021 School & College Avenues Programming document.

Generally, Amendment No. 2 reallocates the previously approved scope of services and associated fees of certain project phases to services that were previously excluded as further described below:

- For the School Avenue segment between MLK, Jr. Boulevard and 15th Street, the amended scope of services includes surveying and design of the geometric improvements to the School Avenue and 15th Street intersection improvements in sufficient detail to allow ARDOT to use for improvements associated with a separate project. All previously approved scope of services for this corridor segment are hereby removed from the project.
- For the College Avenue segment starting just to the north of the Sycamore Street intersection and extending to Township Street, the amended scope of services includes surveying and the preparation of conceptual (30%) construction plans of the planned improvements. All previously approved scope of services for this corridor segment are hereby removed from the project.
- For the College Avenue segment from North Street to Sycamore Street, the amended scope of services includes all previously approved scope of services plus the following additional items:
    - Preparation of Right-of-Way and easement acquisition documents for up to 22 parcels.
    - Preparation of separate construction drawings for the portion of improvements adjacent to the VA Hospital property.
    - Preparation of a Maintenance of Traffic Plan for the Water/Sewer improvements designed by others including temporary traffic signal phasing plans.
    - Additional time to meet with adjacent property owners.
    - Additional time for intersection grading and layout plans.
    - Additional time for Utility relocation coordination including water/sewer.
    - Construction rebid for project segment with revised plans.
    - Construction Phase Services.

1. Surveys *(No Amendment No. 2 changes to the previous scope of work)*

1.1. Design Surveys

Garver will utilize the previously performed LIDAR survey for designing the project. The LIDAR survey included sufficient topography for modeling the existing ground, buildings & other structures, streets, trees, visible utilities, and parking lots.

Garver will conduct additional field surveys along the project site as appropriate for locating underground utilities marked by their owners and/or representatives and any other pertinent drainage infrastructure that may be present at and/or along the project site. For the portion of the project between North Street and Township Street, Garver will utilize a survey provided by the City for the field location of utilities. Garver will establish control points for use during construction.

1.2. Property Surveys

Garver will locate existing monumentation representing right of way and/or easements based on record data which will be provided by an abstractor under a subconsultant agreement with Garver for the portion of the project between North Street and Sycamore Street. For the remaining portion of the project, Garver will utilize City data and as-built plans to establish the existing right-of-way.

2. Geotechnical Services *(No Amendment No. 2 changes to the previous scope of work)*

Geotechnical is not anticipated for the completion of the project and not included in this scope of services.

3. Coordination *(No Amendment No. 2 changes to the previous scope of work)*

Garver will furnish plans to all known utility owners potentially affected by the project at preliminary & final stages of development. Garver will conduct individual coordination meetings as necessary among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations including the possibility of placing overhead utilities underground. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

Garver will furnish both preliminary and final plans to the following agencies depending on the specific project regulatory requirements: ARDOT, ADEQ, COE, USFWS, and Department of Arkansas Heritage for their review and comment.

In addition to the coordination meetings with the City and other regulatory agencies, the following public meetings will be prepared for and attended:

- Two (2) public involvement meetings
- Two (2) Transportation Committee meetings
- One (1) Active Transportation Committee meeting
- One (1) Arts Council meeting
- Individual Stakeholder meetings as necessary

4. Environmental Services *(No Amendment No. 2 changes to the previous scope of work)*

4.1. Environmental Services

Garver will prepare a small site construction Stormwater Pollution Prevention Plan (SWPPP) in accordance with DEQ standards for each of the three projects defined in this scope of services. Construction site notices of coverage for the three projects will be obtained. Preparation of the SWPPP includes reviews, addressing comments, and refinement of the SWPPP design sheets produced by the engineer to meet DEQ standard requirements for site plans.

A Short-Term Activity Authorization (STAA) is required by DEQ for any project that might cause a violation of Arkansas water quality standards. Garver will complete the STAA request, which includes crossing location(s), point of contact, acreage of disturbance, schedule, and work to be performed. Garver will coordinate the issuance of a STAA with DEQ for one stream crossing. Garver will pay the required fee, which is $150 per stream crossing and seek reimbursement from the Client.

Garver will perform wetland delineations for the portion of the project between North Street and Green Acres Road and also the area for the Nationwide Permit. Garver will work with the US Army Corps of Engineers to obtain a Section 404 Nationwide permit(s) for projects defined in this scope of services that require such permitting. An Individual permit and mitigation planning are not anticipated.

4.2. Environmental Services (Federal/State Funded Project Only)

Preliminary environmental data associated with the proposed project area will be collected to assess impacts to the social, economic, and natural environments. Data related to the following impact areas should be included:

1. Air Quality
2. Cultural Resources
3. Economic
4. Endangered Species
5. Environmental Justice/Title VI
6. Fish and Wildlife
7. Floodplains
8. Forest Service Property
9. Hazardous Materials/Landfills
10. Land Use
11. Migratory Birds
12. Navigation/Coast Guard
13. Noise Levels
14. Prime Farmland
15. Protected Waters
16. Public Recreation Lands
17. Public Water Supply/WHPA
18. Relocatees
19. Section 4(f)/6(f)
20. Social
21. Underground Storage Tanks
22. Visual
23. Streams
24. Water Quality
25. Wetlands
26. Wildlife Refuges

Preliminary environmental data collection is part of the initial scope of work's justification of costs and fees.

4.2.1. Environmental Constraints Map

1. All environmental data collected will be transferred to appropriately scaled aerial photographs and/or overlaid on the design plans to produce a map that indicates all known environmentally sensitive areas and other constraints prior to submittal of 30% plans. The approved map will be the basis for avoidance and minimization of environmental impacts during the design process and notations on the plans for restraining conditions on the Contractor, in accordance with Section 107.10 of the Standard Specifications for Highway Construction. Contract Special Provisions will be developed as necessary to provide protection for environmentally sensitive areas or features and to provide guidance to the Contractor.
2. Constraints Mapping shall include an on-site survey level of site reconnaissance to verify desktop-collected data. A Constraints Memo shall be developed that summarizes the results of mapping and data collection, and shall include avoidance recommendations.

4.2.2. Special Studies and Agency Coordination

1. Conduct a wetland delineation including GPS mapping of potentially jurisdictional aquatic features within the study area.
2. Conduct a Phase I Cultural Resources Survey including archaeological and historic resources. If any additional analyses or data collection are needed beyond a Phase I Cultural Resources survey, this service will be added through a supplemental agreement.
3. A Request for Technical Assistance (RTA) regarding buildings and structures 45 years or older that need to be included in the Constraints Mapping will be submitted to the Arkansas Department of Parks, Heritage, and Tourism (ADPHT) with the results of the Phase I Cultural Resources Survey. Any buildings or structures listed in the National Register of Historic Places (NRHP) or determined eligible for listing through SHPO review of the RTA will be displayed on the constraints maps.
4. Agency coordination shall include the US Army Corps of Engineers (USACE), US Fish and Wildlife Service (USFWS), Arkansas Division of Environmental Quality (DEQ), ADPHT, Arkansas Department of Health (ADH), and City of Fayetteville staff.
5. Prepare and submit Tribal consultation letters to ARDOT and FHWA for consultation with the appropriate Tribes.
6. Hazardous materials database review.

4.2.3. Location and/or Design Alternatives

1. Review conceptual design of all location and/or design alternatives, which will include but not be limited to major drainage structures and construction techniques. Development of the alternatives shall include early and continuous coordination with the design team, Client, and appropriate resource agencies, if necessary. Electronic copies of the design shall be furnished to the Client in Bentley MicroStation "DGN" format. One alternative will be described in the Categorical Exclusion.
2. The Consultant shall work to avoid and/or minimize environmental impacts, as appropriate. If impacts cannot be avoided, then the impacts shall be minimized. Mitigation for impacts should occur as a last option.
3. Reasonable and feasible alternatives shall be submitted for review by the Client and a determination will be made as it pertains to impacts consistent with a Categorical Exclusion.

4.2.4. Environmental Public Involvement

1. Coordinate with the Client and ARDOT on timing of the virtual meeting or in-person meeting.
2. Prepare public involvement virtual displays and website creation for review by the Client and ARDOT.
3. All coordination necessary for a virtual public meeting including:
    a. Publishing the virtual public meeting website and meeting materials.
    b. Publish and pay for public notices and including newspaper display adds.
    c. Provide Spanish translation for the virtual public meeting website and outreach materials.
4. Prepare a synopsis of the public meeting; review and respond to public comments as needed; and submit Title VI report.

4.2.5. Environmental Document

1. Prepare a Tier 3 Categorical Exclusion (CE) that will meet ARDOT and Federal Highway Administration (FHWA) standards in accordance with the National Environmental Policy Act (NEPA).
2. Submit draft environmental documents in electronic format, submitting the document in Word and pdf forms for review by the Client and ARDOT.
3. Perform alterations necessary to respond to comments made in the Client and ARDOT reviews.
4. Submit final drafts to the Client, then ARDOT for FHWA review/approval.
5. An electronic copy of the approved environmental document in pdf form will be provided to the Client.

4.2.6. Construction Plan Review, Special Provisions, and Permitting

1. Coordinate and obtain appropriate federal and state permits and clearances (Section 106, Section 404, Section 401, STAA, Section 7, etc.) necessary for environmental clearance and to construct the proposed project in compliance design procedures.
2. Prepare special provisions related to environmental commitments and protection.
3. If an Individual Section 404 permit and mitigation planning is required, these services can be performed under a supplemental agreement.
4. Prepare and complete coordination with DEQ regarding approval of a construction stormwater pollution prevention plan.

(NOTE: Close coordination should be maintained with the Environmental Division to ensure that all aspects of the environmental process meet the Department approval. This includes approval of deliverables and dates of delivery for each task).

5. Landscape Architecture and Lighting

Amendment No. 2 removes Landscape Architecture and Lighting from the scope of services of all sections of School Avenue and all sections of College Avenue except the portion between North Street to Sycamore Street. The following is to replace the previously approved Preliminary Design scope of services:

Garver will subcontract with RDG Planning & Design for Landscape Architecture and Lighting design for the segment of College Avenue between North Street and Sycamore Street. The specific scope for these services is included in the attached scope of services provided by RDG Planning & Design. These items shall be made a part of these Scope of Services.

6. Conceptual Design

Amendment No. 2 removes Conceptual Design from the scope of services of the School Avenue segment except as noted below. The following is to replace the previously approved Conceptual Design scope of services:

The conceptual design phase submittal will include separate construction plan sets for the segment of College Avenue between North Street to Sycamore Street, the segment of College Avenue between Sycamore Street and Green Acres Road, the segment of College Avenue between Green Acres Road to Township Street, and a conceptual drawing of the 15th Street and School Avenue intersection.

Plan sets will include typical sections, street plan & profiles, sidewalk/trail layouts, adjacent parking lot adjustments, drainage improvements, pavement markings, signal pole layouts, overhead utility relocation route alternative exhibit and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the City and the utility companies and developing an order of magnitude cost estimate for the project. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design is approved by the Owner in writing.

7. Preliminary Design

Amendment No. 2 removes Preliminary Design from the scope of services of all sections of School Avenue and all sections of College Avenue except the portion between North Street to Sycamore Street. The following is to replace the previously approved Preliminary Design scope of services:

Upon receiving written approval from City on Conceptual Design, Garver will begin Preliminary Design. In addition to the specific items listed in the Conceptual Design, the Preliminary Design phase submittal will include the layout for any necessary retaining walls.

In addition, an opinion of probable construction cost will be submitted with the Preliminary Phase submittal. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the Preliminary Design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

7.1. School Avenue Traffic Signal Improvements

Preliminary Design excluded from the scope of services for this project segment.

7.2. College Avenue North of Sycamore Street Traffic Signal Improvements

Preliminary Design excluded from the scope of services for this project segment.

7.3. College Avenue North Street to Sycamore Street Traffic Signal Improvements

Signalization and wheelchair ramp improvements as needed at the existing College Avenue signalized intersections at Evelyn Hills entrance (Memorial) and Sycamore Street.

8. Final Design

Amendment No. 2 removes Final Design from the scope of services of all sections of School Avenue and all sections of College Avenue except the portion between North Street to Sycamore Street and

adds scope of services for this specific section as listed below. The following is to replace the previously approved Final Design scope of services:

Once Garver receives written approval from Owner on Preliminary Design, Garver will begin Final Design only on the segment of College Avenue between North Street to Sycamore Street. During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. Garver will also make any needed plan changes as a result of special easement acquisition considerations and prepare the construction documents as required to advertise for bids. In addition, the following items will be included in the final design phase:

A. Garver will prepare separate plans for the portion of College Avenue within this segment adjacent to the Veteran's Administration facility property. It is anticipated that this portion will be completed at a future date utilizing in-house City construction crews.
B. Garver will coordinate with the City water/sewer relocation design consultant including plan review for the identification of potential conflicts with the roadway improvements.
C. Garver will prepare & modify the existing Maintenance of Traffic (MOT) Plan that includes the construction of the water/sewer improvements. The MOT plan will include temporary signal phasing plans.
D. Garver will modify property acquisition documents to include the water/sewer improvements designed by others.
E. Garver will include the following additional plan sheets in the construction drawings:
    a. Demolition Sheets
    b. General Site Layout and Survey Control Sheets
    c. MOT Plans for Water & Sewer relocations including temporary signal phasing
    d. Intersection Grading and Layout Sheets
F. Garver designers will meet with property owner(s) as directed by the City during property acquisition.

Garver will also prepare, submit, and coordinate approval of one Stormwater Pollution Prevention Plan (SWPPP) with ADEQ.

9. Property Acquisition Documents

Amendment No. 2 adds property acquisition document preparation that was previously excluded for the College Avenue section between North Street and Sycamore Street, as follows:

Garver will provide mapping as required for preparing Right of Way/Easement acquisition documents for the Owner's use in acquiring the property. Documentation will include individual tract maps with description of temporary and permanent acquisition for each property. The Owner will provide a standard easement acquisition document or "go-by" example for use by Garver. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 22 properties. Property acquisition document preparation will begin after receiving the Owner's comments from the Preliminary Design review.

10. Bidding Services

Amendment No. 2 reduces the number of project bids from three (3) to two (2) and adds in scope of services to make plan & specification revisions determined by the City to rebid the College Avenue portion between North Street to Sycamore Street. The following is to replace the previously approved Bidding scope of services:

During the bidding phase of the project, Garver will perform the following for a maximum of two (2) bids under this agreement:

A. Prepare and submit Advertisement for Bids for publication as directed by the Owner. Owner will pay advertising costs outside of this contract.
B. Plan & Specification revisions as determined by the City for one (1) project rebid.
C. Support the contract documents by preparing addenda as appropriate.
D. Participate in two (2) pre-bid meetings if necessary.
E. Attend the bid openings.
F. Prepare bid tabulations.
G. Evaluate bids and recommend award.
H. Prepare construction contracts.

11. Construction Phase Services

Amendment No. 2 adds Construction Phase Services for the segment of College Avenue between North Street and Sycamore Street, as follows:

During the construction phase of work, Garver will accomplish the following in accordance with ARDOT Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, Resident Engineer's Manual, and the plans, specifications, and other applicable FHWA and ARDOT procedures for the College Avenue segment from North Street to Sycamore Street (excludes water/sewer improvements designed by others):

A. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
B. Attend progress/coordination meetings with the Owner/Contractor.
C. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
D. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
E. Review the Contractor's progress payment requests based on contractor provided quantities of contract items accepted and Garver will make a recommendation to the Owner regarding payment. Pay Applications and Documentation to meet ARDOT requirements. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
F. Prepare and furnish a record survey and record drawings.
G. Provide part-time resident construction observation services for the 300-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 300-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.
H. When authorized by the Owner, prepare change orders for changes in the work from that

originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

I. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.'

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

A. Consult with and advise the Owner during the construction period.
B. Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
C. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
D. Maintain a project diary which will contain information pertinent to each site visit.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

12. Project Deliverables *(No Amendment No. 2 changes to the previous scope of work)*

The following will be submitted to the Owner, or others as indicated, by Garver:

A. Digital copy of the Environmental NEPA Document.
B. Public Involvement Exhibits.
C. Digital copy of the Conceptual Designs with opinion of probable construction cost.
D. Digital copy of the Preliminary Designs with opinion of probable construction cost.
E. Digital copy of the Preliminary Plans to each potentially affected utility company.
F. Digital copy of the Final Design with opinion of probable construction cost.
G. Three hard copies of the revised Final Design with opinion of probable construction cost.
H. Digital copy of the revised Final Plans to each potentially affected utility company.
I. Three hard copies of the Final Plans and Specifications to the Contractor.
J. Digital copies of the right-of-way and/or easement acquisition documents.
K. Electronic files as requested.

13. Extra Work *(No Amendment No. 2 changes to the previous scope of work)*

The following items are not included under this agreement but will be considered as extra work:

A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
B. Submittals or deliverables in addition to those listed herein.
C. Geotechnical Services including pavement design.
D. ARDOT Survey/Drawings.
E. Design of any utilities relocation other than for minor water and sewer adjustments.
F. Design of a new Sublett Creek Crossing of College Avenue.
G. Construction phase services.
H. Environmental Handling and Documentation beyond what is specified in the scope of services.

I. Development of a HEC-RAS and HEC-HMS models for Sublett Creek. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

14. Schedule *(No Amendment No. 2 changes to the previous scope of work)*

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Surveys – Utilities and Property	75 days from Notice to Proceed
NEPA Documentation (Project portion with State/Federal Funds only)	150 days from Notice to Proceed
Conceptual Design	120 days from Notice to Proceed
Preliminary Design	90 days from approval of Conceptual Design
Final Design	60 days from approval of Preliminary Design
Property Acquisition Documents	60 days from approval of Final Design

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

TOTAL FEE SUMMARY

Title I Service	Original Estimated Fees	Amendment No.1 Estimated Fees	Amendment No.2 Fee Adjustments	Total Estimated Fees
Programming	$ 224,350.00	$ (19,200.00)	$ -	$ 205,150.00
School Avenue (MLK Jr. Blvd. to 15th Street)	$ -	$ 306,660.00	$ (292,020.00)	$ 14,640.00
College Avenue (North St. to Sycamore St.)	$ -	$ 457,965.00	$ 286,685.00	$ 744,650.00
College Avenue (Sycamore St. to Township St.)	$ -	$ 230,810.00	$ (134,040.00)	$ 96,770.00
Subtotal for Title I Service	**$ 224,350.00**	**$ 976,235.00**	**$ (139,375.00)**	**$ 1,061,210.00**

Title II Service	Original Estimated Fees	Amendment No.1 Estimated Fees	Amendment No.2 Fee Adjustments	Total Estimated Fees
CE&I College Avenue (North St. to Sycamore St.)	$ -	$ -	$ 244,250.00	$ 244,250.00
Subtotal for Title II Service	**$ -**	**$ -**	**$ 244,250.00**	**$ 244,250.00**
GARVER CREDIT - PROJECT MANAGER CHANGE			**$ (30,000.00)**	**$ (30,000.00)**
PROJECT FEE TOTALS	**$ 224,350.00**	**$ 976,235.00**	**$ 74,875.00**	**$ 1,275,460.00**

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City of Fayetteville
School/College Avenue Corridor Improvements

FEE SUMMARY - SCHOOL AVENUE (MLK JR. BLVD. TO 15TH ST.)

Title I Service	Amendment No. 1 Estimated Fees		Amendment No. 2 Adjusted Fees		TOTAL ADJUSTMENTS
Utility Locates (ARKUPS)		$ 7,520.00		$ 190.00	$ (7,330.00)
Property Title (WACO)		$ -		$ -	$ -
Surveying		$ 25,800.00		$ 6,160.00	$ (19,640.00)
Environmental		$ 2,850.00		$ 180.00	$ (2,670.00)
Design Meetings		$ 26,670.00		$ 2,150.00	$ (24,520.00)
Garver	$ 13,300.00		$ 2,150.00		
RDG	$ 13,370.00		$ -		
Conceptual Design		$ 57,720.00		$ 5,100.00	$ (52,620.00)
Civil Engineering (Garver)	$ 32,970.00		$ 5,100.00		
Landscape Architecture, Lighting, Planning (RDG)	$ 24,750.00		$ -		
Signalization Design		$ 44,330.00		$ 860.00	$ (43,470.00)
Preliminary Design		$ 78,610.00		$ -	$ (78,610.00)
Civil Engineering (Garver)	$ 48,230.00		$ -		
Landscape Architecture, Lighting, Planning (RDG)	$ 30,380.00		$ -		
Final Design		$ 55,170.00		$ -	$ (55,170.00)
Civil Engineering (Garver)	$ 43,210.00		$ -		
Landscape Architecture (RDG)	$ 11,960.00		$ -		
Property Acquisition - (EXCLUDED)		$ -		$ -	$ -
Bidding		$ 7,990.00		$ -	$ (7,990.00)
Garver	$ 3,250.00		$ -		
RDG	$ 4,740.00		$ -		
Subtotal for School Avenue (MLK Jr. Blvd. to 15th Street)		**$ 306,660.00**		**$ 14,640.00**	**$ (292,020.00)**

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City of Fayetteville
School/College Avenue Corridor Improvements

SURVEYS - SCHOOL AVENUE (MLK JR. BLVD. TO 15TH STREET)

WORK TASK DESCRIPTION	E-3	S-5	S-4	S-3	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-2
	$160.00	$172.00	$130.00	$91.00	$208.00	$228.00	$105.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination		2					
Quality Control Review		2					
Submittals to Client							
Subtotal - Project Management	**0**	**4**	**0**	**0**	**0**	**0**	**0**
2. Topographic Survey							
Establish Horizontal and Vertical Control Points					2	8	
Utility Locates				6	8		7
Topographic Surveys							
Data Processing/Preparation			2				
Subtotal - Topographic Survey	**0**	**0**	**2**	**6**	**10**	**8**	**7**
3. Property Survey							
Survey Layout Map							
Property Surveys							
Establish Existing Right of way							
Data Processing/Preparation							
Subtotal - Property Survey	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Hours	**0**	**4**	**2**	**6**	**10**	**8**	**7**
Salary Costs	$0.00	$688.00	$260.00	$546.00	$2,080.00	$1,824.00	$735.00

SUBTOTAL - SALARIES:		**$6,133.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$7.00	
Survey Supplies	$0.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$27.00**
TOTAL FEE:		**$6,160.00**

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City of Fayetteville
School/College Avenue Corridor Improvements

ENVIRONMENTAL - SCHOOL AVENUE (MLK JR. BLVD. TO 15TH ST.)

WORK TASK DESCRIPTION	E-6	E-5	P-4	P-3	P-2	P-1	T-1	X-3	X-2
	$280.00	$228.00	$239.00	$209.00	$172.00	$137.00	$83.00	$123.00	$89.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management									
Administration and Coordination									
Quality Control Review									
Submittals to Client									
Subtotal - Project Management	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
2. Environmental									
SWPPP					1				
Subtotal - Environmental	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**
Hours	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**
Salary Costs	$0.00	$0.00	$0.00	$0.00	$172.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$172.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$8.00	
Postage/Freight/Courier	$0.00	
Permitting Fees (SWPPP)	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$8.00**
TOTAL FEE:		**$180.00**

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City of Fayetteville
School/College Avenue Corridor Improvements

DESIGN MEETINGS - SCHOOL AVENUE (MLK JR. BLVD. TO 15TH ST.)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-1	P-1	P-2
	$280.00	$187.00	$160.00	$114.00	$83.00	$137.00	$172.00
	hr	hr	hr	hr	hr	hr	hr
1. Public Involvement							
Kick-Off Meeting		1				1	
Progress Meetings							
Stakeholder Meetings (S. School- 11 property owner contacts)							
Review Meetings	2	3				5	
Transportation Committee Meetings (2 each)							
Arts Council Meetings (1 each)							
Public Involvement Meetings (2 each)							
Active Transportation Committee Meeting (1 each)							
Subtotal - Public Involvement	**2**	**4**	**0**	**0**	**0**	**6**	**0**
Hours	**2**	**4**	**0**	**0**	**0**	**6**	**0**
Salary Costs	$560.00	$748.00	$0.00	$0.00	$0.00	$822.00	$0.00

SUBTOTAL - SALARIES:		**$2,130.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$15.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$5.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$20.00**
SUBTOTAL:		**$2,150.00**
SUBCONSULTANTS FEE: (RDG Planning & Design)		**$0.00**
TOTAL FEE:		**$2,150.00**

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City of Fayetteville
School/College Avenue Corridor Improvements

CONCEPTUAL DESIGN - SCHOOL AVENUE (MLK JR. BLVD. TO 15TH ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$280.00	$228.00	$187.00	$160.00	$132.00	$114.00	$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	1						
Quality Control Review							
Subtotal - Project Management	**1**	**0**	**0**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Conceptual Plans							
Review ARDOT Intersection Plans	1		5				
15th Street Intersection Layout	1		6			7	3
Sidewalk/Parking Lot Layout Review							
Street Improvements - Plan & Profiles							
Driveways							
School Avenue Drainage Modifications							
Conceptual Pavement Markings							
Utility Relocation Route Alternatives							
Utility Companies Coordination							
Coordination with ARDOT			1				
Coordination with City	2		2				
Quantities							
Opinion of Probable Construction Cost							
Subtotal - Civil Engineering	**4**	**0**	**14**	**0**	**0**	**7**	**3**
Hours	**5**	**0**	**14**	**0**	**0**	**7**	**3**
Salary Costs	$1,400.00	$0.00	$2,618.00	$0.00	$0.00	$798.00	$249.00

SUBTOTAL - SALARIES:		**$5,065.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$30.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$5.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$35.00**
SUBTOTAL:		**$5,100.00**
RDG SUBCONSULTANTS FEE:		**$0.00**
TOTAL FEE:		**$5,100.00**

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City of Fayetteville
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SIGNALIZATION DESIGN - SCHOOL AVE (MLK JR. BLVD. TO 15TH ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$280.00	$228.00	$187.00	$160.00	$132.00	$114.00	$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination							
Quality Control Review							
Submittals to Client							
Subtotal - Project Management	**0**	**0**	**0**	**0**	**0**	**0**	**0**
2. Preliminary (1 Signal Mod, 1 HAWK Mod, 1 RRFB)							
Review of ARDOT 15th Street Signalization Plans	1		3				
Traffic Signal Notes							
Street Name Signs							
Signal Layout (Reference File) (Includes HAWK)							
60 Scale Sheets							
40 Scale Sheets							
Wiring Diagrams							
Charts Sheets							
Wheelchair Ramp Layout and Details							
RRFB Standard Details and Plan Sheet							
Summary of Quantities							
Conduit Capacity Calculations							
Plan Check							
Plan Submittal and Corrections							
Subtotal - Preliminary (1 Signal Mod, 1 HAWK Mod, 1 RRFB)	**1**	**0**	**3**	**0**	**0**	**0**	**0**
3. Final (1 Signal Mod, 1 HAWK Mod, 1 RRFB)							
Signal Plan Updates							
RRFBs Update							
Quantity Updates							
Special Provisions							
Construction Cost Estimate							
Plan Check							
Plan Submittal and Corrections							
Subtotal - Final (1 Signal Mod, 1 HAWK Mod, 1 RRFB)	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Hours	**1**	**0**	**3**	**0**	**0**	**0**	**0**
Salary Costs	$280.00	$0.00	$561.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$841.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$19.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$19.00**
TOTAL FEE:		**$860.00**

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City of Fayetteville
School/College Avenue Corridor Improvements

FEE SUMMARY - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

Title I Service	Amendment No. 1 Estimated Fees	Amendment No. 2 Adjusted Fees	TOTAL ADJUSTMENTS
Utility Locates (ARKUPS)	$ 2,000.00	$ -	$ (2,000.00)
Property Title (WACO)	$ 15,750.00	$ 7,500.00	$ (8,250.00)
Surveying	$ 85,550.00	$ 69,210.00	$ (16,340.00)
Environmental	$ 38,350.00	$ 28,300.00	$ (10,050.00)
Design Meetings	$ 33,060.00	$ 56,120.00	$ 23,060.00
Garver	$ 18,800.00	$ 34,900.00	
RDG	$ 14,260.00	$ 21,220.00	
Conceptual Design	$ 68,020.00	$ 53,600.00	$ (14,420.00)
Civil Engineering (Garver)	$ 41,600.00	$ 41,600.00	
Landscape Architecture, Lighting, Planning (RDG)	$ 26,420.00	$ 12,000.00	
Signalization Design	$ 44,330.00	$ 84,590.00	$ 40,260.00
Preliminary Design	$ 90,660.00	$ 118,810.00	$ 28,150.00
Civil Engineering (Garver)	$ 58,200.00	$ 109,530.00	
Landscape Architecture, Lighting, Planning (RDG)	$ 32,460.00	$ 9,280.00	
Final Design	$ 70,900.00	$ 308,520.00	$ 237,620.00
Civil Engineering (Garver)	$ 58,150.00	$ 256,520.00	
Landscape Architecture, Lighting, Planning (RDG)	$ 12,750.00	$ 52,000.00	
Bidding	$ 9,345.00	$ 18,000.00	$ 8,655.00
Garver	$ 4,340.00	$ 15,000.00	
RDG	$ 5,005.00	$ 3,000.00	
Subtotal for College Avenue (North St. to Sycamore St.)	**$ 457,965.00**	**$ 744,650.00**	**$ 286,685.00**

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City of Fayetteville
School/College Avenue Corridor Improvements

SURVEYS - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-3	S-5	S-4	S-3	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-2
	$160.00	$172.00	$130.00	$91.00	$208.00	$228.00	$105.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination		2					
Quality Control Review		2					
Submittals to Client		1	1				
Subtotal - Project Management	**0**	**5**	**1**	**0**	**0**	**0**	**0**
2. Topographic Survey							
Establish Horizontal and Vertical Control Points		2	2		2	8	
Utility Locates (New Utilities not in McClelland Survey)		2	2	4	4	16	
Topographic Surveys		1	1		2	8	
Data Processing/Preparation		2	20				20
Subtotal - Topographic Survey	**0**	**7**	**25**	**4**	**8**	**32**	**20**
3. Property Survey							
Survey Layout Map		4					
Property Surveys		10	10		20	105	
Establish Existing Right of way		4	8		12		
Data Processing/Preparation		30	80				
Subtotal - Property Survey	**0**	**48**	**98**	**0**	**32**	**105**	**0**
Hours	**0**	**60**	**124**	**4**	**40**	**137**	**20**
Salary Costs	$0.00	$10,320.00	$16,120.00	$364.00	$8,320.00	$31,236.00	$2,100.00

SUBTOTAL - SALARIES:		**$68,460.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$80.00	
Survey Supplies	$25.00	
Travel Costs	$645.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$750.00**
TOTAL FEE:		**$69,210.00**

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ENVIRONMENTAL - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-5	P-4	P-3	P-2	P-1	T-1	X-3	X-2
	$280.00	$228.00	$239.00	$209.00	$172.00	$137.00	$83.00	$123.00	$89.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management									
Administration and Coordination					1				
Quality Control Review			1		1				
Submittals to Client					1				
Subtotal - Project Management	**0**	**0**	**1**	**0**	**3**	**0**	**0**	**0**	**0**
2. Environmental									
Environmental Data Collection					2	6			
Constraints mapping					12	6			
Wetland delineation and report					2	8			
Noise study (NA)									
Agency and Tribal Coordination/letters					2	8			
Design Alternatives Coordination					2	2	2		
4(f) De minimis evaluation & coordination (NA)									
Tier 3 CE Environmental Document									
Draft CE preparation and submittal			1		6	10			
Revisions to CE draft					1	8			
Final CE preparation and submittal			1		2	8			
Construction Plan Review and Special Provisions					2	2	2		
SWPPP					2	8	2		
Subtotal - Environmental	**0**	**0**	**2**	**0**	**33**	**66**	**6**	**0**	**0**
3. Public Involvement									
Virtual public meeting preparation, websites (incl. Spanish), flyers, radio & newspaper ads			1		6	2		10	15
Coordination with Client and ARDOT			1		1	1		2	
PI synopsis			1		1	8		2	4
Subtotal - Public Involvement	**0**	**0**	**3**	**0**	**8**	**11**	**0**	**14**	**19**
Hours	**0**	**0**	**6**	**0**	**44**	**77**	**6**	**14**	**19**
Salary Costs	$0.00	$0.00	$1,434.00	$0.00	$7,568.00	$10,549.00	$498.00	$1,722.00	$1,691.00

SUBTOTAL - SALARIES:		**$23,462.00**	
DIRECT NON-LABOR EXPENSES			
Document Printing/Reproduction/Assembly	$60.00		
Postage/Freight/Courier	$18.00		
Legal Advertisements - Public Meeting Newspaper Ad	$500.00		
Permitting Fees (SWPPP)	$200.00		
Travel Costs	$60.00		
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$838.00**	
SUBTOTAL:		**$24,300.00**	
SUBCONSULTANTS FEE:		**$4,000.00**	Flat Earth - Cultural & Historic Resources
TOTAL FEE:		**$28,300.00**	

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School/College Avenue Corridor Improvements

DESIGN MEETINGS - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-1	P-1	P-2
	$280.00	$187.00	$160.00	$114.00	$83.00	$137.00	$172.00
	hr	hr	hr	hr	hr	hr	hr
1. Public Involvement							
Kick-Off Meeting	1	2				2	
Progress Meetings	3	4				4	
Stakeholder Meetings (N College 24 property owner contacts)	1	2				42	
Review Meetings	2	2				2	
Transportation Committee Meetings (2 each)	2	2		3	2	2	
Arts Council Meetings (1 each)	1	1				1	
Public Involvement Meetings (2 each)	3	6		6	3	15	
Active Transportation Committee Meeting (1 each)	1					1	
Subtotal - Public Involvement	**14**	**19**	**0**	**9**	**5**	**69**	**0**
Hours	**14**	**19**	**0**	**9**	**5**	**69**	**0**
Salary Costs	$3,920.00	$3,553.00	$0.00	$1,026.00	$415.00	$9,453.00	$0.00

SUBTOTAL - SALARIES:		**$18,367.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$400.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$33.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$433.00**
TOTAL FEE:		**$18,800.00**

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CONCEPTUAL DESIGN - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$280.00	$228.00	$187.00	$160.00	$132.00	$114.00	$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	8		8				
Quality Control Review	6		4				
Subtotal - Project Management	**14**	**0**	**12**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Conceptual Plans							
Base Plan Setup			4				3
Typical Sections	1		2			6	3
Sidewalk/Parking Lot Layout Review	2		6			3	
Street Improvements - Plan & Profiles	3		16			40	60
Driveways	1		3			3	2
College Avenue Drainage Modifications	1		4			12	4
Conceptual Pavement Markings	1		4			6	3
Utility Relocation Route Alternatives	2		8				3
Utility Companies Coordination	1		8				
Coordination with ARDOT	4		12				
Coordination with City	2		4				
Quantities			3			8	
Opinion of Probable Construction Cost	1		2			4	
Subtotal - Civil Engineering	**19**	**0**	**76**	**0**	**0**	**82**	**78**
Hours	**33**	**0**	**88**	**0**	**0**	**82**	**78**
Salary Costs	$9,240.00	$0.00	$16,456.00	$0.00	$0.00	$9,348.00	$6,474.00

SUBTOTAL - SALARIES:		**$41,518.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$62.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$20.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$82.00**
TOTAL FEE:		**$41,600.00**

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SIGNALIZATION DESIGN - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$303.00	$247.00	$203.00	$174.00	$143.00	$124.00	$90.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination			4				
Quality Control Review	8		10				
Submittals to Client			2				
Subtotal - Project Management	**8**	**0**	**16**	**0**	**0**	**0**	**0**
2. Preliminary (2 Signal Mod)							
Site Visit						4	
Traffic Signal Notes						2	
Street Name Signs					2	2	
Signal Layout (Reference File)			12		32	24	
60 Scale Sheets			4		14	16	
40 Scale Sheets			4		16	12	
Wiring Diagrams			2		8	10	
Charts Sheets			2		6	10	
Wheelchair Ramp Layout and Details	2		8		16	12	
Summary of Quantities	2		2		6	12	
Conduit Capacity Calculations			2			2	
Plan Check	10		10		8		
Plan Submittal and Corrections	1		2		12	12	
Subtotal - Preliminary (2 Signal Mod)	**15**	**0**	**48**	**0**	**120**	**118**	**0**
3. Final (2 Signal Mod)							
Signal Plan Updates			18		40	52	
Quantity Updates	4		8		12		
Special Provisions			4		8		
Construction Cost Estimate	4		4				
Plan Check	4		12				
Plan Submittal and Corrections	4		4		8	12	
Subtotal - Final (2 Signal Mod)	**16**	**0**	**50**	**0**	**68**	**64**	**0**
Hours	**39**	**0**	**114**	**0**	**188**	**182**	**0**
Salary Costs	$11,817.00	$0.00	$23,142.00	$0.00	$26,884.00	$22,568.00	$0.00

SUBTOTAL - SALARIES:		**$84,411.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$60.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$119.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$179.00**
TOTAL FEE:		**$84,590.00**

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PRELIMINARY DESIGN - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$303.00	$247.00	$203.00	$174.00	$143.00	$124.00	$90.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	8		8				
Quality Control Review	6		8				
Subtotal - Project Management	**14**	**0**	**16**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Preliminary Plans							
Typical Sections			2			3	2
Sidewalk/Parking Lot Layout & Grading	2		40			80	100
Street Plan & Profile Sheets	2		30			84	90
Driveways	1		20			36	40
Parking Lot Drainage Improvements			12			24	12
Pavement Marking/Street Signage Plans	2		6			8	12
Address City/ARDOT Review Comments	2		8			16	16
Coordination with Utility Companies	2		20				
Coordination with City	4		12				
Coordination with ARDOT	3		12				
Quantities			4			12	
Opinion of Probable Construction Cost	1		2			3	
Subtotal - Civil Engineering	**19**	**0**	**168**	**0**	**0**	**266**	**272**
3. Structural Engineering							
Retaining Wall Layout			5			20	12
Subtotal - Structural Engineering	**0**	**0**	**5**	**0**	**0**	**20**	**12**
Hours	**33**	**0**	**189**	**0**	**0**	**286**	**284**
Salary Costs	$9,999.00	$0.00	$38,367.00	$0.00	$0.00	$35,464.00	$25,560.00

SUBTOTAL - SALARIES:		**$109,390.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$100.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$40.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$140.00**
TOTAL FEE:		**$109,530.00**

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FINAL DESIGN - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$303.00	$247.00	$203.00	$174.00	$143.00	$124.00	$90.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	16		8				
Quality Control Review	8		10				
Subtotal - Project Management	**24**	**0**	**18**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Final Plans							
Typical Sections			4			6	8
General Sity Layout and Survey Control			8			12	20
Roadway Drainage Plan & Profile	4		20			28	20
Intersection Grading & Layout	4		14			28	20
Sidewalks/Parking Lot Layout & Grading	6		32			70	50
Street Plan & Profile Sheets	8		22			40	40
Driveways	6		24			36	20
Parking Lot Drainage	6		16			30	34
Pavement Markings & Signage Plans	4		8			16	12
Water & Sewer Coordination	10		24			20	8
MOT Plan for Street & Water/Sewer	10		22			30	40
VA Property Plans	6		16			36	50
Typical Details			4			6	8
Special Details	3		6			12	16
Erosion Control Plans			6			10	12
Address City/ARDOT Review Comments	4		12			20	12
Coordination with Utility Companies	12		36			22	
Coordination and Meetings with City	12		20			10	
Coordination with adjacent Property Owners	12		24			20	
Coordination with ARDOT	6		16			6	
Specifications/Contract Documents	2		18			10	
Quantities	4		10			16	
Opinion of Probable Construction Cost	2		6			8	
Plan Revisions after 1st Bid	6		20			30	26
Subtotal - Civil Engineering	**127**	**0**	**388**	**0**	**0**	**522**	**396**
3. Structural Engineering							
Retaining Wall Layout/Elevations	8		28			36	24
Retaining Wall Details	4		10			12	16
Retaining Wall Specifications	2		8			6	
Quantities	2		8			12	
Subtotal - Structural Engineering	**16**	**0**	**54**	**0**	**0**	**66**	**40**
Hours	**167**	**0**	**460**	**0**	**0**	**588**	**436**
Salary Costs	$50,601.00	$0.00	$93,380.00	$0.00	$0.00	$72,912.00	$39,240.00

SUBTOTAL - SALARIES:		**$256,133.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$155.00	
Travel Costs	$232.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$387.00**
TOTAL FEE:		**$256,520.00**

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City of Fayetteville
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BIDDING SERVICES - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-1
	$315.00	$211.00	$180.00	$129.00	$94.00
	hr	hr	hr	hr	hr
1. Civil Engineering					
Coordination with City Purchasing Division		12			
Addendums/Inquiries	2	24			
Coordination with ARDOT		8			
Pre-Bid Meeting	2	8			
Bid Opening	1	3			
Prepare bid tabulation - Not Applicable					
Evaluate bids and recommend award		3			
Prepare construction contracts		4			
Notice to Proceed		1			
Subtotal - Civil Engineering	**5**	**63**	**0**	**0**	**0**
Hours	**5**	**63**	**0**	**0**	**0**
Salary Costs	$1,575.00	$13,293.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$14,868.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$50.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$82.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$132.00**
TOTAL FEE:		**$15,000.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

FEE SUMMARY - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

Title I Service	Amendment No. 1 Estimated Fees	Amendment No. 2 Adjusted Fees	TOTAL ADJUSTMENTS
Utility Locates (ARKUPS)	$ 2,000.00	$ -	$ (2,000.00)
Property Title (WACO)	$ -	$ -	$ -
Surveying	$ 21,510.00	$ 13,020.00	$ (8,490.00)
Environmental	$ 6,250.00	$ 150.00	$ (6,100.00)
Design Meetings	$ 22,180.00	$ 4,400.00	$ (17,780.00)
Garver	$ 15,500.00	$ 4,400.00	
RDG	$ 6,680.00	$ -	
Conceptual Design	$ 45,640.00	$ 59,540.00	$ 13,900.00
Civil Engineering (Garver)	$ 33,260.00	$ 44,250.00	
Landscape Architecture, Lighting, Planning (RDG)	$ 12,380.00	$ 15,290.00	
Signalization Design	$ 22,990.00	$ 1,200.00	$ (21,790.00)
Preliminary Design	$ 59,380.00	$ 18,460.00	$ (40,920.00)
Civil Engineering (Garver)	$ 44,150.00	$ 18,460.00	
Landscape Architecture, Lighting, Planning (RDG)	$ 15,230.00	$ -	
Final Design	$ 45,275.00	$ -	$ (45,275.00)
Civil Engineering (Garver)	$ 39,300.00	$ -	
Landscape Architecture, Lighting, Planning (RDG)	$ 5,975.00	$ -	
Property Acquisition - (EXCLUDED)	$ -	$ -	$ -
Bidding	$ 5,585.00	$ -	$ (5,585.00)
Garver	$ 3,250.00	$ -	
RDG	$ 2,335.00	$ -	
Subtotal for College Avenue (Sycamore St. to Township St.)	**$ 230,810.00**	**$ 96,770.00**	**$ (134,040.00)**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

SURVEYS - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

WORK TASK DESCRIPTION	E-3	S-5	S-4	S-3	2-Man Crew (Survey)	2-Man Crew (GPS Survey)	T-2
	$160.00	$172.00	$130.00	$91.00	$208.00	$228.00	$105.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination		2					
Quality Control Review		2					
Submittals to Client		1	1				
Subtotal - Project Management	**0**	**5**	**1**	**0**	**0**	**0**	**0**
2. Topographic Survey							
Establish Horizontal and Vertical Control Points		2	2		2	8	
Utility Locates (New Utilities not in McClelland Survey)							
Topographic Surveys		1	1		2	7	
Data Processing/Preparation		2	10				9
Subtotal - Topographic Survey	**0**	**5**	**13**	**0**	**4**	**15**	**9**
3. Property Survey							
Survey Layout Map							
Property Surveys							
Establish Existing Right of way		4	8		12		
Data Processing/Preparation							
Subtotal - Property Survey	**0**	**4**	**8**	**0**	**12**	**0**	**0**
Hours	**0**	**14**	**22**	**0**	**16**	**15**	**9**
Salary Costs	$0.00	$2,408.00	$2,860.00	$0.00	$3,328.00	$3,420.00	$945.00

SUBTOTAL - SALARIES:		**$12,961.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$10.00	
Survey Supplies	$5.00	
Travel Costs	$44.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$59.00**
TOTAL FEE:		**$13,020.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

ENVIRONMENTAL - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

WORK TASK DESCRIPTION	E-6	E-5	P-4	P-3	P-2	P-1	T-1	X-3	X-2
	$280.00	$228.00	$239.00	$209.00	$172.00	$137.00	$83.00	$123.00	$89.00
	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management									
Administration and Coordination									
Quality Control Review									
Submittals to Client									
Subtotal - Project Management	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
2. Environmental									
Wetland delineation and report									
Environmental Permit Applications (404 NWP, STAA, SWPPP)						1			
Subtotal - Environmental	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Hours	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**
Salary Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$137.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$137.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$13.00	
Postage/Freight/Courier	$0.00	
Legal Advertisements - Public Meeting Newspaper Ad	$0.00	
Permitting Fees (NWP, SWPPP, STAA)	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$13.00**
TOTAL FEE:		**$150.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

DESIGN MEETINGS - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-1	T-1	P-1	P-2
	$280.00	$187.00	$160.00	$114.00	$83.00	$137.00	$172.00
	hr	hr	hr	hr	hr	hr	hr
1. Public Involvement							
Kick-Off Meeting	1	1				1	
Progress Meetings	1	0.5				2	
Stakeholder Meetings (S. School- 11 property owner contacts, N College 41 property owner contacts)		2				20	
Review Meetings							
Transportation Committee Meetings (2 each)							
Arts Council Meetings (1 each)							
Public Involvement Meetings (2 each)							
Active Transportation Committee Meeting (1 each)							
Subtotal - Public Involvement	**2**	**3.5**	**0**	**0**	**0**	**23**	**0**
Hours	**2**	**3.5**	**0**	**0**	**0**	**23**	**0**
Salary Costs	$560.00	$654.50	$0.00	$0.00	$0.00	$3,151.00	$0.00

SUBTOTAL - SALARIES:		**$4,365.50**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$24.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$10.50	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$34.50**
SUBTOTAL:		**$4,400.00**
SUBCONSULTANTS FEE: (RDG Planning & Design)		**$0.00**
TOTAL FEE:		**$4,400.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

CONCEPTUAL DESIGN - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$280.00	$228.00	$187.00	$160.00	$132.00	$114.00	$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	6		8				
Quality Control Review	5		4				
Subtotal - Project Management	**11**	**0**	**12**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Conceptual Plans							
Base Plan Setup			4				2
Typical Sections			2			6	2
Sidewalk/Parking Lot Layout Review	2		5			3	
Street Improvements - Plan & Profiles	2		24			80	60
Driveways	1		8			20	7
College Avenue Drainage Modifications	1		3			12	4
Conceptual Pavement Markings	1		4			5	3
Utility Relocation Route Alternatives	1		6				3
Utility Companies Coordination	1		6				
Coordination with City	2		4				
Quantities			3			6	
Opinion of Probable Construction Cost	1		2			4	
Subtotal - Civil Engineering	**12**	**0**	**71**	**0**	**0**	**136**	**81**
Hours	**23**	**0**	**83**	**0**	**0**	**136**	**81**
Salary Costs	$6,440.00	$0.00	$15,521.00	$0.00	$0.00	$15,504.00	$6,723.00

SUBTOTAL - SALARIES:		**$44,188.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$49.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$13.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$62.00**
TOTAL FEE:		**$44,250.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

SIGNALIZATION DESIGN - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$280.00	$228.00	$187.00	$160.00	$132.00	$114.00	$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination			1				
Quality Control Review							
Submittals to Client							
Subtotal - Project Management	**0**	**0**	**1**	**0**	**0**	**0**	**0**
2. Preliminary (1 New Signals, 1 RRFB)							
Site Visit						2	
Traffic Signal Notes							
Street Name Signs							
Signal Layout (Reference File)							
60 Scale Sheets							
40 Scale Sheets							
Wiring Diagrams							
Charts Sheets							
Wheelchair Ramp Layout and Details	0.5		1			3	
RRFBs							
Summary of Quantities							
Conduit Capacity Calculations							
Plan Check							
Plan Submittal and Corrections							
Subtotal - Preliminary (1 New Signals, 1 RRFB)	**0.5**	**0**	**1**	**0**	**0**	**5**	**0**
3. Final (1 New Signals, 1 RRFB)							
Signal Plan Updates							
RRFBs Update							
Quantity Updates							
Special Provisions							
Construction Cost Estimate							
Plan Check							
Plan Submittal and Corrections							
Subtotal - Final (1 New Signals, 1 RRFB)	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Hours	**0.5**	**0**	**2**	**0**	**0**	**5**	**0**
Salary Costs	$140.00	$0.00	$374.00	$0.00	$0.00	$570.00	$0.00

SUBTOTAL - SALARIES:		**$1,084.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$9.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$107.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$116.00**
TOTAL FEE:		**$1,200.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

PRELIMINARY DESIGN - COLLEGE AVENUE (SYCAMORE ST. TO TOWNSHIP ST.)

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	$280.00	$228.00	$187.00	$160.00	$132.00	$114.00	$83.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Administration and Coordination	2		2				
Quality Control Review	2		6				
Subtotal - Project Management	**4**	**0**	**8**	**0**	**0**	**0**	**0**
2. Civil Engineering							
Preliminary Plans							
Typical Sections			1			2	2
Sidewalk/Parking Lot Layout & Grading	1		10			24	18
Street Plan & Profile Sheets	1		10			24	18
Driveways							
Parking Lot Drainage Improvements							
College Ave. Drainage Modifications							
Pavement Marking/Street Signage Plans							
Address City/ARDOT Review Comments							
Coordination with Utility Companies			6				
Coordination with City	2		4				
Coordination with ARDOT							
Quantities							
Opinion of Probable Construction Cost							
Subtotal - Civil Engineering	**4**	**0**	**31**	**0**	**0**	**50**	**38**
Hours	**8**	**0**	**39**	**0**	**0**	**50**	**38**
Salary Costs	$2,240.00	$0.00	$7,293.00	$0.00	$0.00	$5,700.00	$3,154.00

SUBTOTAL - SALARIES:		**$18,387.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$50.00	
Postage/Freight/Courier	$0.00	
Travel Costs	$23.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$73.00**
TOTAL FEE:		**$18,460.00**

Appendix B - Amendment No. 2

City of Fayetteville
School/College Avenue Corridor Improvements

CONSTRUCTION PHASE SERVICES - COLLEGE AVENUE (NORTH ST. TO SYCAMORE ST.)

WORK TASK DESCRIPTION	E-6	E-4	E-2	E-1	C-3	C-2	C-1
	$315.00	$211.00	$149.00	$129.00	$178.00	$146.00	$113.00
	hr	hr	hr	hr	hr	hr	hr
1. Construction Engineering							
Preconstruction Meeting		2		2	3	2	
Utility Coordination		16		8			
Progress Meetings with Contractor/City (Monthly)	2	20		8	10		
Shop Drawings/Material Submittals - Roadway		30		30	10		
Coordination with Contractor/RFI Respones		24					
Review and Process Monthly Pay Requests per ARDOT procedures (12 months)	4	34		12	34		
Prepare and surbmit monthly progress reports per ARDOT procedures (12 months)		24					
On-Site Meetings	4	16		12			
Resident Construction Observation (10 month construction contract; 215 work days; avg. 4 hr/work day)					810	50	
Prepare Change Orders		12		8			
Final Project Inspection and Punchlist		4		4	6		
Record Drawings		4		8			
Construction Administration	12	16					
Subtotal - Construction Engineering	**22**	**202**	**0**	**92**	**873**	**52**	**0**
Hours	**22**	**202**	**0**	**92**	**873**	**52**	**0**
Salary Costs	$6,930.00	$42,622.00	$0.00	$11,868.00	$155,394.00	$7,592.00	$0.00

SUBTOTAL - SALARIES:		**$224,406.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$220.00	
SWPPP Permit Fees	$500.00	
Postage/Freight/Courier	$20.00	
Travel Costs	$3,854.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$4,594.00**
SUBTOTAL:		**$229,000.00**
RDG SUBCONSULTANTS FEE:		**$15,250.00**
TOTAL FEE:		**$244,250.00**

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of Contract Amendment #2 in the amount of $74,875.00 with Garver, LLC. to provide professional services for the design of the School/College Avenue Corridor Improvements Project and approval of a budget adjustment.

COUNCIL DATE: 8/6/2024

ITEM ID#: **2024-353**

Holly Black
7/11/2024 10:33 AM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2024624

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4702.860.7221-5860.02	74,875	-	46020	7221.1020	EX	Capital Prof Svcs - Engineering/Architectu
4702.860.7999-5899.00	(74,875)	-	46020	7999	EX	Unallocated - Budget
	-	-				
	-	-				
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City of Fayetteville Staff Review Form

2024-371

Item ID

8/6/2024

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

Matt Casey	7/17/2024	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of Change Order 1 with Benchmark Construction for the North Street Corridor Improvements Project Phase 1 which will increase the contract amount by $246,287.88 and the contract time by 60 days and approval of a budget adjustment.

Budget Impact:

4702.860.7223-5809.00	Street Project 2022 Bonds
Account Number	Fund
46020.7223	North St Garland to Mission
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,024,293.00
		Expenses (Actual+Encum)	$	841,710.84
		Available Budget	$	**182,582.16**
Does item have a direct cost?	Yes	Item Cost	$	246,287.88
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	246,288.00
		Remaining Budget	$	**182,582.28**

V20221130

Purchase Order Number: 2024-00000416

Previous Ordinance or Resolution # 87-24

Change Order Number: 1

Approval Date:

Original Contract Number: 2024-00000020

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO

MEETING OF AUGUST 6, 2024

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Casey, Engineering Design Manager

DATE: July 16, 2024

SUBJECT: **Approval of Change Order 1 with Benchmark Construction Company of NWA, INC. for the North Street Corridor Improvements Project**

RECOMMENDATION:
Staff recommends approval of Change Order 1 with Benchmark Construction for the North Street Corridor Improvements Project Phase 1 which will increase the contract amount by $246,287.88 and the contract time by 60 days.

BACKGROUND:
On March 5, 2024, the City Council approved a contract with Benchmark Construction of NWA, Inc. for the construction of this project. Construction began in April of 2024 and is scheduled for completion in September of 2024.

DISCUSSION:
The design for this project includes the widening of North Street on the east side of College Avenue. For the widening, the existing roadway was planned to be left in place to make use of the existing pavement structure. Unfortunately, during the construction, it has become apparent that the existing roadway structure is failing. With the steep grade of this roadway and the volume of traffic that it experiences, the poor structure will continue to fail despite the proposed asphalt overlay. Staff recommends that the existing asphalt, base and soil beneath be removed and replaced with stable materials.

BUDGET/STAFF IMPACT:
The roadway improvements are funded by the 2022 Transportation Bond Program Funds.

ACCOUNT	PROJECT	AMOUNT
4702.860.7223-5809.00	46020.7223	$ 246,287.88

Attachments:
Change Order 1
Budget Adjustment

CITY OF FAYETTEVILLE ARKANSAS

CHANGE ORDER

Contract Title: North Street Improvements - Phase I

Change Order No. 1 Date of Issuance July 16, 2024

To Contractor: Benchmark Construction Company of NWA, Inc. ORDINANCE/RESOLUTION:87-24

The Contract is changed as follows: Effective March 5, 2024

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
	8	Undercut and Backfill	150	CY	$59.27	894	$59.27	$ 8,890.50	$52,987.38
	10	Unclassified Excavation	700	CY	$25.59	905	$25.59	$ 17,913.00	$23,158.95
	13	Subgrade Preparation	434	SY	$6.66	1356	$6.66	$ 2,890.44	$9,030.96
	22	4" Thick Concrete Sidewalk (Width Varies, Includes Concrete Infill Area Between Curb and Sidewalk)	13	SY	$151.00	43.3	$151.00	$ 1,963.00	$6,538.30
	26	8" Thick Concrete Pavement (For Street Widening, Detail ST5)	177	SY	$96.41	1155.5	$96.41	$ 17,064.57	$111,401.76
	27	Concrete Driveway Aprons	39	SY	$103.92	49.1	$103.92	$ 4,052.88	$5,102.47
	72	Pavement Repair Demolition - Change Order #1	0	LS	$0.00	1	$1,992.00	-	$1,992.00
	73	Pavement Repair Subgrade Prep - Change Order #1	0	LS	$0.00	1	$134.67	-	$134.67
	74	Inlet Lid and Extension	0	EA	$0.00	1	$8,500.00	-	$8,500.00
	75	Traffic Control and Maintenance for Pavement Repair	0	LS	$0.00	1	$20,000.00	-	$20,000.00
	76	Existing Asphalt Removal for Pavement Repair	0	LS	$0.00	1	$40,760.00	-	$40,760.00
	77	Bonds, Insurance, etc. for Pavement Repair	0	LS	$0.00	1	$7,405.78	-	$7,405.78
	78	Install Owner Supplied Traffic Signal Control Cabinet	0	LS	$0.00	1	$4,709.00	-	$4,709.00
	79	Change Pole Base from Octagonal to Square	0	LS	$0.00	1	$2,341.00	-	$2,341.00
	80	Erosion Control - Change Order #1	0	LS	$0.00	1	$1,500.00	-	$1,500.00
	81	Roadway Construction Control - Change Order #1	0	LS	$0.00	1	$3,500.00	-	$3,500.00
							Summation of Cost	**52,774.39**	**$299,062.27**
							Net Cost for this Change Order		**$246,287.88**

Not valid until signed by the Owner

The original Contract Price was	**$**	**789,747.50**
Net change by previously authorized change orders	**$**	**-**
The Contract Price prior to this Change Order was	**$**	**789,747.50**
The Contract Price will be adjusted by		**$246,287.88**
The new Contract Price including this Change Order will be	**$**	**1,036,035.38**
The Contract Time(s) will be increased by	**60**	calendar days
Required dates of Completion as of the date of this Change Order therefore are:		
Substantial Completion		**11-Nov-24**
Final Completion		**11-Dec-24**

NOTE: This summary does not reflect changes in the Contract Price or Time(s) which have been authorized by Work Change Directives not incorporated in this or previous Change Orders.

BENCHMARK CONSTRUCTION COMPANY OF NWA, INC.

Stephen Smith — July 16, 2024

BY DATE

CITY OF FAYETTEVILLE

BY DATE

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2024	ENGINEERING (621)	
	Requestor: Matt Casey	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of Change Order 1 with Benchmark Construction for the North Street Corridor Improvements Project Phase 1 which will increase the contract amount by $246,287.88 and the contract time by 60 days and approval of a budget adjustment.

COUNCIL DATE: 8/6/2024

ITEM ID#: **2024-371**

Holly Black

7/16/2024 12:19 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2024624

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4702.860.7223-5809.00	246,288	-	46020	7223	EX	Improvements - Street
4702.860.7999-5899.00	(246,288)	-	46020	7999	EX	Unallocated - Budget
	-	-				
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