

City of Fayetteville Staff Review Form

2020-0538

Legistar File ID

July 21st, 2020

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

Matt Mihalevich

6/30/2020

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends award of Bid 20-51 and authorization of a contract with Diamond C Construction Company in the amount of \$148,928.05 and approval of a \$25,000 contingency for improvements to the Razorback Greenway tunnel under the Fulbright Expressway.

Budget Impact:

4470.800.8830-5420.00

Trail Maintenance

Account Number

Fund

02016.1901

(RTP) Tunnel Under Fulbright Expressway

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 174,400.00

Funds Obligated \$ -

Current Balance \$ 174,400.00

Does item have a cost? Yes

Item Cost \$ 173,928.05

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 471.95

V20180321

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

Previous Ordinance or Resolution # 31-19

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

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

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

Comments:



**MEETING OF JULY 21<sup>ST</sup>, 2020**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Terry Gulley, Transportation Services Director  
Chris Brown, City Engineer

**FROM:** Matt Mihalevich, Trails Coordinator

**DATE:** June 30<sup>th</sup>, 2020

**SUBJECT:** 2020-0538 – Razorback Greenway Fulbright Tunnel Improvements

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**RECOMMENDATION:**

Staff recommends award of Bid 20-51 and authorization of a contract with Diamond C Construction Company in the amount of \$148,928.05 and approval of a \$25,000 contingency for improvements to the Razorback Greenway tunnel under the Fulbright Expressway.

**BACKGROUND:**

A section of the Razorback Greenway passes under the Fulbright Expressway near Washington Regional Medical Center through a 10-foot-tall by 10-foot-wide concrete box culvert tunnel. This box culvert was constructed with the expressway for the flow of Scull Creek. In 2008, the eastern cell of the culvert was converted for pedestrian and bicycle use to safely pass under N. Futrall Dr., the Fulbright Expressway, and N. Shiloh Dr. The box culvert tunnel was originally constructed to convey water and not designed for a future trail. As a result, the tunnel is constantly wet and uncomfortable to trail users. Making the tunnel floor dry has been highly requested by citizens over the years.

In April of 2018, the City of Fayetteville applied for a grant to fund the improvements to the tunnel through the Recreational Trails Program as Resolution 86-18. The grant funding was approved in December of 2018 in the amount of \$88,000 and the revenue was recognized as Resolution 31-19.

**DISCUSSION:**

To create a dry and safer experience for users of the Razorback Greenway, city engineering staff has designed a new concrete floor to be placed through the entire 685-foot length of the tunnel to elevate the trail above the water flow. A side channel will be incorporated to carry the seeping water along the east edge to a storm drain on the north side where it will be routed to Scull Creek. The inside of the tunnel will also be painted as part of the project.

A flood study has been completed by staff engineer, Alan Pugh to comply with the Federal Emergency Management Agency (FEMA) requirements for adding the new floor to the tunnel. Steel plates will be installed on the southern side of the box culverts to create a bevel that will increase the hydraulic efficiency of the tunnel and offset the decrease in volume resulting by

adding the new concrete floor. All permits have been approved and the project is ready for construction.

Four bidders responded to the request for formal bids on June 23<sup>rd</sup>, 2020 and Diamond C Construction Company was the lowest responsive bidder at **\$148,928.05**. Engineering staff recommends awarding this contract to Diamond C Construction Company. The contract time is 60 days for final completion.

**BUDGET/STAFF IMPACT:**

The Recreational Trails Program grant will fund the \$88,000 of the construction cost. The remaining \$60,928.05 plus \$25,000 contingency has been budgeted through the trail development capital improvements program for trail maintenance.

**ATTACHMENTS:**

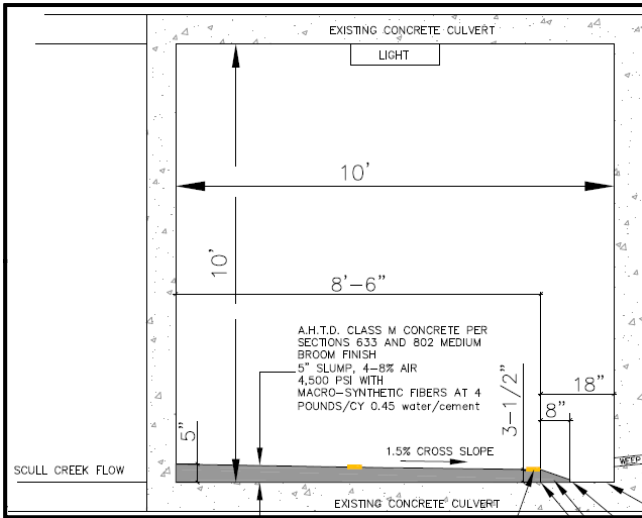
Fulbright Tunnel Improvements Map

Fulbright Tunnel Detail

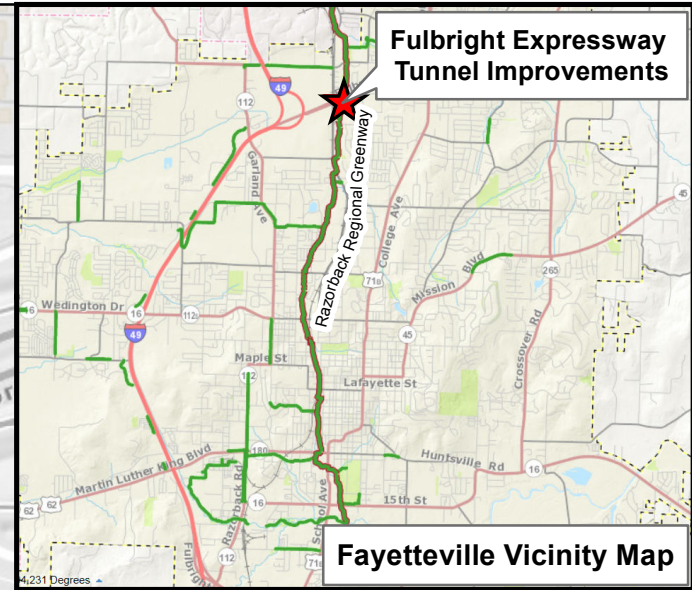
Bid 20-51 recommendation of award

Section 0500 Agreement signed by Diamond C Construction Company

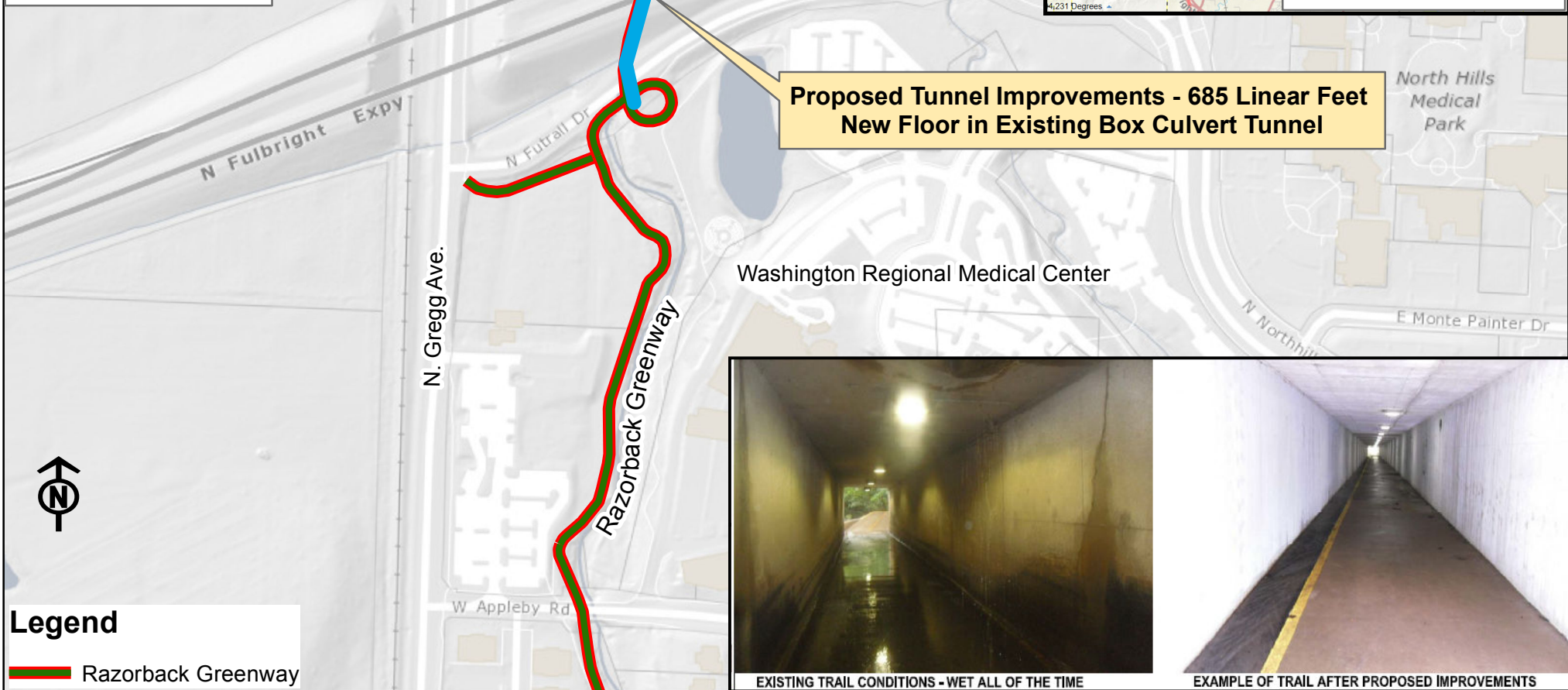
Diamond C Construction Company Submittal



**Proposed Tunnel Floor**



**Fayetteville Vicinity Map**



**Proposed Tunnel Improvements - 685 Linear Feet  
New Floor in Existing Box Culvert Tunnel**

**Legend**

Razorback Greenway

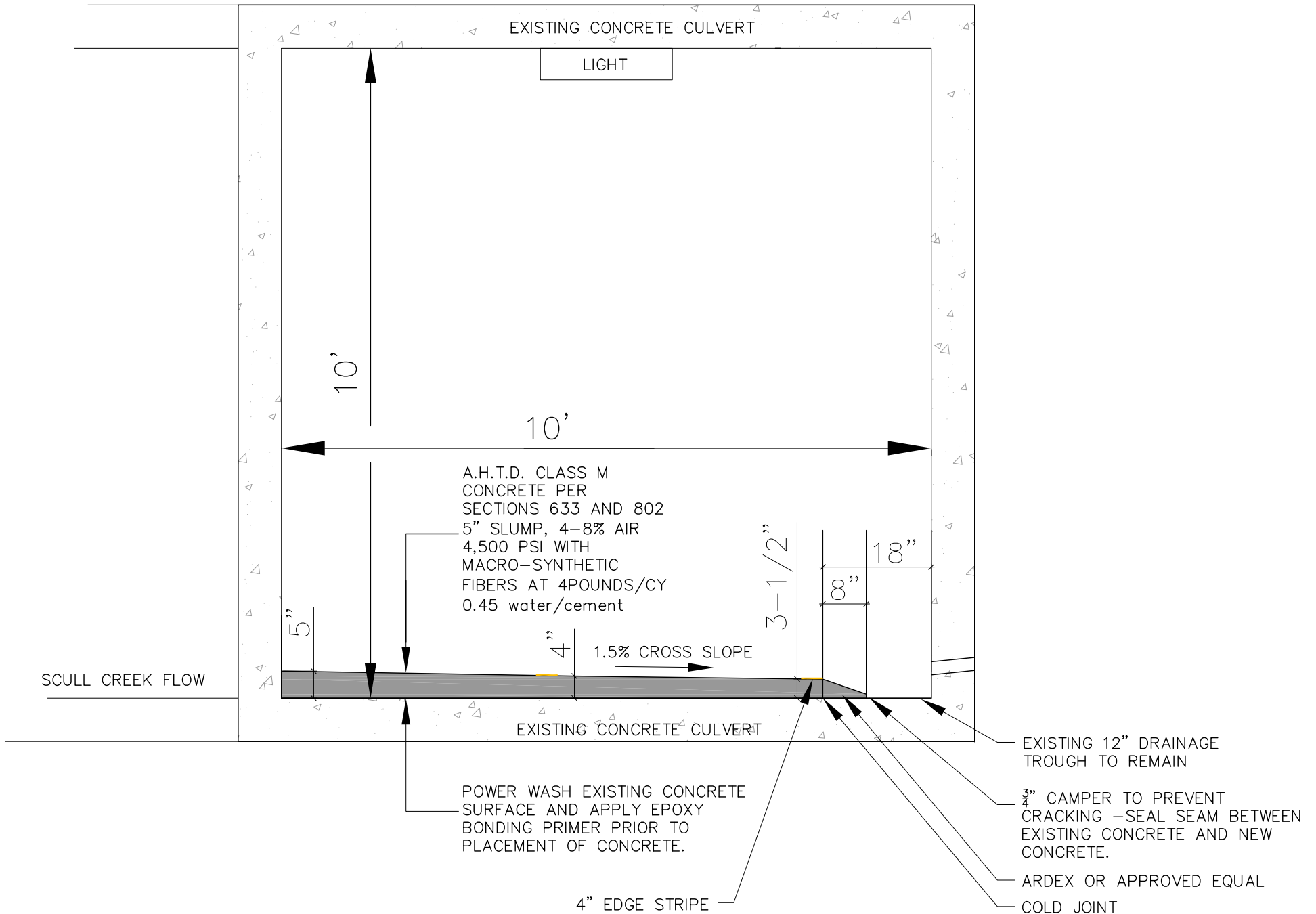


EXISTING TRAIL CONDITIONS - WET ALL OF THE TIME



EXAMPLE OF TRAIL AFTER PROPOSED IMPROVEMENTS

# FULBRIGHT EXPRESSWAY





## Bid 20-51, Construction - Tunnel Under Fulbright Expressway

						Benchmark		Crossland Heavy Contractors, Inc.		Diamond C Construction		Goodwin & Goodwin, Inc.			
						Construction of NWA, Inc.									
						Total Cost Selected # Selected (\$)		\$ 158,852.02		\$ 159,724.9		\$ 148,928.05		\$ 351,780.0	
								0		0		15		0	
						\$ 0		\$ 0		\$ 148,928.05		\$ 0			
#	Items	Item	Quantity	Re Spec	Unit of	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost		
1															
#1-1	1	MOBILIZATION (NOT TO EXCEED 5% OF TOTAL BID)	1	AHTD 601	LS	\$ 5,632.97	\$ 5,632.97	\$ 4,120.0	\$ 4,120.0	\$ 5,175.0	\$ 5,175.0	\$ 15,000.0	\$ 15,000.0		
#1-2	2	4,500 PSI CONCRETE TRAIL (FIBER REINFORCED)(FLOOR PRIMER)	80	SP - 2	CY	\$ 953.39	\$ 76,271.2	\$ 800	\$ 64,000.0	\$ 620.54	\$ 49,643.2	\$ 800	\$ 64,000.0		
#1-3	3	CEMENTATIOUS LEVELER (55# BAGS)	120	SP - 2	BAG	\$ 46.08	\$ 5,529.5999	\$ 140	\$ 16,800.0	\$ 76.0100	\$ 9,121.2	\$ 225	\$ 27,000.0		
#1-4	4	TRAIL TRAFFIC CONTROL DETOUR AND SIGNS	1	SP - 3 604	LS	\$ 4,390.0	\$ 4,390.0	\$ 1,700.0	\$ 1,700.0	\$ 7,130.0	\$ 7,130.0	\$ 8,000.0	\$ 8,000.0		
#1-5	5	REMOVAL AND DISPOSAL OF EXISTING CONCRETE TRAIL	40	AHTD 202	SY	\$ 48.75	\$ 1,950.0	\$ 25	\$ 1,000.0	\$ 89.13	\$ 3,565.2	\$ 75	\$ 3,000.0		
#1-6	6	1/4" COR-TEN STEEL PLATES AND ANCHORS (3 - 4'X10') (3 - 3'X11')	1	SP - 4	LS	\$ 10,020.0	\$ 10,020.0	\$ 21,500.0	\$ 21,500.0	\$ 11,500.0	\$ 11,500.0	\$ 135,000.0	\$ 135,000.0		
#1-7	7	18" DOMED DRAIN BASIN WITH 8" PVC INVERT	1	SP - 5	EA	\$ 1,850.0	\$ 1,850.0	\$ 4,000.0	\$ 4,000.0	\$ 2,185.0	\$ 2,185.0	\$ 4,000.0	\$ 4,000.0		
#1-8	8	8" SCH. 40 SEWER PIPE	88	SP - 5	LF	\$ 56.82	\$ 5,000.16	\$ 60	\$ 5,280.0	\$ 61.43	\$ 5,405.84	\$ 60	\$ 5,280.0		
#1-9	9	PIPE FOOTING & ANCHORS	1	SP - 5	LS	\$ 510	\$ 510	\$ 1,800.0	\$ 1,800.0	\$ 1,239.7	\$ 1,239.7	\$ 3,000.0	\$ 3,000.0		
#1-10	10	12" CONCRETE RETAINING WALL (PER ARDOT SI-2)	1	SP - 6 802	LS	\$ 1,640.0	\$ 1,640.0	\$ 3,150.0	\$ 3,150.0	\$ 1,137.35	\$ 1,137.35	\$ 10,000.0	\$ 10,000.0		
#1-11	11	TUNNEL WALL AND CEILING CLEANING & PAINTING (WHITE)	20558	SP - 7	SF	\$ 1.88	\$ 38,649.04	\$ 1.55	\$ 31,864.9	\$ 2.02	\$ 41,527.16	\$ 2.5	\$ 51,395.0		
#1-12	12	4" YELLOW PAINT (EDGE AND CENTER STRIPE)	635	AHTD 718	LF	\$ 2.03	\$ 1,289.05	\$ 2	\$ 1,270.0	\$ 1.82	\$ 1,155.7	\$ 3	\$ 1,905.0		
#1-13	13	SOLID SLAB SOD	80	AHTD 624	SY	\$ 4.75	\$ 380.0	\$ 5.5	\$ 440.0	\$ 14.38	\$ 1,150.4	\$ 15	\$ 1,200.0		
#1-14	14	EROSION CONROL	1	AHTD 621	LS	\$ 1,260.0	\$ 1,260.0	\$ 800	\$ 800	\$ 4,025.65	\$ 4,025.65	\$ 3,000.0	\$ 3,000.0		
#1-15	15	INSURANCE & BONDING	1	TERMS & C	LS	\$ 4,480.0	\$ 4,480.0	\$ 2,000.0	\$ 2,000.0	\$ 4,966.65	\$ 4,966.65	\$ 20,000.0	\$ 20,000.0		

# Bid 20-51, Construction - Tunnel Under Fulbright Expressway - Bid 20-51, Construction - Fulbright Expressway Tunnel Improvements

## Project Overview

Project Details	
Reference ID	Bid 20-51, Construction - Tunnel Under Fulbright Expressway
Project Name	Bid 20-51, Construction - Fulbright Expressway Tunnel Improvements
Project Owner	Andrea Foren
Project Type	ITB
Department	Purchasing
Certification of Funds	\$150,000.00
Project Description	The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals improvements to the Razorback Greenway tunnel under the Fulbright Expressway in northern Fayetteville. The project includes, but not limited to, the complete cleaning of the existing tunnel, placement of a new concrete floor through the entire length of the tunnel, adding storm drainage pipe and grate, and installing steel flood plates on south face of the box culvert.
Open Date	May 17, 2020 12:00 AM CDT
Close Date	Jun 23, 2020 2:00 PM CDT



Highest Scoring Supplier	Score
Diamond C Construction	100 pts

## Seal status

Requested Information	Unsealed on	Unsealed by
Bid Bond	Jun 23, 2020 2:05 PM CDT	Les McGaugh
Required Forms	Jun 23, 2020 2:05 PM CDT	Les McGaugh
Arkansas Contractors Licence Application #/ Date of Application	Jun 23, 2020 2:05 PM CDT	Les McGaugh
Arkansas Secretary of State Filing #	Jun 23, 2020 2:05 PM CDT	Les McGaugh
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.	Jun 23, 2020 2:05 PM CDT	Les McGaugh

## Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information





related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: \* has direct or indirect financial interest in the award of the contract to any proponent; \* is currently employed by, or is a consultant to or under contract to a proponent; \* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, \* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Les McGaugh	Jun 23, 2020 2:15 PM CDT	No



## Public Notices

No messages



# Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Diamond C Construction	Jun 23, 2020 11:45 AM CDT	Mike Cordeiro	mike@diamondconst.com	ODcwNTQ=
Crossland Heavy Contractors, Inc.	Jun 23, 2020 11:31 AM CDT	Kaylee Mann	kmann@heavycontractors.com	ODcwNTE=
Goodwin & Goodwin, Inc.	Jun 23, 2020 12:43 PM CDT	David Garcia	docryde@yahoo.com	ODcwODc=
Benchmark Construction of NWA, Inc.	Jun 24, 2020 11:05 AM CDT	Steve Smith	benchmarkconst@att.net	ODcyNTA=





# Scoring Summary

## Active Submissions

	Total	Certified Funds	Total Base Bid Price
Supplier	/ 100 pts	Pass/Fail	/ 100 pts
Diamond C Construction	100 pts	Pass	100 pts (\$148,928.05)
Benchmark Construction of NWA, Inc.	93.75 pts	Pass	93.75 pts (\$158,852.02)
Crossland Heavy Contractors, Inc.	93.24 pts	Pass	93.24 pts (\$159,724.90)
Goodwin & Goodwin, Inc.	42.34 pts	Fail	42.34 pts (\$351,780.00)

## Signatures

Name	Signatures
<b>Andrea Foren</b> (Project Owner)	<b>Andrea Foren</b>  Digitally signed by Andrea Foren Date: 2020.06.26 15:10:58 -05'00'
<b>Les McGaugh</b> (Evaluator)	<b>Les McGaugh</b>  Digitally signed by Les McGaugh Date: 2020.06.25 15:58:41 -05'00'

## **DOCUMENT 00500 – AGREEMENT**

### **BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: RAZORBACK GREENWAY TUNNEL IMPROVEMENTS

Contract No.: \_\_\_\_\_ (to be assigned after City Council approval)

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 by and between The **City of Fayetteville, Arkansas** and **Diamond C Construction Company** (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:

1. Mobilization/Demobilization
2. Trail detours
3. Cleaning of existing tunnel floor, walls and ceiling
4. Placement of concrete floor in tunnel and transitions
5. Installation of storm pipe and grate
6. Replacement of concrete trail where storm pipe crosses
7. Painting of Tunnel
8. Installation of steel flood plates on south end of the box culvert

### **ARTICLE 2 - ENGINEER**

2.01 The Project has been designed by the City of Fayetteville, 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.

**DOCUMENT 00500 – AGREEMENT (continued)**

**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 will be Substantially Completed within **30** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **60** 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 Two Hundred Dollars (\$200.00) 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 Two



**DOCUMENT 00500 – AGREEMENT (continued)**

Hundred Dollars (\$200.00) 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 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.

**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

**DOCUMENT 00500 – AGREEMENT (continued)**

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. 90% 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.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

**DOCUMENT 00500 – AGREEMENT (continued)**

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

**DOCUMENT 00500 – AGREEMENT (continued)**

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**DOCUMENT 00500 – AGREEMENT (continued)**

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

**ARTICLE 7 - CONTRACT DOCUMENTS**

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
  - 1. This Agreement.
  - 2. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed.
    - b. Contractor's Bid.
    - c. Documentation submitted by Contractor prior to Notice of Award.
  - 3. Performance, Payment, and other Bonds.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

**DOCUMENT 00500 – AGREEMENT (continued)**

7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with RAZORBACK GREENWAY TUNNEL IMPROVEMENTS
8. 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.

**DOCUMENT 00500 – AGREEMENT (continued)**

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.

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.



**DOCUMENT 00500 – AGREEMENT (continued)**

This Agreement will be effective on \_\_\_\_\_, 20\_\_, which is the  
Effective Date of the Agreement.

**SIGN HERE**

DIAMOND C CONSTRUCTION COMPANY

CITY OF FAYETTEVILLE

Name Written: Mike Cordeiro

Name Written: Lioneld Jordan

Signature: Mike Cordeiro

Signature: \_\_\_\_\_

Title: Pres.

Title: Mayor

(SEAL)

(SEAL)

Attest

Jackie Bader

Attest \_\_\_\_\_

**DOCUMENT 00500 – AGREEMENT (continued)**

Address for giving notices

Address for giving notices

1259 WEST MAIN P.O. BOX 803

113 W. Mountain Street

GENTRY, AR 72734

Fayetteville AR, 72701

License No. 0318010321

(attach evidence of authority to  
sign and resolution or other documents  
authorizing execution of Agreement)

Agent for Service of process  
  
\_\_\_\_\_

(If Contractor is a corporation,  
attach evidence of authority to  
sign.)

Approved As to Form:

By: \_\_\_\_\_

Attorney For: \_\_\_\_\_

END OF DOCUMENT 00500

**DOCUMENT 00400 –BID FORM**

Contract Name: RAZORBACK GREENWAY TUNNEL IMPROVEMENTS

Bid Number 20-51

BID TO:

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

BID FROM:

Bidder: DIAMOND C CONSTRUCTION  
1259 WEST MAIN P.O. BOX 803  
GENTRY, AR 72734

**ARTICLE 1 - INTENT**

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

**ARTICLE 2 - TERMS AND CONDITIONS**

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

**DOCUMENT 00400 –BID FORM (continued)**

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

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

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

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 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.

**DOCUMENT 00400 –BID FORM (continued)**

- 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.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any

**DOCUMENT 00400 –BID FORM (continued)**

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.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**DOCUMENT 00400 –BID FORM (continued)**

ITEM NO.	SPEC. REF	DESCRIPTION	UNIT	EST. QTY		Unit Price		Total
1	AHTD 601	MOBILIZATION (NOT TO EXCEED 5% OF TOTAL BID)	LS	1	X		=	
2	SP - 2	4,500 PSI CONCRETE TRAIL (FIBER REINFORCED)(FLOOR PRIMER)	CY	80	X		=	
3	SP - 2	CEMENTATIOUS LEVELER (55# BAGS)	BAG	120	X		=	
4	SP - 3 604	TRAIL TRAFFIC CONTROL DETOUR AND SIGNS	LS	1	X		=	
5	AHTD 202	REMOVAL AND DISPOSAL OF EXISTING CONCRETE TRAIL	SY	40	X		=	
6	SP - 4	1/4" COR-TEN STEEL PLATES AND ANCHORS (3 - 4'X10') (3 - 3'X11')	LS	1	X		=	
7	SP - 5	18" DOMED DRAIN BASIN WITH 8" PVC INVERT	EA	1	X		=	
8	SP - 5	8" SCH. 40 SEWER PIPE		88	X		=	
9	SP - 5	PIPE FOOTING & ANCHORS	LS	1	X		=	
10	SP - 6 802	12" CONCRETE RETAINING WALL (PER ARDOT SI-2)	LS	1	X		=	
11	SP - 7	TUNNEL WALL AND CEILING CLEANING & PAINTING (WHITE)	SF	20,558	X		=	
12	AHTD 718	4" YELLOW PAINT (EDGE AND CENTER STRIPE)	LF	635	X		=	
13	AHTD 624	SOLID SLAB SOD	SY	80	X		=	
14	AHTD 621	EROSION CONROL	LS	1	X		=	
15	TERMS & COND.	INSURANCE & BONDING	LS	1	X		=	
Total Base Bid \$								

This Form was  
Completed online  
in Bonfire

**TOTAL BID\***

\_\_\_\_\_ (\$ \_\_\_\_\_)  
Words Numbers

\*Total amount to complete project including all items listed above.

**Notice: All bidders shall submit the “Anti-Collusion and debarment certification” form with the bid.**



**DOCUMENT 00400 –BID FORM (continued)**

**ARTICLE 5 - CONTRACT TIMES**

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

**ARTICLE 6 - BID CONTENT**

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a bank cashier's check or a Bid Bond and in the amount of **SEVEN THOUSAND FOUR HUNDRED FORTY SIX DOLLARS & THIRTY SEVEN CENTS**Dollars (\$ 7,446.37 ).
  - B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

**ARTICLE 7 - COMMUNICATIONS**

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

**DIAMOND C CONSTRUCTION**

**1259 WEST MAIN P.O. BOX 803**

**GENTRY, AR 72734**

Phone No. **479-736-8801**

FAX No. **N/A**

**DOCUMENT 00400 –BID FORM (continued)**

**ARTICLE 8 - TERMINOLOGY**

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

SUBMITTED on 06/23, 20 20.

Arkansas State Contractor License No. 0318010321  
(Or date of application submitted for licensure)

Tax ID No. 36-4748572

DUNS No. 117156865

CAGE No. 8CT88

If Bidder is:

**An Individual**

Name (type or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**DOCUMENT 00400 – BID FORM (continued)**

**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.: \_\_\_\_\_

**A Corporation or LLC**

Corporation or LLC Name: **DIAMOND C CONSTRUCTION** (SEAL)

State of Incorporation: **ARKANSAS**

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

**GENERAL BUSINESS**

By: Mike Cordeiro

(Signature – attach evidence of authority to sign)

Name (type or printed): **MIKE CORDEIRO**

Title: **PRESIDENT**

(CORPORATE SEAL)

Attest: Jackie Bader

(Signature of Corporate Secretary)

Business address: **1259 WEST MAIN P.O. BOX 803**

**GENTRY, AR 72734**

Phone No.: **479-736-8801** FAX No.: **N/A**

END OF DOCUMENT 00400



**SPONSOR - 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 SPONSOR 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.



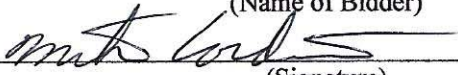
**SPONSOR - CITY OF FAYETTEVILLE**  
**SUPPLEMENT TO PROPOSAL**  
**ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**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
N/A		

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. 040741 F.A.P. No. <b>RTP-1302 (305)</b> 06/23/2020 (Date Executed)	<b>DIAMOND C CONSTRUCTION</b> (Name of Bidder)  (Signature) <b>PRESIDENT</b> (Title of Person Signing)
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The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of ARKANSAS )  
 County of BENTON )ss.

 , being duly sworn, deposes and says that he is

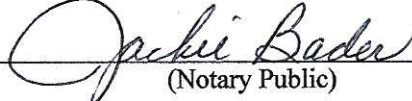
**PRESIDENT** of **DIAMOND C CONSTRUCTION**  
 (Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this 23 day of June, 2020.  
 My commission expires: 03/16/2030

(NOTARY SEAL)



  
 (Notary Public)

**SPONSOR - CITY OF FAYETTEVILLE**  
**SUPPLEMENT TO PROPOSAL**  
**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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.



**SPONSOR - CITY OF FAYETTEVILLE**  
**SUPPLEMENT TO PROPOSAL**  
**CERTIFICATION**

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

The bidder DIAMOND C CONSTRUCTION, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not X, 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 X, 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. 040741

DIAMOND C CONSTRUCTION

(Company)

F.A.P. NO. RTP-1302 (305)

By: *Mark Cordis*

(Signature)

06/23/2020

PRESIDENT

(Date Executed)

(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.