City of Fayetteville Staff Review Form

2021-0036

Legistar File ID

2/2/2021

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

Ted Jack	1/14/2021	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a contract with Electrical Resources Inc for installation of night sky friendly LED lighting at the Grinders Skatepark in Walker Park for $87,920.84 with a project contingency of $4,579.16 for a total cost of $92,500.

Budget Impact:

2250.520.9255-5806.00	Parks Develoment
Account Number	Fund
13001.2001	Walker Park Skateboard Park Lights
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	98,000.00
		Funds Obligated	$	4,500.00
		Current Balance	$	93,500.00
Does item have a cost?	Yes	Item Cost	$	87,920.84
Budget Adjustment Attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	5,579.16

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF FEBRUARY 2, 2021

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Ted Jack, Park Planning Superintendent

DATE: January 14, 2021

SUBJECT: **Approval of a contract with Electrical Resources Inc installation of night sky friendly LED lighting at the Grinders Skatepark in Walker Park for $87,920.84 and a project contingency of $4,579.16 for a total cost of $92,500.**

RECOMMENDATION:
Approval of a contract with Electrical Resources Inc installation of night sky friendly LED lighting at the Grinders Skatepark in Walker Park for $87,920.84 with a project contingency of $4,579.16 for a total cost of $92,500.

BACKGROUND:
The popular skateboard park has been used primarily by area youth who have frequently requested lighting. This contract will install the lighting which will be turned on by push button and turned off by timer.

DISCUSSION:
Engineering Elements PLLC, of Fayetteville, was the design consultant for this project, selected from RFQ 20-01, Selection #16. The project bid was within the initial staff estimates.

BUDGET/STAFF IMPACT:
Total project funding for this project in the CIP was $98,000. The construction bid and all other costs have come in within budget allowing for the $4,579.16 contingency. The LED lighting will cause a minor increase to electrical usage at Walker Park.

Attachments:
Staff Review Form
Electrical Resources, Inc. Contract/Bid Documents

THIS AGREEMENT is made this _____ day of _____, 2021, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Electrical Resources, Inc.** (Vendor or **Electrical Resources**), and

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **Electrical Resources** in consideration of their mutual covenants agree as follows:

Work performed by **Electrical Resources** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **Electrical Resources** shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:
    a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
        i. **Electrical Resources** Tax identification number (TIN) ending in 8145
        ii. **Electrical Resources** Arkansas Contractor License No. 0057780521
        iii. **Electrical Resources** Secretary of State Filing No. 100130181
    b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. **Appendix A**: Bid package identified as Bid 21-20, Construction – Walker Skate Park Lighting with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings and issued addenda.
        ii. **Appendix B**: **Electrical Resources** bid submittal
        iii. **Appendix C**: Bid 21-20, Recommendation for Award, inclusive of the bid tabulation
        iv. **Appendix D**: **Electrical Resources** Certificate of Insurance
        v. **Appendix E**: **Electrical Resources** 100% Performance and Payment Bonds
            1. **Appendix D and E** shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Electrical Resources**.

c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) Electrical Resources bid submittal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

   a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701

   b. Vendor: Electrical Resources, Inc., 278 N Vaughn Rd., Centerton, AR 72719

4. General Provisions:

   i. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Subsubcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

   ii. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

   iii. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.

   iv. WORKSITE VISIT: Vendor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

   v. Vendor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

      1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

   vi. COMPLIANCE WITH LAWS: Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

   vii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept

the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Vendor incurs costs or is delayed due to such loss or damage, Vendor may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

viii. Taxes and Permits: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
    1. Vendor shall pay applicable taxes and permit fees associated with the entire project.

ix. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.

x. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Vendor shall not unreasonably withhold consent to partial occupancy or use.

xi. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

xii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

xiii. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

xiv. Where figures are given, they shall be preferred to scaled dimensions.

xv. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Vendor shall perform the Work as though fully described on both. Vendor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.

xvi. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Vendor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.

xvii. DEBARMENT AND SUSPENSION: By execution of this agreement, Vendor certifies that to the best of its knowledge and belief that the Vendor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Vendor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.
6. Certifications for subcontracts or subsubcontracts executed under this agreement shall include all language in this section.

5. Definitions:

a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.

d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

e. "Cost of the Work" means the total costs and discounts charged to the City.

f. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.

g. "Day" means a calendar day unless otherwise specified.

h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.

j. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.

n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

o. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.

p. "Owner" is the City of Fayetteville, Arkansas (City).

q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

r. The "Parties" are collectively City and Vendor.

s. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.

t. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

u. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

w. A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

x. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.

y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

z. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

aa. "Worksite" means the area of the Project where the Work is to be performed.

bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

a. Before commencing the Work, Vendor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Vendor, and any visible conditions at the Worksite affecting the Work.

b. Should Vendor discover any errors, omissions, or inconsistencies in the Contract Documents, Vendor shall promptly report them to the City and Design Professional. Following receipt of written notice from Vendor of defects, City shall promptly inform Vendor what action, if any, Vendor shall take with regard to the defect.

c. Nothing in this section shall relieve VENDOR of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: Vendor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Vendor shall maintain a complete set of all books and records prepared or used by Vendor with respect to the Project. City shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Vendor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. Vendor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Vendor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Vendor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Vendor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Vendor's warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. Vendor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Vendor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Vendor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work

i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

ii. If Vendor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Vendor. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to City.

iii. Vendor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Vendor and allow Vendor an opportunity to correct the Work if Vendor elects to do so. If Vendor elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Vendor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Vendor, City shall promptly provide Vendor with an accounting of the actual correction costs.

iv. If Vendor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Vendor shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Vendor's other obligations under the Contract Documents.

vi. Before final payment, at City option and with Vendor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

a. SAFETY PROGRAMS: Vendor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Vendor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite

locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. VENDOR'S SAFETY REPRESENTATIVE: Vendor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Vendor in writing to City, Vendor's project superintendent shall serve as its safety representative. Vendor shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Vendor is required to file an accident report with a public authority, Vendor shall furnish a copy of the report to City.

c. Vendor shall provide City with copies of all notices required of Vendor by the Law. Vendor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
    i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Vendor, or anyone for whose acts Vendor may be liable, shall be promptly remedied by Vendor.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Vendor's safety program, may require Vendor to stop performance of the Work, take corrective measures satisfactory to City. If Vendor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Vendor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Vendor's compliance with City's reasonable request.

9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Vendor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
b. Vendor agrees not to subcontract Vendor at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

a. **Electrical Resources** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 21-20 as stated in **Electrical Resources** bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 21-20, all included herein as if spelled out word for word.

b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of $87,920.84 US Dollars.

c. The City of Fayetteville shall pay **Electrical Resources** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.

d. Payments will be made after approval and acceptance of work and submission of invoice Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or

other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.

e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.

f. Not to exceed pricing shall include but not be limited to:

1. Labor wages directly employed by Vendor in performing of the Work.

2. Salaries of Vendor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Vendor's standard personnel policy, insofar as such costs are paid to employees of Vendor who are included in the Cost of the Work.

4. Transportation, travel, hotel, and moving expenses of Vendor's personnel incurred in connection with the Work.

5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

6. Payments made by Vendor to Subcontractors for work performed under this Agreement.

7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Vendor.

8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Vendor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

9. Cost of the premiums for all insurance and surety, performance or payment bonds which Vendor is required to procure or deems necessary and approved by City.

10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Vendor is liable.

11. Permits, taxes, fees, licenses, tests, royalties.

12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.

14. Water, power, and fuel costs necessary for the Work.

15. Cost of removal of all nonhazardous substances, debris, and waste materials.

16. Costs incurred due to an emergency affecting the safety of persons or property.

17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Vendor's Fee, which are reasonably inferable from the Contract Documents.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Vendor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, VENDOR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by VENDOR to be set forth therein.

    i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against VENDOR or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, Electrical Resources shall provide a 100% separate performance and payment bond from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

    a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

    a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.

    b. Time is of the essence with regard to the obligations of the Contract Documents.

    c. Unless instructed by City in writing, Vendor shall not knowingly commence the Work before the effective date of Vendor's required insurance and bonds and formal written and signed Purchase Order issued by

the City of Fayetteville Purchasing Division.

d. Schedule of Work: Before submitting its first application for payment, Vendor shall submit to City and, if directed, Design Professional a Schedule of the Work showing the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Vendor shall comply with the approved Schedule of the Work or Vendor.
    i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Vendor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Vendor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Vendor may seek equitable adjustment.

e. NOTICE OF DELAY CLAIMS: If Vendor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Vendor shall give City written notice of the claim. If Vendor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

a. Vendor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Vendor shall promptly and accurately complete all items on the list.

b. When Substantial Completion of the Work or a designated portion is achieved, Vendor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Vendor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Vendor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Vendor in a mutually agreed upon timeframe.

14. Final Completion:

i. Upon notification from Vendor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

ii. When the Work is complete, Vendor shall prepare for City's written acceptance a final application for payment stating that to the best of Vendor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

iii. Final payment shall be made to Vendor within thirty (30) Days after Vendor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

iv. Final payment shall be due on Vendor's submission of the following to the City:

1. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

3. release of any liens, conditioned on final payment being received;

4. consent of any surety; and

5. any outstanding known and unreported accidents or injuries experienced by Vendor or its Subcontractors at the Worksite.

v. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Vendor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Vendor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

vi. ACCEPTANCE OF FINAL PAYMENT: Unless Vendor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

b. Electrical Resources shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).'*

ii. Electrical Resources shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

16. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

17. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

18. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing 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 VENDOR shall 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 photo coping costs pursuant to the FOIA may be assessed for this compliance.

19. Changes in Scope or Price: 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.

20. Insurance:

    a. Before starting the Work and as a condition precedent to payment, Vendor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Vendor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Vendor's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in Appendix D.

    b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

    c. Vendor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Vendor fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Vendor or terminate this Agreement.

    d. To the extent commercially available to Vendor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Vendor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the

Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Vendor shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.

ii. Unless otherwise directed in writing by City, before starting the Work, Electrical Resources shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Vendor, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Vendor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

2. damage resulting from defective design, workmanship, or material;

3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

6. physical loss resulting from Terrorism.

iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in

this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Vendor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

1. To the extent of the limits of Vendor's Commercial General Liability Insurance, Vendor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Vendor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Vendor to purchase and maintain additional liability coverage. Vendor shall provide:

i. Additional Insured. City shall be named as an additional insured on Vendor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Vendor, or those acting on Vendor's behalf, in the performance of Vendor's work for Owner at the Worksite. The insurance of the Vendor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

ii. OCP. Vendor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by VENDOR. Before commencing the

Work, Vendor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

i. ROYALTIES, PATENTS, AND COPYRIGHTS: Vendor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Vendor and incorporated in the Work. Vendor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

j. PROFESSIONAL LIABILITY INSURANCE: To the extent Vendor is required to procure design services, Vendor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Vendor's design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. Vendor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

21. Professional Responsibility: VENDOR will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to VENDOR any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so VENDOR can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of VENDOR.

22. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of VENDOR:

i. Provide full information as to the requirements for the Project.

ii. Assist Electrical Resources by placing at Electrical Resources disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist Electrical Resources in obtaining access to property reasonably necessary for Electrical Resources to perform its services.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by Electrical Resources and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to Electrical Resources in a timely manner.

vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

23. Cost Opinions and Projections: Cost opinions and projections prepared by the Electrical Resources relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on Electrical Resources experience, qualifications, and judgment as a Electrical Resources professional.

24. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

    a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. VENDOR shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

25. Termination:

    a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

        i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

        ii. An opportunity for consultation with the terminating party prior to termination.

    b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that VENDOR is given:

        i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

        ii. An opportunity for consultation with the terminating party prior to termination.

    c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

        i. No amount shall be allowed for anticipated profit on unperformed services or other work,

        ii. Any payment due to VENDOR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of VENDOR's default.

    d. If termination for default is effected by VENDOR, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to VENDOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by VENDOR relating to commitments which had become firm prior to the termination.

    e. Upon receipt of a termination action under Paragraphs above, VENDOR shall:

        i. Promptly discontinue all affected work (unless the notice directs otherwise),

        ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by VENDOR in performing this Agreement, whether completed or in process.

    f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

    g. If, after termination for failure of VENDOR to fulfill contractual obligations, it is determined that VENDOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

26. Delays

a. In the event the services of **Electrical Resources** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond VENDOR's reasonable control, VENDOR shall be entitled to additional compensation and time for reasonable documented costs incurred by VENDOR in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by VENDOR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits

a. **Electrical Resources** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and VENDOR which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or VENDOR in the performance of this Agreement, and disputes concerning payment.

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.

ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give VENDOR written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and VENDOR shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of VENDOR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

29. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **Electrical Resources** for services rendered by **Electrical Resources**. All parties agree if funding should become insufficient to complete the project, VENDOR shall be notified in a timely manner.

30. Publications:

a. Recognizing the importance of professional services on the part of VENDOR's employees and the importance of VENDOR's public relations, VENDOR may prepare publications, such as technical papers,

articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to VENDOR's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to VENDOR, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of VENDOR's activities pertaining to any such publication shall be for VENDOR's account.

31. Indemnification:

a. The CITY requires the VENDOR to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the VENDOR, or their employees, agents, Subcontractors, sub consultant and Suppliers of the VENDOR.

32. Ownership of Documents:

a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. Vendor may retain reproduced copies of drawings and copies of other documents.

b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by Vendor as part of the Services shall become the property of CITY OF FAYETTEVILLE when VENDOR has been compensated for all Services rendered, provided, however, that Vendor shall have the unrestricted right to their use. Vendor shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Vendor.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. Vendor makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

33. Additional Responsibilities of VENDOR:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

b. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by Vendor's negligent performance, except beyond the Vendor's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

c. Vendor's obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against VENDOR for faulty materials, equipment, or work.

34. Audit and Access to Records:

a. Vendor's shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. Vendor's shall also maintain the financial information and data used by Vendor's in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. VENDOR will provide proper facilities for such access and inspection.

c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

d. This right of access clause (with respect to financial records) applies to:

    i. Negotiated prime agreements

    ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement

    iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:

        1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of VENDOR;

        2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;

        3. If the sub agreement is terminated for default or for convenience.

35. Covenant Against Contingent Fees:

a. VENDOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by VENDOR for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

36. Gratuities:

a. If CITY OF FAYETTEVILLE finds after a notice and hearing that VENDOR or any of VENDOR agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to VENDOR terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF

FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

b. The CITY may pursue the same remedies against VENDOR as it could pursue in the event of a breach of the Agreement by VENDOR. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs VENDOR incurs in providing any such gratuities to any such officer or employee.

37. Clarification and Understanding of all parties:

a. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund this project.

b. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.

c. The VENDOR agrees to work with the City of Fayetteville to prominently display a bronze or comparable material plaque inside the Fayetteville Police Headquarters main lobby stating "The City of Fayetteville thanks the citizens and taxpayers of Fayetteville for their over $*XX* million investment for the *project name and year*". Wording shall be finalized with the CITY prior to procuring the plaque.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **Electrical Resources, Inc** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Lioneld Jordan, Mayor

ATTEST:

By:_____
Kara Paxton, City Clerk

Date Signed: _____

ELECTRICAL RESOURCES, INC.

By: [signature] PRESIDENT
James H. Milford, President

Date Signed: 1-14-21

Contract for Bid 21-20

Appendix A

City Bid Package

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8289
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 21-20, Construction – Walker Skate Park Lighting

Bid deadline, pre-bid meeting information, deadline for questions, addendums, and all other bid information will be posted to the City's online electronic bidding platform at http://fayetteville-ar.gov/bids.

Bid 21-20 Appendix A City's Bid Package

ACCEPTABLE DELIVERY METHODS:

(1) City's third-party electronic bidding platform, OR

(2) sealed and delivered directly to the City of Fayetteville as instructed

PURCHASING MANAGER: Andrea Foren, aforen@fayetteville-ar.gov, 479-575-8289

DATE OF ISSUE & ADVERTISEMENT: Sunday, 12/20/2020 & 12/27/2020

No late bids shall be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party bidding platform, Bonfire, or, (2) in a sealed envelope delivered to the designated drop box outside of City Hall, 113 W. Mountain St., Fayetteville, AR 72701. Submitting through Bonfire is strongly encouraged. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All interested parties can obtain files for this project by going to http://fayetteville-ar.gov/bids. Bid documents shall be acquired electronically from the City of Fayetteville Purchasing Division's electronic bidding platform only.

BID PACKAGE INCLUDES THE FOLLOWING FILES WHICH SHALL BE LISTED UNDER "PUBLIC FILES" ON BONFIRE:

FILE #01: BID & PROJECT MANUAL – **25 total pages**
FILE #02: DRAWINGS & SPECIFICATIONS – **02 Plan Sheets**

*Additional files added as addendums are issued. **ALL PROJECT DOCUMENTS & ADDENDUMS WILL BE POSTED AT** http://fayetteville-ar.gov/bids. Please see to the "Document Takers" section in replacement of a plan holder listing. *Bidders shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring http://fayetteville-ar.gov/bids. Failure to acknowledge addenda issued as instructed could result in bid rejection.*

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. 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.

☐ 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.
- Upload bid bond to Bonfire (preferred) OR attach bid bond with physical submittal. Cashier's Checks shall be submitted physically by the bid deadline.

☐ 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 electronic bidding software, OR by submitting a sealed bid at the City of Fayetteville, Purchasing Division address listed below. 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. All bid documents shall be delivered in a sealed envelope to the address listed below 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 bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain, Fayetteville, AR 72701

Bid 21-20 Appendix A City's Bid Package

☐ Additional Information Required:

- List of Subcontractors: Submit form on Bonfire or attach if submitting a physical bid
- AR Secretary of State Filing: _____ or submit on Bonfire
- Arkansas Contractor License#: _____ or submit on Bonfire
- 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 on Bonfire (preferred), OR circle applicable answer: YES *or* NO

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 21-20, Construction – Walker Skate Park Lighting

The City of Fayetteville is accepting package bids from properly licensed and authorized firms for work related to electrical lighting upgrades to Walker Skate Park, 10 W. 15th St., Fayetteville, AR 72701. All questions during the bidding process shall be addressed to Andrea Foren, City Purchasing Manager.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Tuesday, January 12, 2021 before 2:00 PM, local time** utilizing the electronic bidding software, OR by submitting a sealed bid at the City of Fayetteville, Purchasing Division address listed below. 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.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

A non-mandatory Pre-Bid meeting will be held **Tuesday, December 29, 2020 at 2:00 PM** virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. A one hundred percent (100%) performance and payment bond is required with the contract awarded. A State of Arkansas Contractor's License is required for all bidders and license shall be valid at the time of bid deadline.

In an effort to understand hardships our vendors and suppliers are facing in relation to the current COVID-19 situation, the Purchasing Division will take feedback from plan holders and interested parties to understand the current impact to vendors operations.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville
By: Andrea Foren, CPPO, CPPB
City Purchasing Manager
P: 479.575.8289 Email: aforen@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12.20.2020 & 12.27.2020

Bid 21-20
Appendix A
City's Bid Package

BID FORM

Contract Name: Construction – Walker Skate Park Lighting

Bid Number 21-20

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder: _____

_____

_____

Bid 21-20
Appendix A
City's Bid Package

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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.

Section 2 – Terms & Conditions:

2. 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 180 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 City's Notice of Award.

Section 3 – Bidder's Representations:

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
_____	_____
_____	_____
_____	_____
_____	_____

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 City 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 City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

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.

M.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Bid 21-20
Appendix A
City's Bid Package

Section 4 – Lump Sum Base Bid Price:

REFER TO THE CITY'S ELECTRONIC BIDDING PLATFORM FOR THIS SECTION OF THE BID FORM.

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond in the form of a corporate bid bond or cashier's check from a bank located in the State of Arkansas at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

Costs include a complete turn-key price for work indicated on drawings and in specifications provided by the Project Manual and Drawings/Specs plus any site restoration required to return the site to its original form. All improvements listed above shall include applicable shipping, sales tax, and any other costs incurred to the City of Fayetteville.

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands the City reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Bid 21-20
Appendix A
City's Bid Package

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within 90 calendar days from Notice to Proceed. Due to ordering lead time of equipment and parts for the project, the City intends to issue a Notice of Award, allowing the contractor to order materials, then proceed with a formal Notice to Proceed high lead time supplies and materials have been delivered.

B.) Liquidated damages shall be assessed in the amount of $500 per calendar day beginning with the first day after the final day calculated by the City for substantial completion.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Contractor: _____

Primary Contact: _____

Address: _____

Phone No.: _____

FAX No.: _____

Section 9 – List of Subcontractors

The undersigned submits the following makes of Subcontractors used in performing work for this project:

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value

Bid 21-20
Appendix A
City's Bid Package

Section 9 – Signature:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this _____ Date of _____, 20_____.

Arkansas State Contractor License No. _____.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____FAX No._____

OPTION 2: 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. _____

OPTION 3: A Corporation or LLC

Corporation Name: _____(SEAL)

Date of Incorporation: _____

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

By: _____

(Signature – attach evidence of authority to sign)

Bid 21-20
Appendix A
City's Bid Package

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Business address: _____

_____

Phone No.: _____FAX No.: _____

End of Section – Bid Form

Bid 21-20
Appendix A
City's Bid Package

1. SUBMISSION OF BID & BID EVALUATION:

   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

   c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

   d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

   e. Bidders shall have experience in providing products and/or services of the same or similar nature.

   f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

   g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

   h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

   i. Deductive Alternates:

      i. **BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE PRICING CAN RESULT IN BID BEING REJECTED.**

      ii. THE CITY INTENDS TO AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT PLUS 25%.

      iii. IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJCET, PLUS 25%, THE CITY WILL UTILIZE DEDUCTIVE ALTERNATES, IF APPLICABLE, IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.

      iv. IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS SHALL BE REJECTED.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract

Bid 21-20 Appendix A City's Bid Package

documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
b. The City of Fayetteville reserves the right to accept or reject any or all bids.
c. The City of Fayetteville reserves the right to cancel the entire bid.
d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled “Authority of City Employee to Contract with the City”.

b. All bidders shall promptly notify Andrea Foren, City Purchasing Manager, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder’s judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWL OF PROPOSAL:

Bid 21-20
Appendix A
City's Bid Package

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

Bid 21-20
Appendix A
City's Bid Package

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Bid 21-20 Appendix A City's Bid Package

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

Bid 21-20
Appendix A
City's Bid Package

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. All applicable sales tax shall be included in the bid price. s

c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information

Bid 21-20
Appendix A
City's Bid Package

must be received within five working days following the request.

h. NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8289) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Manager via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8289). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.

k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. <u>INVOICING:</u> All invoices shall be presented to the City with the minimum information listed below.

    a. City Department that ordered the materials or services
    b. Order Date
    c. Delivery date or the date of services
    d. Name of the City Employee that requested or picked up the goods, materials, or service
    e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

Bid 21-20 Appendix A City's Bid Package

PART ONE - DEFINITIONS

1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.

1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

Bid 21-20
Appendix A
City's Bid Package

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.

3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

Bid 21-20
Appendix A
City's Bid Package

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the

Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.

5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

6.1 The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

Bid 21-20
Appendix A
City's Bid Package

PART SEVEN - PRICES

7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.

7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.

7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

8.1 Bids are due as indicated in the Advertisement for Bids.

8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

8.4 Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.

8.5 Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.

8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.2 All names must be typed or printed in black ink below the signature.

9.3 The address and telephone number for communications regarding the Bid must be shown.

Bid 21-20
Appendix A
City's Bid Package

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND AND INSURANCE

11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, each equal to one hundred percent of the contract price.

11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached, and file marked by the Washington County Circuit Clerk.

11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being

Bid 21-20
Appendix A
City's Bid Package

notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

11.7 The Contractor shall maintain the following insurance throughout the term of the project until completed by the City:

- Builder's Risk Coverage
- General Liability Insurance, minimum $1,000,000 aggregate
- Worker's Compensation, as required by state law
- Automobile insurance

PART TWELVE - CONTRACT TIME

12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

Bid 21-20
Appendix A
City's Bid Package

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

16.1 A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of $20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain

evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.

18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

Bid 21-20
Appendix A
City's Bid Package

PART NINETEEN - OPENING OF BIDS

19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.

20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.

20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the

Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

Bid 21-20
Appendix A
City's Bid Package

PART TWENTY-THREE - RETAINAGE

23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

27.1 Americans with Disabilities Act.

27.2 Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.

27.3 Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

28.1 All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience.

Bid 21-20
Appendix A
City's Bid Package

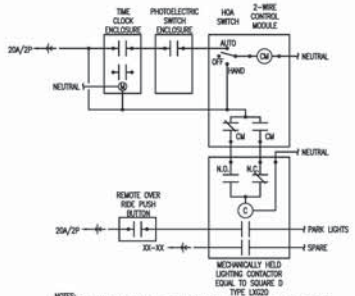
End of Section

GENERAL NOTES

1. ELECTRICAL DRAWINGS (POWER AND LIGHTING) ARE DIAGRAMMATIC AND SCHEMATIC IN NATURE. USE JUDGMENT AND CARE TO INSTALL ELECTRICAL WORK TO FUNCTION PROPERLY AND FIT WITHIN CONSTRUCTION AND FINISHES. ALL CONDUCTORS, CONDUIT, AND MATERIALS NOT SPECIFICALLY SHOWN OR SPECIFIED, WHICH ARE REQUIRED FOR A COMPLETE OPERATING DEVICE OR SYSTEM ARE REQUIRED TO BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE (NFPA 70, CURRENT EDITION), LIFE SAFETY CODE (NFPA 101M CURRENT EDITION), UNDERGROUND FACILITIES DAMAGE PREVENTION ACT (§ 17-28-101 ET SEQ.), AND LOCAL ELECTRICAL CODE.
3. THE CONTRACTOR SHALL NOT ENGAGE IN EXCAVATION OR DEMOLITION ACTIVITIES WITHOUT HAVING FIRST NOTIFIED THE ARKANSAS ONE CALL CENTER IN ACCORDANCE WITH UNDERGROUND FACILITIES DAMAGE PREVENTION ACT. NOT ALL UTILITY COMPANIES ARE MEMBERS OF THE ARKANSAS ONE CALL SYSTEM. THE CONTRACTOR IS ADVISED TO CONTACT ALL NON-MEMBER UTILITIES AS WELL AS THE ONE CALL CENTER.
4. UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. SOME UTILITIES MAY HAVE BEEN RELOCATED SINCE THE TIME OF DESIGN AND THE CONTRACTOR'S NOTICE TO PROCEED. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES INVOLVED AND VERIFY THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL IT IS NO LONGER NECESSARY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS OF REPAIR OR REPLACEMENT OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
6. CONDUIT INSTALLED UNDER PAVED OR CONCRETE SURFACES SHALL BE INSTALLED BY A PUSHING OR BORING METHOD AS DIRECTED BY ENGINEER. PVC OR HDPE CONDUIT SHALL BE USED. PVC CONDUIT SHALL BE MARKED "DIR. BORING" OR "DIRECTIONAL BORING" AS PER NEC.
7. PULL BOX LIDS SHALL CLOSE FLUSH WITH OUT PINCHING ANY CONDUCTORS. CONDUIT LENGTHS IN PULL BOXES SHALL BE SET ACCORDINGLY. ANY CONDUCTORS THAT HAVE BEEN DAMAGED BY PINCHING SHALL BE COMPLETELY REPLACED AT CONTRACTOR'S EXPENSE.
8. ELECTRICAL CONTRACTOR SHALL VERIFY LOCATION OF ALL ROUGH-INS AT THE PROJECT SITE. DO NOT SCALE DRAWINGS FOR EXACT LOCATION OF DEVICES. FIELD VERIFY FINAL MOUNTING LOCATIONS AS REQUIRED BY PROJECT CONDITIONS PRIOR TO ROUGH-IN.
9. ALL DEVICES TO BE INSTALLED BY THIS TRADE SHALL BE COORDINATED WITH ALL TRADES. DURING CONSTRUCTION TO AVOID CONFLICT AND TO PROVIDE A QUALITY PROJECT. IF YOU NOTICE ANY DISCREPANCY BETWEEN THIS WORK AND A SEPARATE TRADE, NOTIFY THE ENGINEER IMMEDIATELY FOR DIRECTION. ANY COORDINATION WORK THAT OCCURS WITHOUT APPROVAL FROM THE ENGINEER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL MOUNTING LOCATIONS SHALL BE CONFIRMED WITH OWNER AT EACH SITE.
10. LIGHTING SHALL CONSIST OF POLE-MOUNTED "CUTOFF" FIXTURES MOUNTED ON POLES WITH BASE COVER. PROVIDE CONCRETE BASE WITH SUPPLEMENTAL GROUND ROD FOR LIGHTING UNIT. THE LIGHT SHALL PROVIDE MINIMUM MAINTAINED LIGHT LEVELS OF 30 FC MAX/MIN 2 FC. FIXTURES ADJACENT TO PROPERTY LINES SHALL USE INTERNAL HOUSE SIDE SHIELDS TO CONTROL LIGHT SPILL ONTO ADJACENT PROPERTIES. THE ELECTRICAL CONTRACTOR SHALL COMPLY WITH ALL LIGHTING ORDINANCES.
11. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL ELECTRICAL SERVICE AND METERING REQUIREMENTS WITH THE UTILITY POWER COMPANY (CONDUITS, GROUNDING, CONCRETE PADS, TRENCHING, ETC.). PAY ALL SERVICE FEES AS NECESSARY. ARRANGE TO PROVIDE TEMPORARY CONSTRUCTION SERVICE AS NECESSARY.
12. ALL ELECTRICAL COMPONENTS SHALL BE UL-LISTED.
13. ALL LUMINAIRE ASSEMBLIES SHALL HAVE BUG RATING OF U0.
14. ALL UNDERGROUND CONDUIT SHALL HAVE MINIMUM 24" COVER.
15. LIMIT ALL CONDUIT FILL TO A MAXIMUM OF 40%.
16. EQUIPMENT GROUNDING CONDUCTOR SHALL BE BONDED TO EACH POLE, GROUND ROD, LUMINAIRE AND SERVICE POINT PER NEC. SEE ARTICLES 250 AND 410.
17. ALL CONCRETE PULL BOXES SHALL BE TYPE 2 HD UNLESS OTHERWISE INDICATED ON THE PLANS. PROVIDE A TYPE 2 HD CONCRETE PULL BOX WITHIN 5' OF EVERY P1 POLE LIGHT FOUNDATION.
18. DEGREE OF TILT ON LUMINARES SHALL BE ZERO.
19. ALL SPLICES SHALL BE WATERTIGHT AND UL-LISTED FOR CONTINUOUS USE IN SUBMERSIBLE INSTALLATION.
20. SLACK CABLES IN PULL BOXES SHALL BE 3 FEET.

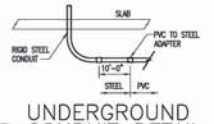
KEYED ELECTRICAL NOTES

1. PROVIDE 20A/2P CIRCUIT BREAKER IN EXISTING LOADCENTER FOR NEW LIGHTS. PROVIDE 1"C AND #10 WIRE FROM PANEL TO NEW POLE LIGHTS.
2. PROVIDE PUSH-BUTTON "ON" CONTROLLER TO TURN POLE LIGHTS ON FOR TWO HOUR TIME PERIOD. CONTROLLER SHALL ALERT SKATE PARK OCCUPANTS 5 MINUTES PRIOR TO TURNING LIGHTS OFF WITH BLINKING OF POLE LIGHTS. REFER TO DETAIL "E" THIS SHEET.

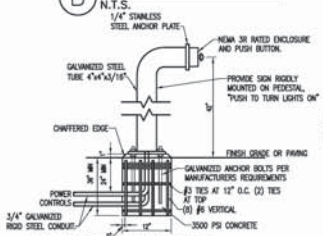


NOTES:
1. LIGHTS SHALL ONLY ILLUMINATE WHEN PHOTO CELL IS ACTIVATED, REMOTE PUSH BUTTON IS ACTIVATED, AND IS BETWEEN THE TIMES OF 5PM AND 11PM (PROGRAMMABLE).
2. ONCE REMOTE PUSH BUTTON IS ACTIVATED, LIGHTS SHALL REMAIN ON FOR A DURATION OF TWO HOURS. FIVE MINUTES PRIOR TO LIGHTS SHUTTING OFF, LIGHTS SHALL BLINK THREE TIMES.

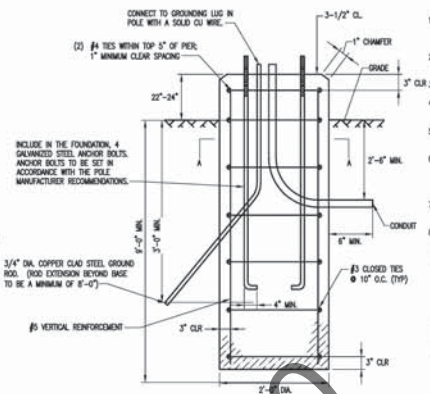
TIME CLOCK CONTROLLED LIGHTING CONTACTOR CT1
D N.T.S.



UNDERGROUND CONDUIT DETAIL
B N.T.S.



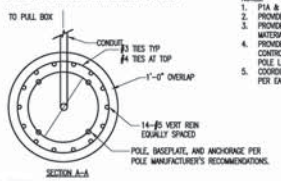
LIGHTING OVERRIDE PUSH BUTTON PEDESTAL
E N.T.S.



POLE BASE DETAIL
C N.T.S.

FOUNDATION NOTES

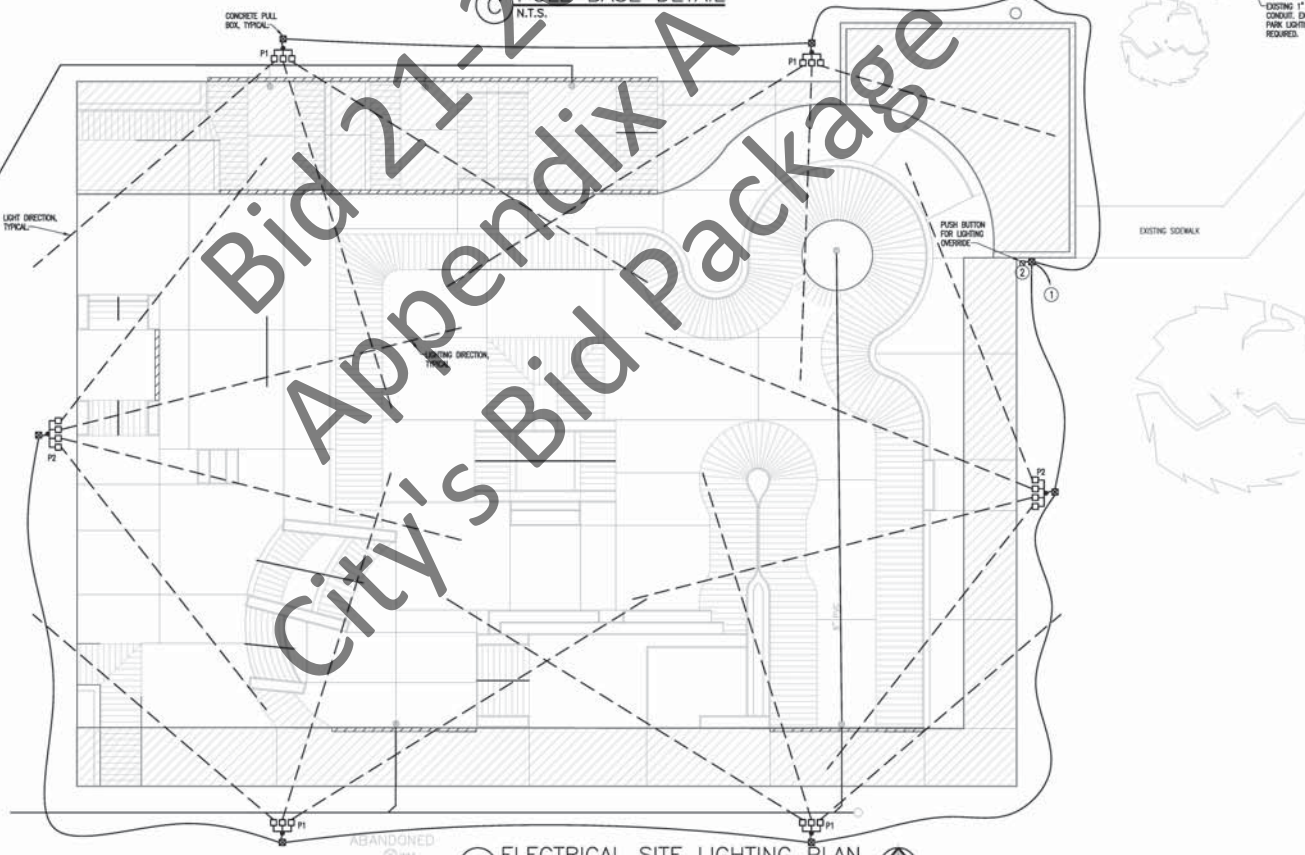
1. CONCRETE FOR LIGHT POLE STRUCTURE FOUNDATION SHALL HAVE A MINIMUM OF 4000 PSI. ALL REINFORCEMENT SHALL BE DEFORMED STEEL BARS AND CONFORM TO ASTM M31 OR M53, GRADE 60.
2. CONTRACTOR SHALL PROVIDE PRE-CAST OR CAST-IN-PLACE FOUNDATIONS.
3. PROVIDE WATERTIGHT CAPS FOR ANY UNUSED CONDUITS.
4. CONTRACTOR TO COORDINATE THE APPROPRIATE DIMENSION TO ASSURE THE MINIMUM CONDUIT DEPTH IS 2'-6" WHEN LEADING PULLBOX.
5. ALL HARDWARE SHALL BE CORROSION RESISTANT, GALVANIZED RIGID STEEL.
6. CONSTRUCT FOUNDATION IN ACCORDANCE WITH POLE MANUFACTURERS GUIDELINES, INSTALLING BOLT TEMPLATE LEVELING UNIT, ANCHOR BOLTS, FULL BASE-PLATE BOLT COVER, AND ACCESSORIES FOR A COMPLETE INSTALLATION.
7. ELECTRICAL CONTRACTOR TO PROVIDE ALL ELECTRICAL DESIGN FOR INSTALLATION.
8. FURNISH LIGHT POLE WITH VIBRATION DAMPENER.



LIGHT FIXTURE SCHEDULE

ID	DESCRIPTION	LAMP WATTS	VOLTS	LOAD (VA)	LAMP TEMP	MANU.	MODEL	MOUNTING
P1	3 HEAD SITE LIGHT	445	240	445	5700	NAFCO	HEADS: 20-SP2C-440-57-240V-CD POLE: V5-RT5A-40-9036-AB	40' POLE
P1A	3 HEAD SITE LIGHT	470	240	470	5000	WISCONSIN LIGHTING LAB	HEADS: NF-6-HSHC-470-57-WW-5N POLE: V5-RT5A-40-0001-SP-AB-CP	40' POLE
P2	4 HEAD SITE LIGHT	445	240	445	5700	NAFCO	HEADS: 20-SP2C-440-57-240V-CD POLE: V5-RT5A-40-9036-AB	40' POLE
P2A	4 HEAD SITE LIGHT	470	240	470	5000	WISCONSIN LIGHTING LAB	HEADS: NF-6-HSHC-470-57-WW-5N POLE: V5-RT5A-40-0001-SP-AB-CP	40' POLE

NOTES:
1. P1A & P2A ARE ALTERNATE LIGHTING SELECTIONS.
2. PROVIDE ONE POLE PER GROUP OF LIGHT FIXTURES.
3. PROVIDE ALL MISCELLANEOUS HARDWARE, ELECTRICAL GEAR, AND MATERIALS TO INSTALL A FULLY FUNCTIONAL SYSTEM. PROVIDE A CONTROLLER WITH BASE STATION + CELL PHONE APP CONTROL TO GIVE THE CITY THE ABILITY TO REMOTELY CONTROL THE POLE LIGHTS. COORDINATE WITH MANUFACTURE ON OPTIMAL LIGHTING CONFIGURATION PER EACH POLE.



ELECTRICAL SITE LIGHTING PLAN
A SCALE: 1" = 10'-0"

Bid 21-20
Appendix A
City's Bid Package

STATE OF ARKANSAS — Shane R. Lamkin — REGISTERED PROFESSIONAL ENGINEER — No. 10054
CERTIFICATE OF AUTH. — ENGINEERING ELEMENTS, PLLC — No. 1227 — ARKANSAS ENGINEER
Engineering Elements, PLLC

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CITY OF FAYETTEVILLE
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

Engineering Elements
2458 East Joyce Boulevard, Suite 1
Fayetteville, AR 72703
Phone: 479-695-1333

MECHANICAL
ELECTRICAL
FIRE PROTECTION
DESIGN CONSULTANTS

ELECTRICAL SITE LIGHTING PLAN

REVISIONS:
1
2
3

PROJECT: 20-057
DATE: 11-03-2020

ESL1.1

Bid 21-20 Appendix A City's Bid Package

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS260533 – 4SECTION 260533 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.1 SUMMARY

A. SECTION INCLUDES:

1. METAL CONDUITS AND FITTINGS.
2. NONMETALLIC CONDUITS AND FITTINGS.
3. BOXES, ENCLOSURES, AND CABINETS.
4. HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND CABLING.

1.2 ACTION SUBMITTALS

A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.

PART 2 – PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. METAL CONDUIT:

1. LISTING AND LABELING: METAL CONDUITS, TUBING, AND FITTINGS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
2. GRC: COMPLY WITH ANSI C80.1 AND UL 6.
3. PVC-COATED STEEL CONDUIT: PVC-COATED RIGID STEEL CONDUIT.
   a. COMPLY WITH NEMA RN 1.
   b. COATING THICKNESS: 0.040 INCH, MINIMUM.

B. METAL FITTINGS: COMPLY WITH NEMA FB 1 AND UL 514B.

1. LISTING AND LABELING: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
2. FITTINGS, GENERAL: LISTED AND LABELED FOR TYPE OF CONDUIT, LOCATION, AND USE.
3. EXPANSION FITTINGS: PVC OR STEEL TO MATCH CONDUIT TYPE, COMPLYING WITH UL 651, RATED FOR ENVIRONMENTAL CONDITIONS WHERE INSTALLED, AND INCLUDING FLEXIBLE EXTERNAL BONDING JUMPER.
4. COATING FOR FITTINGS FOR PVC-COATED CONDUIT: MINIMUM THICKNESS OF 0.040 INCH, WITH OVERLAPPING SLEEVES PROTECTING THREADED JOINTS.

C. JOINT COMPOUND FOR GRC: APPROVED, AS DEFINED IN NFPA 70, BY AUTHORITIES HAVING JURISDICTION FOR USE IN CONDUIT ASSEMBLIES, AND COMPOUNDED FOR USE TO LUBRICATE AND PROTECT THREADED CONDUIT JOINTS FROM CORROSION AND TO ENHANCE THEIR CONDUCTIVITY.

2.2 BOXES, ENCLOSURES, AND CABINETS

A. GENERAL REQUIREMENTS FOR BOXES, ENCLOSURES, AND CABINETS: BOXES, ENCLOSURES, AND CABINETS INSTALLED IN WET LOCATIONS SHALL BE LISTED FOR USE IN WET LOCATIONS.

B. SHEET METAL OUTLET AND DEVICE BOXES: COMPLY WITH NEMA OS 1 AND UL 514A.

C. CAST-METAL OUTLET AND DEVICE BOXES: COMPLY WITH NEMA FB 1, ALUMINUM, TYPE FD, WITH GASKETED COVER.

D. NONMETALLIC OUTLET AND DEVICE BOXES: COMPLY WITH NEMA OS 2 AND UL 514C.

E. CABINETS:

1. NEMA 250, TYPE 1 OR TYPE 3R GALVANIZED-STEEL BOX WITH REMOVABLE INTERIOR PANEL AND REMOVABLE FRONT, FINISHED INSIDE AND OUT WITH MANUFACTURER'S STANDARD ENAMEL.
2. HINGED DOOR IN FRONT COVER WITH FLUSH LATCH AND CONCEALED HINGE.
3. KEY LATCH TO MATCH PANELBOARDS.
4. METAL BARRIERS TO SEPARATE WIRING OF DIFFERENT SYSTEMS AND VOLTAGE.
5. ACCESSORY FEET WHERE REQUIRED FOR FREESTANDING EQUIPMENT.
6. NONMETALLIC CABINETS SHALL BE LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

PART 3 – EXECUTION

3.1 RACEWAY APPLICATION

A. OUTDOORS: APPLY RACEWAY PRODUCTS AS SPECIFIED BELOW UNLESS OTHERWISE INDICATED:

1. EXPOSED CONDUIT: GRC.
2. CONCEALED CONDUIT, ABOVEGROUND: GRC.
3. UNDERGROUND CONDUIT: RNC, TYPE EPC-40-PVC.
4. BOXES AND ENCLOSURES, ABOVEGROUND: NEMA 250, TYPE 3R.

B. MINIMUM RACEWAY SIZE: 1-INCH TRADE SIZE.

C. RACEWAY FITTINGS: COMPATIBLE WITH RACEWAYS AND SUITABLE FOR USE AND LOCATION.

1. RIGID AND INTERMEDIATE STEEL CONDUIT: USE THREADED RIGID STEEL CONDUIT FITTINGS UNLESS OTHERWISE INDICATED. COMPLY WITH NEMA FB 2.10.
2. PVC EXTERNALLY COATED, RIGID STEEL CONDUITS: USE ONLY FITTINGS LISTED FOR USE WITH THIS TYPE OF CONDUIT. PATCH AND SEAL ALL JOINTS, NICKS, AND SCRAPES IN PVC COATING AFTER INSTALLING CONDUITS AND FITTINGS. USE SEALANT RECOMMENDED BY FITTING MANUFACTURER AND APPLY IN THICKNESS AND NUMBER OF COATS RECOMMENDED BY MANUFACTURER.

3.2 INSTALLATION

A. COMPLY WITH NECA 1 AND NECA 101 FOR INSTALLATION REQUIREMENTS EXCEPT WHERE REQUIREMENTS ON DRAWINGS OR IN THIS ARTICLE ARE STRICTER.

B. INSTALL NO MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS IN ANY CONDUIT RUN. SUPPORT WITHIN 12 INCHES OF CHANGES IN DIRECTION.

C. MAKE BENDS IN RACEWAY USING LARGE-RADIUS PREFORMED ELLS. FIELD BENDING SHALL BE ACCORDING TO NFPA 70 MINIMUM RADII REQUIREMENTS. USE ONLY EQUIPMENT SPECIFICALLY DESIGNED FOR MATERIAL AND SIZE INVOLVED.

D. RACEWAYS EMBEDDED IN SLABS:

1. RUN CONDUIT LARGER THAN 1-INCH TRADE SIZE, PARALLEL OR AT RIGHT ANGLES TO MAIN REINFORCEMENT. WHERE AT RIGHT ANGLES TO REINFORCEMENT, PLACE CONDUIT CLOSE TO SLAB SUPPORT. SECURE RACEWAYS TO REINFORCEMENT AT MAXIMUM 10-FOOT INTERVALS.
2. ARRANGE RACEWAYS TO CROSS BUILDING EXPANSION JOINTS AT RIGHT ANGLES WITH EXPANSION FITTINGS.
3. ARRANGE RACEWAYS TO KEEP A MINIMUM OF 2 INCHES OF CONCRETE COVER IN ALL DIRECTIONS.
4. DO NOT EMBED THREADLESS FITTINGS IN CONCRETE UNLESS SPECIFICALLY APPROVED BY ARCHITECT FOR EACH SPECIFIC LOCATION.

E. THREADED CONDUIT JOINTS, EXPOSED TO WET, DAMP, CORROSIVE, OR OUTDOOR CONDITIONS: APPLY LISTED COMPOUND TO THREADS OF RACEWAY AND FITTINGS BEFORE MAKING UP JOINTS. FOLLOW COMPOUND MANUFACTURER'S WRITTEN INSTRUCTIONS.

F. COAT FIELD-CUT THREADS ON PVC-COATED RACEWAY WITH A CORROSION-PREVENTING CONDUCTIVE COMPOUND PRIOR TO ASSEMBLY.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. DIRECT-BURIED CONDUIT:

1. EXCAVATE TRENCH BOTTOM TO PROVIDE FIRM AND UNIFORM SUPPORT FOR CONDUIT. PREPARE TRENCH BOTTOM AS SPECIFIED IN SECTION 312000 "EARTH MOVING" FOR PIPE LESS THAN 6 INCHES IN NOMINAL DIAMETER.
2. AFTER INSTALLING CONDUIT, BACKFILL AND COMPACT. START AT TIE-IN POINT, AND WORK TOWARD END OF CONDUIT RUN, LEAVING CONDUIT AT END OF RUN FREE TO MOVE WITH EXPANSION AND CONTRACTION AS TEMPERATURE CHANGES DURING THIS PROCESS. FIRMLY HAND TAMP BACKFILL AROUND CONDUIT TO PROVIDE MAXIMUM SUPPORTING STRENGTH. AFTER PLACING CONTROLLED BACKFILL TO WITHIN 12 INCHES OF FINISHED GRADE, MAKE FINAL CONDUIT CONNECTION AT END OF RUN AND COMPLETE BACKFILLING WITH NORMAL COMPACTION AS SPECIFIED IN SECTION 312000 "EARTH MOVING."
3. INSTALL MANUFACTURED RIGID STEEL CONDUIT ELBOWS FOR STUB-UPS AT POLES AND EQUIPMENT AND AT BUILDING ENTRANCES THROUGH FLOOR.
   a. FOR STUB-UPS AT EQUIPMENT MOUNTED ON OUTDOOR CONCRETE BASES AND WHERE CONDUITS PENETRATE BUILDING FOUNDATIONS, EXTEND STEEL CONDUIT HORIZONTALLY A MINIMUM OF 60 INCHES FROM EDGE OF FOUNDATION OR EQUIPMENT BASE. INSTALL INSULATED GROUNDING BUSHINGS ON TERMINATIONS AT EQUIPMENT.

3.4 PROTECTION

A. PROTECT COATINGS, FINISHES, AND CABINETS FROM DAMAGE AND DETERIORATION.

1. REPAIR DAMAGE TO GALVANIZED FINISHES WITH ZINC-RICH PAINT RECOMMENDED BY MANUFACTURER.
2. REPAIR DAMAGE TO PVC COATINGS OR PAINT FINISHES WITH MATCHING TOUCHUP COATING RECOMMENDED BY MANUFACTURER.

END OF SECTION 260533

SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

TIPS:

TO VIEW NON-PRINTING EDITOR'S NOTES THAT PROVIDE GUIDANCE FOR EDITING, CLICK ON MASTERWORKS/SINGLE-FILE FORMATTING/TOGGLE/EDITOR'S NOTES.

TO READ DETAILED RESEARCH, TECHNICAL INFORMATION ABOUT PRODUCTS AND MATERIALS, AND COORDINATION CHECKLISTS, CLICK ON MASTERWORKS/SUPPORTING INFORMATION.

REVISE THIS SECTION BY DELETING AND INSERTING TEXT TO MEET PROJECT-SPECIFIC REQUIREMENTS.

VERIFY THAT SECTION TITLES REFERENCED IN THIS SECTION ARE CORRECT FOR THIS PROJECT'S SPECIFICATIONS; SECTION TITLES MAY HAVE CHANGED.

SEE "SUSTAINABLE DESIGN CONSIDERATIONS" ARTICLE IN THE EVALUATIONS FOR A DISCUSSION OF SUSTAINABLE DESIGN REQUIREMENTS THAT MAY IMPACT EDITING OF THIS SECTION.

PART 1 – GENERAL

<DOUBLE CLICK HERE TO SUBMIT QUESTIONS, COMMENTS, OR SUGGESTED EDITS TO THIS SECTION.>

1.1 SUMMARY

A. SECTION INCLUDES:

1. COPPER BUILDING WIRE RATED 600 V OR LESS.
2. CONNECTORS, SPLICES, AND TERMINATIONS RATED 600 V AND LESS.

1.2 ACTION SUBMITTALS

A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.

B. PRODUCT SCHEDULE: INDICATE TYPE, USE, LOCATION, AND TERMINATION LOCATIONS.

PART 2 – PRODUCTS

2.1 COPPER BUILDING WIRE

RETAIN THIS ARTICLE TO SPECIFY ALLOWABLE TYPES OF COPPER BUILDING WIRE. SEPARATE ARTICLES ARE INCLUDED IN THE SPECIFICATION FOR ALUMINUM BUILDING WIRE AND TYPE MC CABLE (COPPER AND ALUMINUM).

A. DESCRIPTION: FLEXIBLE, INSULATED AND UNINSULATED, DRAWN COPPER CURRENT-CARRYING CONDUCTOR WITH AN OVERALL INSULATION LAYER OR JACKET, OR BOTH, RATED 600 V OR LESS.

B. STANDARDS:

1. LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE.
2. ROHS COMPLIANT.
3. CONDUCTOR AND CABLE MARKING: COMPLY WITH WIRE AND CABLE MARKING ACCORDING TO UL'S "WIRE AND CABLE MARKING AND APPLICATION GUIDE."

C. CONDUCTORS: COPPER, COMPLYING WITH ASTM B 3 FOR BARE ANNEALED COPPER AND WITH ASTM B 8 FOR STRANDED CONDUCTORS.

D. CONDUCTOR INSULATION:

1. TYPE NM: COMPLY WITH UL 83 AND UL 719.
2. TYPE THHN AND TYPE THWN-2: COMPLY WITH UL 83.
3. TYPE THW AND TYPE THW-2COMPLY WITH NEMA WC-70/ICEA S-95-658 AND UL 83.

2.2 CONNECTORS AND SPLICES

A. DESCRIPTION: FACTORY-FABRICATED CONNECTORS, SPLICES, AND LUGS OF SIZE, AMPACITY RATING, MATERIAL, TYPE, AND CLASS FOR APPLICATION AND SERVICE INDICATED; LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE.

B. JACKETED CABLE CONNECTORS: FOR STEEL AND ALUMINUM JACKETED CABLES, ZINC DIE-CAST WITH SET SCREWS, DESIGNED TO CONNECT CONDUCTORS SPECIFIED IN THIS SECTION.

C. LUGS: ONE PIECE, SEAMLESS, DESIGNED TO TERMINATE CONDUCTORS SPECIFIED IN THIS SECTION.

1. MATERIAL: COPPER.
2. TYPE: ONE HOLE WITH STANDARD BARRELS.
3. TERMINATION: COMPRESSION.

PART 3 – EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. BRANCH CIRCUITS: COPPER. SOLID FOR NO. 10 AWG AND SMALLER; STRANDED FOR NO. 8 AWG AND LARGER.

B. BRANCH CIRCUITS: COPPER. SOLID FOR NO. 12 AWG AND SMALLER; STRANDED FOR NO. 10 AWG AND LARGER.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. BRANCH CIRCUITS CONCEALED IN CONCRETE, BELOW SLABS-ON-GRADE, AND UNDERGROUND: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY, TYPE XHHW-2, SINGLE CONDUCTORS IN RACEWAY, OR UNDERGROUND BRANCH-CIRCUIT CABLE, TYPE UF.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. COMPLETE RACEWAY INSTALLATION BETWEEN CONDUCTOR AND CABLE TERMINATION POINTS ACCORDING TO SECTION 260533 "RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS" PRIOR TO PULLING CONDUCTORS AND CABLES.

B. USE MANUFACTURER-APPROVED PULLING COMPOUND OR LUBRICANT WHERE NECESSARY; COMPOUND USED MUST NOT DETERIORATE CONDUCTOR OR INSULATION. DO NOT EXCEED MANUFACTURER'S RECOMMENDED MAXIMUM PULLING TENSIONS AND SIDEWALL PRESSURE VALUES.

C. USE PULLING MEANS, INCLUDING FISH TAPE, CABLE, ROPE, AND BASKET-WEAVE WIRE/CABLE GRIPS, THAT WILL NOT DAMAGE CABLES OR RACEWAY.

3.4 CONNECTIONS

A. TIGHTEN ELECTRICAL CONNECTORS AND TERMINALS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE-TIGHTENING VALUES. IF MANUFACTURER'S TORQUE VALUES ARE NOT INDICATED, USE THOSE SPECIFIED IN UL 486A-486B.

B. SPLICES ARE NOT ALLOWED IN NEW CIRCUITS.

END OF SECTION 260519

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS260526 – 2SECTION 260526 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.1 SUMMARY

A. SECTION INCLUDES GROUNDING AND BONDING SYSTEMS AND EQUIPMENT.

1.2 ACTION SUBMITTALS

A. PRODUCT DATA: FOR EACH TYPE OF PRODUCT.

1.3 QUALITY ASSURANCE

A. TESTING AGENCY QUALIFICATIONS: CERTIFIED BY NETA.

PART 2 – PRODUCTS

2.1 SYSTEM DESCRIPTION

A. ELECTRICAL COMPONENTS, DEVICES, AND ACCESSORIES: LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.

B. COMPLY WITH UL 467 FOR GROUNDING AND BONDING MATERIALS AND EQUIPMENT.

2.2 CONDUCTORS

A. INSULATED CONDUCTORS: COPPER WIRE OR CABLE INSULATED FOR 600 V UNLESS OTHERWISE REQUIRED BY APPLICABLE CODE OR AUTHORITIES HAVING JURISDICTION.

B. BARE COPPER CONDUCTORS:

1. SOLID CONDUCTORS: ASTM B 3.
2. STRANDED CONDUCTORS: ASTM B 8.

2.3 CONNECTORS

A. LISTED AND LABELED BY AN NRTL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION FOR APPLICATIONS IN WHICH USED AND FOR SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS CONNECTED.

B. WELDED CONNECTORS: EXOTHERMIC-WELDING KITS OF TYPES RECOMMENDED BY KIT MANUFACTURER FOR MATERIALS BEING JOINED AND INSTALLATION CONDITIONS.

C. BUS-BAR CONNECTORS: COMPRESSION TYPE, COPPER OR COPPER ALLOY, WITH TWO WIRE TERMINALS.

D. CABLE-TO-CABLE CONNECTORS: COMPRESSION TYPE, COPPER OR COPPER ALLOY.

PART 3 – EXECUTION

3.1 APPLICATIONS

A. CONDUCTORS: INSTALL SOLID CONDUCTOR FOR NO. 8 AWG AND SMALLER, AND STRANDED CONDUCTORS FOR NO. 6 AWG AND LARGER UNLESS OTHERWISE INDICATED.

3.2 EQUIPMENT GROUNDING

A. INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH ALL FEEDERS AND BRANCH CIRCUITS.

B. INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH THE FOLLOWING ITEMS, IN ADDITION TO THOSE REQUIRED BY NFPA 70:

1. FEEDERS AND BRANCH CIRCUITS.
2. LIGHTING CIRCUITS.

C. POLES SUPPORTING OUTDOOR LIGHTING FIXTURES: INSTALL GROUNDING ELECTRODE AND A SEPARATE INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ADDITION TO GROUNDING CONDUCTOR INSTALLED WITH BRANCH-CIRCUIT CONDUCTORS.

3.3 INSTALLATION

A. GROUNDING CONDUCTORS: ROUTE ALONG SHORTEST AND STRAIGHTEST PATHS POSSIBLE UNLESS OTHERWISE INDICATED OR REQUIRED BY CODE. AVOID OBSTRUCTING ACCESS OR PLACING CONDUCTORS WHERE THEY MAY BE SUBJECTED TO STRAIN, IMPACT, OR DAMAGE.

END OF SECTION 260526

GENERAL ELECTRICAL REQUIREMENTS 260500 – 4

PART 1 – GENERAL

1.1 SUMMARY

A. SECTION INCLUDES:

1. GROUT.
2. GENERAL ELECTRICAL INSTALLATION REQUIREMENTS.

1.2 PRE-CONSTRUCTION SUBMITTALS

A. SUBMIT FOR APPROVAL MANUFACTURER'S TECHNICAL DATA SHEETS INCLUDING PERFORMANCE SPECIFICATIONS FOR ALL EQUIPMENT, MAJOR MATERIALS AND OTHER MANUFACTURED ITEMS. OBTAIN APPROVAL ON PRODUCT MANUFACTURERS NOT SPECIFICALLY NAMES PRIOR TO MAKING SUBMITTALS.

B. BIND SUBMITTALS IN DURABLE COVERS WITH CONTENTS CONVENIENTLY ORGANIZED AND PROPERLY INDEXED.

C. MAKE SUBMITTALS ON ALL WORK IN DIVISION 26 AT ONE TIME, EXCEPT BY SPECIAL PERMISSION.

1.3 INTENT

A. IT IS INTENDED THAT THE CONTRACTOR PROVIDE A COMPLETE AND OPERATING ELECTRICAL SYSTEM INCLUDING ALL INCIDENTAL ITEMS AND CONDITIONS NECESSARY FOR PROPER OPERATION OR CUSTOMARILY INCLUDED EVEN THOUGH EACH AND EVERY ITEM MAY NOT BE INDICATED.

B. THE DRAWINGS INDICATE THE GENERAL LAYOUT REQUIREMENTS FOR EQUIPMENT, FIXTURES, CONDUIT, DEVICES, ETC. FINAL LAYOUT WILL BE GOVERNED BY ACTUAL FIELD CONDITIONS WITH ALL MEASUREMENTS VERIFIED AT THE SITE.

C. CONDUIT AND WIRING SHOWN ON THE DRAWINGS IS DIAGRAMMATIC UNLESS OTHERWISE NOTED, AND IS INTENDED TO INDICATE SWITCHING AND BRANCH CIRCUIT ARRANGEMENTS, PHASE BALANCE, AND GENERAL WIRING CONNECTION REQUIREMENTS.

D. IT IS INTENDED THAT THE ELECTRICAL INSTALLATION BE SAFE, RELIABLE, ENERGY EFFICIENT AND EASILY MAINTAINED WITH ADEQUATE PROVISIONS FOR ACCESS TO EQUIPMENT.

E. IT IS INTENDED THAT THE ELECTRICAL SYSTEM OPERATE WITH NOISE LEVELS BELOW THE CRITERIA RECOMMENDED BY NEMA. PROVIDE CORRECTIVE ACTION TO REDUCE OBJECTIONABLE HUM OR VIBRATION.

1.4 COORDINATION

A. THE CONTRACTOR IS CAUTIONED TO EXAMINE ALL DRAWINGS AND SPECIFICATIONS RELATING TO OTHER TRADES OF WORK, AND HE SHALL MAKE PROPER PROVISIONS TO REVIEW ALL OTHER WORK.

PART 2 – PRODUCTS

2.1 PRODUCT REQUIREMENTS

A. ALL MATERIALS AND EQUIPMENT USED IN CARRYING OUT THESE SPECIFICATIONS TO BE AMERICAN MADE UNLESS APPROVED OTHERWISE BY THE ENGINEER AND TO BE NEW AND HAVE UL LISTING, OR LISTING BY OTHER RECOGNIZED TESTING LABORATORY WHEN SUCH LISTINGS ARE AVAILABLE. SPECIFICATIONS AND DRAWINGS INDICATE NAME, TYPE, OR CATALOG NUMBERS OF MATERIALS AND EQUIPMENT TO BE USED AS STANDARDS. PROPOSALS SHALL BE BASED ON THESE STANDARDS. CONTRACTOR MAY USE MATERIALS AND EQUIPMENT EQUIVALENT TO THOSE SPECIFIED, SUBJECT TO ENGINEER APPROVAL. PRIOR APPROVAL OF ALTERNATE EQUIVALENT LIGHTS FIXTURES IS REQUIRED PRIOR TO ORDERING.

B. FURNISH ONLY NEW STANDARD PRODUCTS OF A MANUFACTURER REGULARLY ENGAGED IN THE PRODUCTION OF SAID PRODUCTS.

C. SUPPORT ALL PRODUCTS BY SERVICE ORGANIZATIONS WITH SPARE PARTS INVENTORY AND PERSONNEL LOCATED REASONABLY CLOSE TO THE SITE.

D. WHERE MULTIPLE UNITS OF THE SAME TYPE OR CLASS ARE REQUIRED, PROVIDE ALL UNITS OF THE SAME MANUFACTURER.

2.2 PRODUCT HANDLING

A. STORE PRODUCTS IN THEIR ORIGINAL CONTAINERS AND SHELTER IN A SUITABLE ENVIRONMENT.

B. MAKE PRODUCTS READILY AVAILABLE FOR INSPECTIONS AND INVENTORY.

2.3 SUBSTITUTIONS

A. FOR PRODUCTS SPECIFIED BY GENERIC REFERENCE, SELECT ANY PRODUCT MEETING SUCH STANDARD.

B. FOR PRODUCTS SPECIFIED BY NAMING ONE OR MORE PRODUCTS OR MANUFACTURERS, SELECT ANY NAMED. SUBMIT REQUEST IN WRITING FOR SUBSTITUTION OF ANY MANUFACTURER NOT SPECIFICALLY NAMED AND OBTAIN APPROVAL AT LEAST 5 DAYS PRIOR TO BIDDING.

C. PROVIDE ALL INFORMATION REQUIRED TO SUPPORT CLAIM OF EQUALITY OF PRODUCT PROPOSED FOR SUBSTITUTION. SUBSTITUTIONS WILL BE CONSIDERED ONLY IF EQUIVALENT IN QUALITY, EFFICIENCY, PERFORMANCE, SIZE, WEIGHT, RELIABILITY, APPEARANCE AND EASE OF MAINTENANCE TO SPECIFIED PRODUCT.

D. WHERE APPROVED SUBSTITUTIONS ALTER THE DESIGN, SPACE REQUIREMENTS, ELECTRICAL REQUIREMENTS, CONNECTIONS, COOLING LOADS, ETC. INCLUDE ALL WORK NECESSARY TO PROVIDE A COMPLETE INSTALLATION OF QUALITY EQUAL TO OR BETTER THAN THAT OBTAINED WITH PRODUCT OR MANUFACTURER SPECIFIED.

2.4 GROUT

A. NONMETALLIC, SHRINKAGE-RESISTANT GROUT: ASTM C 1107, FACTORY-PACKAGED, NONMETALLIC AGGREGATE GROUT, NONCORROSIVE, NONSTAINING, MIXED WITH WATER TO CONSISTENCY SUITABLE FOR APPLICATION AND A 30-MINUTE WORKING TIME.

PART 3 – EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

A. COMPLY WITH NECA 1.

B. EQUIPMENT: INSTALL TO FACILITATE SERVICE, MAINTENANCE, AND REPAIR OR REPLACEMENT OF COMPONENTS OF BOTH ELECTRICAL EQUIPMENT AND OTHER NEARBY INSTALLATIONS. CONNECT IN SUCH A WAY AS TO FACILITATE FUTURE DISCONNECTING WITH MINIMUM INTERFERENCE WITH OTHER ITEMS IN THE VICINITY.

3.2 MANUFACTURER'S DIRECTIONS

A. HANDLE, INSTALL, CONNECT, TEST AND OPERATE ALL PRODUCTS AND SYSTEMS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. IN CASE OF CONFLICTING REQUIREMENTS BETWEEN MANUFACTURER'S DIRECTIONS AND CONTRACT DOCUMENTS, OBTAIN INSTRUCTIONS BEFORE PROCEEDING WITH WORK.

3.3 CLEANING

A. KEEP PREMISES FREE AND CLEAN OF DIRT, DEBRIS, ETC. UPON COMPLETION OF WORK CLEAN AND POLISH ALL FIXTURES, EQUIPMENT, ETC.

3.4 WORKMANSHIP

A. NO PERSON SHALL PERFORM ELECTRICAL WORK WITHOUT POSSESSING A MASTER OR JOURNEYMAN LICENSE FROM THE STATE ELECTRICAL EXAMINER'S BOARD. ALL ELECTRICAL WORK AND APPRENTICES SHALL BE SUPERVISED BY A MASTER OR JOURNEYMAN ELECTRICIAN.

B. CAREFULLY PERFORM ALL CUTTING, DRILLING, DIGGING, ETC. AND PATCH OR REFINISH DISTURBED AREA TO THE CONDITION OF ADJOINING OR SIMILAR SURFACES. DO NOT CUT ANY STRUCTURAL MEMBERS.

C. CONCEAL CONDUIT IN CHASES, FURRINGS, OR ABOVE CEILINGS UNLESS OTHERWISE NOTED. FLUSH MOUNT EQUIPMENT IN FINISHED WALLS WHEREVER POSSIBLE.

3.5 COORDINATION

A. COORDINATE THE ELECTRICAL WORK WITH THE WORK OF ALL OTHER TRADES. PIPING OR EQUIPMENT REQUIRING SLOPE OR SPECIFIC MOUNTING HEIGHT WILL HAVE RIGHT OF WAY OVER CONDUIT AND OTHER PRODUCTS WHOSE ELEVATION CAN BE CHANGED.

3.6 EQUIPMENT CONNECTIONS

A. MAKE ALL REQUIRED ELECTRICAL CONNECTIONS TO EACH ITEM OF EQUIPMENT SHOWN OR SPECIFIED INCLUDING EQUIPMENT FURNISHED BY OWNER, AND MAKE OPERATIONAL.

3.7 PROTECTION REQUIREMENTS

A. LOCATE EXISTING UTILITY LINES AND IDENTIFY AND PROTECT DURING EXCAVATION AND INSTALLATION.

B. PROTECT ALL WORK INCLUDING BUILDING FINISHES AGAINST DAMAGE DUE TO DIRT, WATER, CHEMICALS, HANDLING, THEFT, ETC. CLOSE ALL OPENINGS IN CONDUIT AND EQUIPMENT DURING INSTALLATION.

C. PROVIDE WARNING DEVICES AROUND ALL EXPOSED "LIVE" PARTS OR HIGH TEMPERATURE SURFACES.

3.8 POST CONSTRUCTION SUBMITTALS

A. DELIVER ALL SPECIAL TOOLS AND SPARE PARTS NECESSARY FOR PROPER OPERATION AND MAINTENANCE AND AS CALLED FOR IN OTHER ELECTRICAL SECTIONS.

B. SUBMIT OPERATIONS AND MAINTENANCE (O&M) MANUALS COVERING ALL PHASES OF EQUIPMENT AND SYSTEMS PROVIDED. INCLUDE COMPLETE SPARE PARTS DATA AND COPY OF MANUFACTURING DATA SHEETS AND SHOP DRAWINGS REQUIRED IN PRE-CONSTRUCTION SUBMITTALS.

C. SUBMIT EXTENDED WARRANTIES REQUIRED IN EXCESS OF ONE YEAR.

D. ASSEMBLE ALL CLOSEOUT DOCUMENTS FOR ELECTRICAL SYSTEM IN 3-RING BINDERS WITH DIVIDER TABS LABELED AND PROPERLY INDEXED. SUBMIT THE NUMBER OF SETS AS REQUIRED BY THE ARCHITECT.

3.9 INSTRUCTIONS TO OWNER

A. PROVIDE COMPETENT INSTRUCTION TO THE OWNER'S PERSONNEL COVERING OPERATION AND MAINTENANCE OF ALL ELECTRICAL SYSTEMS. PROVIDE SPECIALIZED INSTRUCTION BY MANUFACTURER'S TECHNICAL REPRESENTATIVE WHEN REQUIRED.

3.10 USE OF EQUIPMENT

A. THE CONTRACTOR SHALL NOT USE THE PERMANENT ELECTRICAL SYSTEM FOR CONSTRUCTION ACTIVITY EXCEPT BY SPECIAL PERMISSION. IF PERMITTED, THE CONTRACTOR'S USE OF ANY EQUIPMENT SHALL NOT REDUCE THE WARRANTY TIME SPECIFIED FOR ANY EQUIPMENT.

3.11 GENERAL WARRANTY

A. WARRANT THE ELECTRICAL INSTALLATION AGAINST DEFECTS FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION IN ACCORDANCE WITH ARCHITECT'S SPECIFICATIONS. PROVIDE ALL LABOR, REPLACEMENT PARTS, SERVICES, TRANSPORTATION AND INCIDENTAL COSTS NECESSARY FOR PROPER OPERATION OF ELECTRICAL SYSTEMS DURING THE WARRANTY PERIOD. MAKE GOOD ANY DAMAGE TO THE BUILDING OR GROUNDS OR OTHER EQUIPMENT RESULTING FROM DEFECTS IN PRODUCTS AND/OR WORKMANSHIP DURING THE WARRANTY PERIOD.

B. SPECIAL WARRANTY: MANUFACTURER AGREES TO REPAIR OR REPLACE COMPONENTS OF [POLE(S)] [AND LUMINAIRE-LOWERING DEVICE(S)] THAT FAIL IN MATERIALS OR WORKMANSHIP; THAT CORRODE; OR THAT FADE, STAIN, PERFORATE, ERODE, OR CHALK DUE TO EFFECTS OF WEATHER OR SOLAR RADIATION WITHIN A SPECIFIED WARRANTY PERIOD. MANUFACTURER MAY EXCLUDE LIGHTNING DAMAGE, HAIL DAMAGE, VANDALISM, ABUSE, OR UNAUTHORIZED REPAIRS FROM SPECIAL WARRANTY PERIOD.

C. WARRANTY PERIOD: FIVE YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

END OF SECTION 260500

STATE OF ARKANSAS REGISTERED PROFESSIONAL ENGINEER No. 10054 SHANE R. LANNING

CERTIFICATE OF AUTH. ENGINEERING ELEMENTS, PLLC No. 1227 ARKANSAS-ENGINEER

Engineering Elements, PLLC

FAYETTEVILLE SKATE PARK
CITY OF FAYETTEVILLE
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

Engineering Elements
2458 East Joyce Boulevard, Suite 1
Fayetteville, AR 72703
Phone: 479-695-1333

MECHANICAL
ELECTRICAL
FIRE PROTECTION
DESIGN CONSULTANTS

ELECTRICAL SPECIFICATIONS

REVISIONS:
1
2
3

PROJECT: 20–057

DATE: 11–03–2020

ESL2.1

Bid 21-20, Addendum 1

CITY OF FAYETTEVILLE ARKANSAS

Date: Tuesday, December 29, 2020

To: All Prospective Vendors

From: Andrea Foren – aforen@fayetteville-ar.gov

RE: Bid 21-20, Construction – Walker Skate Park Lighting

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. ***BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.***

1. The City hereby **reschedules** a non-mandatory **pre-bid meeting** on **Tuesday, January 5, 2021 at 11:00 AM Central Time (US and Canada)** virtually via Zoom**.** Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform (or below). All interested parties are encouraged to attend.

   Topic: Pre-Bid Meeting: Bid 21-20, Construction - Walker Skate Park Lighting (Reschedule)
   Time: Jan 5, 2021 11:00 AM Central Time (US and Canada)

   Join Zoom Meeting
   https://zoom.us/j/91095945220?pwd=aERvYjJHVVBMZ3V2d1BKT2pYV3E1Zz09

   Meeting ID: 910 9594 5220
   Passcode: 376277
   One tap mobile
   +16465588656,,91095945220# US (New York)
   +13017158592,,91095945220# US (Washington D.C)

   Dial by your location
   +1 646 558 8656 US (New York)
   +1 301 715 8592 US (Washington D.C)
   +1 312 626 6799 US (Chicago)
   +1 669 900 9128 US (San Jose)
   +1 253 215 8782 US (Tacoma)
   +1 346 248 7799 US (Houston)
   877 853 5257 US Toll-free
   888 475 4499 US Toll-free
   Meeting ID: 910 9594 5220
   Find your local number: https://zoom.us/u/abH6uANzVI

Bid 21-20
Appendix A
City's Bid Package

Contract for Bid 21-20

Appendix B

Bid Submittal – Electrical Resources, Inc.

BID FORM

Contract Name: Construction – Walker Skate Park Lighting

Bid Number 21-20

BID TO:

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

BID FROM:

Bidder: ELECTRICAL RESOURCES, INC.
278 N. VAUGHN RD.
CENTERTON, AR 72719

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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.

Section 2 – Terms & Conditions:

2. 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 180 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 City's Notice of Award.

Section 3 – Bidder's Representations:

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
ADD. #1	12-29-2020

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 City 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 City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

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

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

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

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.

M.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Lump Sum Base Bid Price:

REFER TO THE CITY'S ELECTRONIC BIDDING PLATFORM FOR THIS SECTION OF THE BID FORM.

**** A Contractor's License is required to bid this project. This project requires a five (5) percent bid bond in the form of a corporate bid bond or cashier's check from a bank located in the State of Arkansas at time of bid opening. After contract award, a one hundred (100) percent performance and payment bond is required along with proof of insurance before construction begins.**

Costs include a complete turn-key price for work indicated on drawings and in specifications provided by the Project Manual and Drawings/Specs plus any site restoration required to return the site to its original form. All improvements listed above shall include applicable shipping, sales tax, and any other costs incurred to the City of Fayetteville.

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands the City reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within 90 calendar days from Notice to Proceed. Due to ordering lead time of equipment and parts for the project, the City intends to issue a Notice of Award, allowing the contractor to order materials, then proceed with a formal Notice to Proceed high lead time supplies and materials have been delivered.

B.) Liquidated damages shall be assessed in the amount of $500 per calendar day beginning with the first day after the final day calculated by the City for substantial completion.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Contractor: ELECTRICAL RESOURCES, INC.

Primary Contact: JAMES MILFORD

Address. 278 N. VAUGHN RD., CENTERTON, AR 72719

Phone No.: 479-685-6694

FAX No.: _____

Section 9 – List of Subcontractors

The undersigned submits the following makes of Subcontractors used in performing work for this project:

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
N/A	N/A	N/A

Section 9 – Signature:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 12TH Date of JANUARY, 20 21.

Arkansas State Contractor License No. 0057780521.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____FAX No._____

OPTION 2: 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. _____

OPTION 3: A Corporation or LLC

Corporation Name: ELECTRICAL RESOURCES, INC. (SEAL)

Date of Incorporation: 3-7-96

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: _____

(Signature – attach evidence of authority to sign)

Name (type or printed): JAMES H. MILFORD

Title: PRESIDENT

(CORPORATE SEAL)

Business address: 278 N. VAUGHN RD.

CENTERTON, AR 72719

Phone No.: 479-715-4350 FAX No.: _____

End of Section – Bid Form

MINUTES OF SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF
ELECTRICAL RESOURCES, INC.

A special meeting of the Board of Directors of Electrical Resources, Inc. was held at the corporate offices in Rogers, Arkansas on July 2, 2009, pursuant to a waiver of notice and consent, evidenced by the signature of each Director at the conclusion of these minutes.

Each director was present.

Upon motion duly made and seconded, the following Resolution was unanimously adopted, to wit:

"BE IT RESOLVED, that First National Bank of Centerton, be designated as a depository of the funds of this Corporation and all checks, drafts, or other orders for payment of money may be endorsed for deposit by stamp or personal endorsement of any officer or employee and deposited in said account.

"BE IT RESOLVED that any of the following:

NAME	TITLE
James H. Milford	President
Barbara Milford	Secretary/Treasurer
Corey Milford	Vice President
Chase Milford	Vice President
William D. Milford	Vice President

be and hereby are authorized to draw checks, drafts or other orders for the payment of money on said account and the Bank is authorized to honor the same including checks and drafts payable to this Corporation or to bearer or to the order of the person signing the same.

"BE IT RESOLVED that the following:

NAME	TITLE
James H. Milford	President
Barbara Milford	Secretary/Treasurer

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Electrical Resources, Inc.

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville

as Obligee, hereinafter called the Obligee, in the sum of

FIVE Percent of the Bid Amount, Dollars ($ 5% of Bid Amount)

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

Project: Walker Skate Park Lighting

Bid Date: 01/12/2021

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of January, 2021.

Electrical Resources, Inc.

Martha Ross
Witness

Title (Seal)

Granite Re, Inc.

Danny Lee Schneider
Attorney in Fact Danny Lee Schnedier (Seal)

GR0614-2

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BILLY EUGENE BENNETT JR.; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; STEVEN WAYNE HUTCHINS; TRACY FLETCHER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BILLY EUGENE BENNETT JR.; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; STEVEN WAYNE HUTCHINS; TRACY FLETCHER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 12th day of January, 2021.

Kyle P. McDonald, Assistant Secretary

GR0800-1

Item Number	Item	Quantity Requi	Unit of Measure	Unit Price
Bid 21-20, Total Base Bid (4)				
#1-1	Mobilization - Shall r	1	Lump Sum	2000
#1-1	Mobilization - Shall r	1	Lump Sum	2000
#1-2	Insurance and Bondi	1	Lump Sum	1760
#1-3	Total Remaining Cos	1	Lump Sum	84160.84

Back to Project

Bid 21-20, Construction - Walker Skate Park Lighting - Proposal Data

Show/Hide | Search

Supplier	AR Secretary of State Filing #	Arkansas Contractor's License #	Pursuant Arkansas Code Annotated §25-1-503, the Con currently boycott Israel and will not boycott Israel durin while in contract, with any public entity as defined in §2 contractor decides to boycott Israel, the contractor mus
A&A Service Electric Incorporated Scorecard Open...	62-1679476	0075980421	Yes
Electrical Resources, Inc. Scorecard Open...	#100130181	#0057780521	Yes
Innovative Power Solutions Scorecard Open...	800010491	AR 0173390421 April 28, 2020 - April 30, 2021	Yes

Help

Contract for Bid 21-20

Appendix C

Recommendation for Award

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

BID 21-20, CONSTRUCTION - WALKER SKATE PARK LIGHTING

Deadline: *Tuesday, January 12, 2021 before 2:00 PM, Local Time*
Certification Amount: *$ 93,000.00*
25% Allowance: *$ 23,250.00*
Total Allowance: *$ 116,250.00*

				A&A Service Electric Incorporated		Electrical Resources, Inc.		Innovative Power Solutions	
			Total Base Bid	$162,700.00		$87,920.84		$109,745.00	
#	Items	Quantity Required	Unit of Measure	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	**Bid 21-20, Total Base Bid**								
#1-1	Mobilization - Shall not exceed 5% of Total Base Bid	1	Lump Sum	$5,500.00	$5,500.00	$2,000.00	**$2,000.00**	$5,000.00	$5,000.00
#1-2	Insurance and Bonding	1	Lump Sum	$1,900.00	$1,900.00	$1,760.00	$1,760.00	$1,301.00	**$1,301.00**
#1-3	Total Remaining Costs to Complete Project	1	Lump Sum	$155,300.00	$155,300.00	$84,160.84	**$84,160.84**	$103,444.00	$103,444.00

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

Bid 21-20, Construction - Walker Skate Park Lighting

Project Overview

Project Details	
Reference ID	Bid 21-20, Construction - Walker Skate Park Lighting
Project Name	Bid 21-20, Construction - Walker Skate Park Lighting
Project Owner	Andrea Foren
Project Type	ITB
Department	Purchasing
Certification Amount	$93,000.00
25% Allowance	$23,250.00
Total Allowance	$116,250.00
Project Description	The City of Fayetteville is accepting bids from properly licensed and authorized firms for work related to electrical lighting upgrades to Walker Skate Park in Fayetteville, AR. All questions during the bidding process shall be addressed to Andrea Foren, City Purchasing Manager at aforen@fayetteville-ar.gov.
Open Date	Dec 21, 2020 12:00 AM CST
Close Date	Jan 12, 2021 2:00 PM CST

Highest Scoring Supplier	Score
Electrical Resources, Inc.	**100 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Bid Bond	Jan 12, 2021 2:03 PM CST	Adonis Bwashi
Required Signature Form	Jan 12, 2021 2:03 PM CST	Adonis Bwashi
AR Secretary of State Filing #	Jan 12, 2021 2:03 PM CST	Adonis Bwashi
Arkansas Contractor's License #	Jan 12, 2021 2:03 PM CST	Adonis Bwashi
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.	Jan 12, 2021 2:03 PM CST	Adonis Bwashi
Bid 21-20, Bid Form (BT-28BI)	Jan 12, 2021 2:03 PM CST	Adonis Bwashi

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?
Adonis Bwashi	Jan 12, 2021 2:04 PM CST	No

Public Notices

Pre-Bid Meeting: Bid 21-20, Construction - Walker Skate Park Lighting (Reschedule)

Adonis Bwashi, Dec 29, 2020 3:05 PM CST

To All, The City hereby reschedules a non-mandatory pre-bid meeting on Tuesday, January 5, 2021 at 11:00 AM Central Time (US and Canada) virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform (or below). All interested parties are encouraged to attend. Andrea Foren is inviting you to a scheduled Zoom meeting. Topic: Pre-Bid Meeting: Bid 21-20, Const - Walker Skate Park Lighting (Reschedule) Time: Jan 5, 2021 11:00 AM Central Time (US and Canada) Join Zoom Meeting https://zoom.us/j/91095945220?pwd=aERvYjJHVVBMZ3V2d1BKT2pYV3E1Zz09 Meeting ID: 910 9594 5220 Passcode: 376277 One tap mobile +16465588656,,91095945220# US (New York) +13017158592,,91095945220# US (Washington D.C) Dial by your location +1 646 558 8656 US (New York) +1 301 715 8592 US (Washington D.C) +1 312 626 6799 US (Chicago) +1 669 900 9128 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) 877 853 5257 US Toll-free 888 475 4499 US Toll-free Meeting ID: 910 9594 5220 Find your local number: https://zoom.us/u/abH6uANzVI

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
A&A Service Electric Incorporated	Jan 12, 2021 1:50 PM CST	Alex Guajardo	alexguaj@aol.com	MTE2MTE3
Electrical Resources, Inc.	Jan 12, 2021 12:34 PM CST	James Milford	james@electrical-resources.com	MTE2MDU0
Innovative Power Solutions	Jan 12, 2021 1:28 PM CST	Keith Lynch	keith.lynch@innpower.com	MTE2MDk4

Project Criteria

Criteria	Points	Description
Total Lump Sum Bid Price	100 pts	Total Lump Sum Bid
Within Certified Funds	Pass/Fail	Total base bid must be within 125% of certified funds.
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	Total Lump Sum Bid Price	Within Certified Funds
Supplier	**/ 100 pts**	**/ 100 pts**	**Pass/Fail**
Electrical Resources, Inc.	100 pts	100 pts ($87,920.84)	Pass
Innovative Power Solutions	80.11 pts	80.11 pts ($109,745.00)	Pass
A&A Service Electric Incorporated	54.04 pts	54.04 pts ($162,700.00)	Fail

Signatures

Name	Signatures
Andrea Foren (Project Owner)	Andrea Foren Digitally signed by Andrea Foren Date: 2021.01.13 16:14:30 -06'00'
Adonis Bwashi (Evaluator)	 Digitally signed by Adonis Bwashi DN: cn=Adonis Bwashi, email=abwashi@fayetteville-ar.gov, c=US Date: 2021.01.13 16:12:33 -06'00'