City of Fayetteville Staff Review Form

2021-1040

Legistar File ID

1/4/2022

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

Tim Nyander	12/21/2021	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends awarding Bid #21-80 and approving a construction contract with Caldwell Tanks, Inc. in the amount of $1,155,000.00 for construction of a new elevated water storage tank, associated site improvements, and demolition of the existing tank. Staff also recommends approval of a project contingency in the amount of $231,000.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5808.00	Water and Sewer
Account Number	Fund
10006.1	Benson Mountain Pressure Plan Project
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	681,152.00
		Funds Obligated	$	632,305.82
		Current Balance	**$**	**48,846.18**
Does item have a cost?	Yes	Item Cost	$	1,386,000.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	1,386,000.00
		Remaining Budget	**$**	**48,846.18**

V20210527

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 JANUARY 4, 2022

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Tim Nyander, Utilities Director

FROM: Corey Granderson, Utilities Engineer

DATE: December 21, 2021

SUBJECT: **Bid #21-80, Caldwell Tanks, Inc. – Construction Contract for Benson Mountain Elevated Water Storage Tank Improvements**

RECOMMENDATION:
Staff recommends awarding Bid #21-80 and approving a construction contract with Caldwell Tanks, Inc. in the amount of $1,155,000.00 for construction of a new elevated water storage tank, associated site improvements, and demolition of the existing tank. Staff also recommends approval of a project contingency in the amount of $231,000.00, and approval of a budget adjustment.

BACKGROUND:
On December 14th, 2021 the City of Fayetteville accepted sealed competitive bids for the Benson Mountain Elevated Water Storage Tank Improvements project. Caldwell Tanks, Inc. submitted the lowest bid. All bids are shown here:

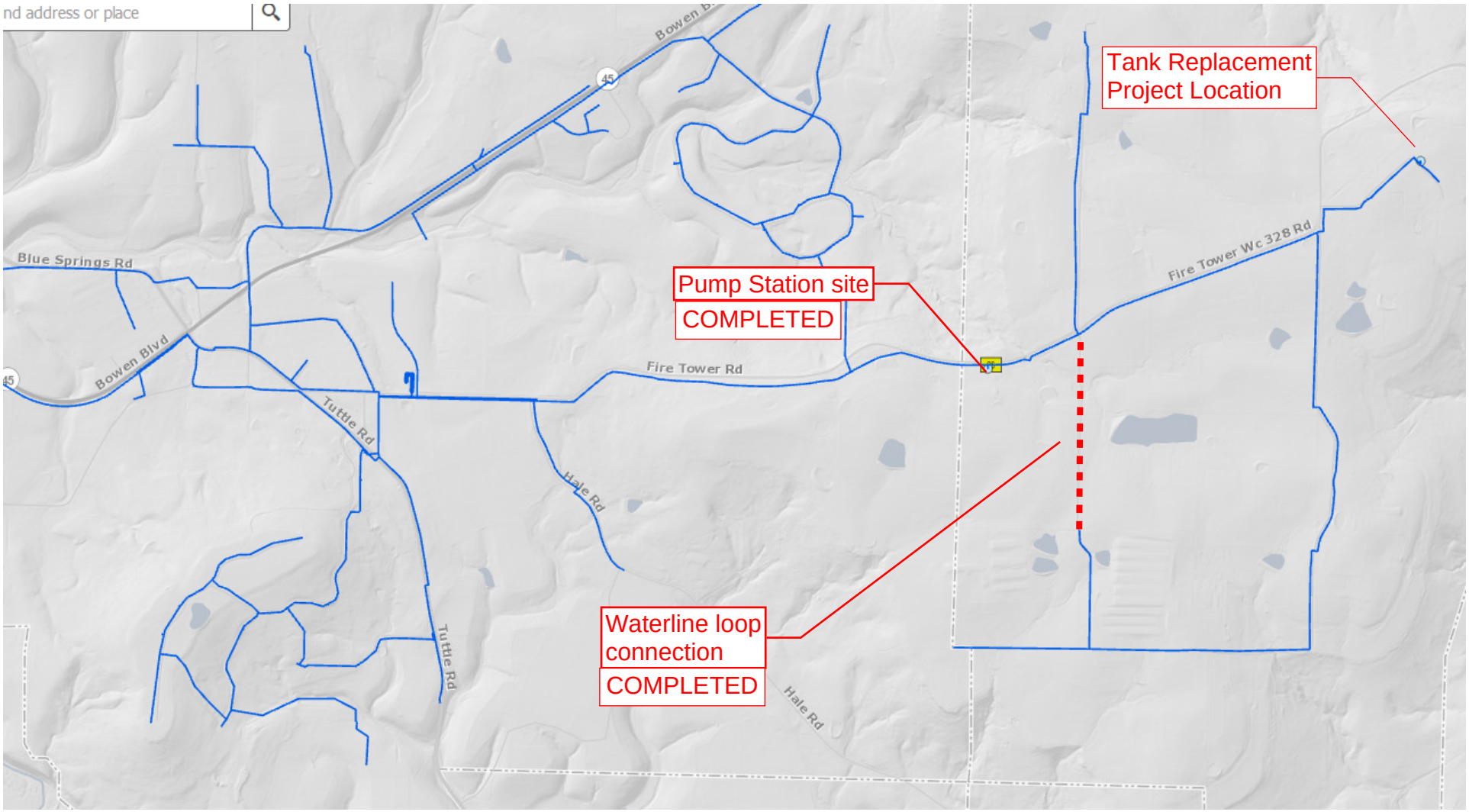
Caldwell Tanks, Inc.	*$1,155,000.00*
Maguire Iron, Inc.	$1,445,600.00
Phoenix Fabricators & Erectors, Inc.	$1,315,671.00

DISCUSSION:
This project will remove the aging and undersized water standpipe (35,000 gal) serving the Benson Mountain Pressure Plane and will construct a new, larger elevated water storage tank (100,000 gal) to better meet system demands in this vicinity. These improvements were recommended in the City's Water Master Plan by Olsson, Inc.

BUDGET/STAFF IMPACT:
This project is eligible for utilization of impact fee funds. Funds will be moved from the Water Impact Fee and Sanitary Sewer Rehabilitation accounts to the Water System Rehabilitation account to cover the costs of this project.

Attachments:
Project Vicinity Map
Certified Bid Tab, Bid #21-80
Submittal
Agreement

Benson Pressure Plane Improvements
Vicinity Map | NTS



CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

BID 21-80, CONSTRUCTION - BENSON WATER TANK

DEADLINE: TUESDAY, DECEMBER 14, 2021 BEFORE 2 PM, LOCAL TIME

CERTIFICATION OF FUNDS		
Certified Funds	$	1,500,000.00
25% Additional Allowance Allowed Per State Law	$	375,000.00
Maximum Award Amount	$	1,875,000.00

SUMMARY OF ALL BID SCHEDULES

		Caldwell Tanks, Inc.	**Maguire Iron, Inc.**	**Phoenix Fabricators and Erectors, LLC**
TOTAL BASE BID (ALL BID SCHEDULES)	$	1,155,000.00	$1,445,600.00	$1,315,671.00

		Caldwell Tanks, Inc.	**Maguire Iron, Inc.**	**Phoenix Fabricators and Erectors, LLC**
Bid Schedule Number	Bid Schedule 1	TotalCost	TotalCost	TotalCost
#1-1	Performance and Payment Bond	**$4,400.00**	$30,000.00	$16,500.00
#1-2	Mobilization	$55,000.00	$70,000.00	**$50,000.00**
#1-3	Construction Erosion Control	**$1,500.00**	$6,000.00	$5,000.00
#1-4	Site Preparation and Grading	**$3,500.00**	$18,000.00	$15,000.00
#1-5	Clearing and Grubbing	**$3,000.00**	$17,000.00	$17,000.00
#1-6	OSHA Trench Safety	**$2,000.00**	$3,000.00	$3,000.00
#1-7	Improvements as shown in the Plans and stated in the Specifications	**$1,019,870.00**	$1,224,340.00	$1,131,771.00
#1-8	Demolish Existing 35,0000-Gallon Benson Mountain Standpipe	$30,000.00	$13,700.00	**$13,500.00**
#1-9	Construct Gravel Access Drive (8" Thickness)	**$19,680.00**	$39,360.00	$36,900.00
#1-10	Undercut Gravel Access Drive and Backfill with Oversize Rock	**$8,250.00**	$12,000.00	$12,500.00
#1-11	Remove Gravel Access Drive and Restore with Seed, Fertilize, and Mulch	**$6,300.00**	$11,200.00	$14,000.00
#1-12	Install Temporary 20' Gate Assembly and Remove following Construction	$1,500.00	$1,000.00	**$500**

Bid 21-80, Construction - Benson Water Tank - Bid 21-80, Construction - Benson Water Tank

Project Overview

Project Details	
Reference ID	Bid 21-80, Construction - Benson Water Tank
Project Name	Bid 21-80, Construction - Benson Water Tank
Project Owner	Jonathan Smith
Project Type	ITB
Department	Purchasing
Budget	$0.00 - $0.00
Project Description	The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of the 100,000-gallon Benson Mountain Multi-Column Elevated Water Storage Tank with related site improvements and demolition of the existing 35,000-gallon Benson Mountain Standpipe. All questions should be addressed to Jonathan Smith, Sr. Purchasing Agent at jonsmith@fayetteville-ar.gov.
Open Date	Nov 14, 2021 12:00 AM CST
Close Date	Dec 14, 2021 2:00 PM CST

Highest Scoring Supplier	Score
Caldwell Tanks, Inc.	**100 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Bid Bond	Dec 14, 2021 2:11 PM CST	Jonathan Smith
Required Signature Forms	Dec 14, 2021 2:11 PM CST	Jonathan Smith
AR Secretary of State Filing #	Dec 14, 2021 2:11 PM CST	Jonathan Smith
Arkansas Contractor's License #	Dec 14, 2021 2:11 PM CST	Jonathan Smith
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.	Dec 14, 2021 2:11 PM CST	Jonathan Smith
Bid 21-80 Bid Table (BT-47OS)	Dec 14, 2021 2:11 PM CST	Jonathan Smith

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?
Jonathan Smith	Dec 14, 2021 2:11 PM CST	No

Questions and Answers

C & G Land Service

Clearing and undercut

LINDA LEWIS, Nov 29, 2021 10:02 AM CST
Just to clarify, in one paragraph it states that cleared material can be burned if a permit is obtained ahead of time, in another it states that material will be hauled off. Can material cleared be burned onsite? If undercut is called for, can it be wasted onsite?
Jonathan Smith, Nov 29, 2021 10:36 AM CST
Your question has been added to the list and will be answered when we issue addendum 1.

Modern Fence and Supply

Fencing on Bid Table

Hunter Van Dusen, Nov 19, 2021 11:57 AM CST
The only Fencing mentioned on the Bid Table is the 20' temp gate Though other sheets show fencing and gate at the new Tank site. Will this be added later or be part of award winners bidding with Subs?
Jonathan Smith, Nov 19, 2021 1:29 PM CST
Your question has been added to the list and will be answered when we issue addendum 1 shortly after our pre-bid meeting next week.

Public Notices

Bid 21-80, Addendum 1

Jonathan Smith, Nov 29, 2021 2:49 PM CST
Addendum 1 has been posted. This addendum was used to answer all questions submitted to the Purchasing Division as well as to provide a complete list of everyone who attended the pre-bid meeting last week.

Bid 21-80, FILE 07 - Addendum 2

Jonathan Smith, Dec 06, 2021 9:05 AM CST
Addendum #2 has been posted for Bid 21-80. Items in this addendum are technical in nature and were generated based on internal discussions about safety and communications at the tower.

CITY OF FAYETTEVILLE ARKANSAS

Internal Discussions

No messages

CITY OF FAYETTEVILLE ARKANSAS

Approvals

No approval requests

CITY OF FAYETTEVILLE ARKANSAS

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Phoenix Fabricators and Erectors, LLC	Dec 14, 2021 7:14 AM CST	Phoenix Fabricators	vicki.gossel@phoenixtank.com	MTc5ODYz
Caldwell Tanks, Inc.	Dec 14, 2021 12:08 PM CST	Eric Monske	emonske@caldwelltanks.com	MTgwMDI0
Maguire Iron, Inc.	Dec 14, 2021 1:47 PM CST	Shannan Ellefson	ellefsons@maguireiron.com	MTgwMDk2

CITY OF FAYETTEVILLE ARKANSAS

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**	

CITY OF FAYETTEVILLE ARKANSAS

Scoring Summary

Active Submissions

	Total	Total Lump Sum Bid Price	Within Certified Funds
Supplier	**/ 100 pts**	**/ 100 pts**	**Pass/Fail**
Caldwell Tanks, Inc.	100 pts	100 pts ($1,155,000.00)	Pass
Phoenix Fabricators and Erectors, LLC	87.79 pts	87.79 pts ($1,315,671.00)	Pass
Maguire Iron, Inc.	79.9 pts	79.9 pts ($1,445,600.00)	Pass

CITY OF FAYETTEVILLE ARKANSAS

Proposal Scores

Phoenix Fabricators and Erectors, LLC - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Total Lump Sum Bid Price	Within Certified Funds
Reviewer	**/ 100 pts**	**/ 100 pts**	**Pass/Fail**
Amanda Beilfuss	-	-	-
Andrea Foren	-	-	-
Jonathan Smith	87.79 pts	$1,315,671.00	Pass
	Average:	**$1,315,671.00**	**Pass**
		↓	↓
Calculated:	**87.79 pts**	**87.79 pts ($1,315,671.00)**	**Pass**

CITY OF FAYETTEVILLE ARKANSAS

Caldwell Tanks, Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Total Lump Sum Bid Price	Within Certified Funds
Reviewer	**/ 100 pts**	**/ 100 pts**	**Pass/Fail**
Amanda Beilfuss	-	-	-
Andrea Foren	-	-	-
Jonathan Smith	100 pts	$1,155,000.00	Pass
	Average:	**$1,155,000.00** ↓	**Pass** ↓
Calculated:	**100 pts**	**100 pts ($1,155,000.00)**	**Pass**

CITY OF FAYETTEVILLE ARKANSAS

Maguire Iron, Inc. - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Total Lump Sum Bid Price	Within Certified Funds
Reviewer	**/ 100 pts**	**/ 100 pts**	**Pass/Fail**
Amanda Beilfuss	-	-	-
Andrea Foren	-	-	-
Jonathan Smith	79.9 pts	$1,445,600.00	Pass
	Average:	**$1,445,600.00** ↓	**Pass** ↓
Calculated:	**79.9 pts**	**79.9 pts ($1,445,600.00)**	**Pass**

Proposal Score Comments

Phoenix Fabricators and Erectors, LLC - Scoring Comments

Total Lump Sum Bid Price - Reviewer Scores

Reviewer	Score	Reason	Comments
Jonathan Smith	87.79 pts ($1,315,671.00)	-	Total Base Bid

Within Certified Funds - Reviewer Scores

Reviewer	Score	Reason	Comments
Jonathan Smith	Pass	Meets the requirement(s)	Below Certified amount.

CITY OF FAYETTEVILLE ARKANSAS

Caldwell Tanks, Inc. - Scoring Comments

Total Lump Sum Bid Price - Reviewer Scores

Reviewer	Score	Reason	Comments
Jonathan Smith	100 pts ($1,155,000.00)	-	Total Base Bid

Within Certified Funds - Reviewer Scores

Reviewer	Score	Reason	Comments
Jonathan Smith	Pass	Meets the requirement(s)	Below the Certified Funds

CITY OF FAYETTEVILLE ARKANSAS

Maguire Iron, Inc. - Scoring Comments

Total Lump Sum Bid Price - Reviewer Scores

Reviewer	Score	Reason	Comments
Jonathan Smith	79.9 pts ($1,445,600.00)	-	Total Base Bid

Within Certified Funds - Reviewer Scores

Reviewer	Score	Reason	Comments
Jonathan Smith	Pass	Meets the requirement(s)	Below the Certified amount.

CITY OF FAYETTEVILLE ARKANSAS

Signatures

Name	Signatures
Jonathan Smith (Project Owner)	Jonathan Smith Digitally signed by Jonathan Smith Date: 2021.12.15 09:48:36 -06'00'
Amanda Beilfuss (Evaluator)	Amanda Beilfuss Digitally signed by Amanda Beilfuss Date: 2021.12.20 15:30:53 -06'00'
Andrea Foren (Evaluator)	Andrea Foren Digitally signed by Andrea Foren Date: 2021.12.20 15:29:30 -06'00'
Jonathan Smith (Evaluator)	Jonathan Smith Digitally signed by Jonathan Smith Date: 2021.12.15 09:48:58 -06'00'

SECTION 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219

as Principal, hereinafter called the Principal, and

Great American Insurance Company
301 East 4th Street
Cincinnati, OH 45202

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

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

as Obligee, hereinafter called Owner, in the sum of Five Percent of Total Bid Amount---------- Dollars ($5% of Bid Amount), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Benson Mountain Elevated Water Storage Tank Improvements, Bid 21-80, Construction.

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

Signed and sealed this 14th day of December 2021

SECTION 00410 – BID BOND (continued)

PRINCIPAL

Caldwell Tanks, Inc.

By _____
(Signature)

Eric W. Monske, Sales Manager
(Type or print)

(CORPORATE SEAL)

SURETY

Great American Insurance Company

By _____
(Signature)

Cherie Brewer
(Type or print)

ATTORNEY-IN-FACT

Cherie Brewer - John Mark Strader

By _____
(Signature)

John Mark Strader
(Type or print)

(CORPORATE SEAL)

This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety

END OF SECTION 00410

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21502

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PHILIP D. ANDERTON	ALL OF	ALL
BRIAN CRAWFORD	LOUISVILLE,	$100,000,000
NED BOOKER	KENTUCKY	
CHERIE BREWER		
JOHN MARK STRADER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of FEBRUARY , 2021

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of FEBRUARY , 2021 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of December , 2021 .

Assistant Secretary

DOCUMENT 00400-BID FORM

Contract Name: Benson Mountain Elevated Water Storage Tank Improvements

Bid Number: 21 - 80, Construction

BID TO:

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

BID FROM:

Bidder: Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219

ARTICLE 1- INTENT

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

ARTICLE 2- TERMS AND CONDITIONS

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

2.02 The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices.

DOCUMENT 00400-BID FORM (continued)

ARTICLE 3- BIDDER'S REPRESENTATIONS

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

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

Number	Date
1	11/29/2021
2	12/6/2021

DOCUMENT 00400-BID FORM (continued)

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

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

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

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

DOCUMENT 00400-BID FORM (continued)

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

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

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

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

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

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

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

DOCUMENT 00400-BID FORM (continued)

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items.

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

In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.

Bidder shall complete the Work in accordance with the Contract Documents for the price(s) indicated on the UNIT PRICE BID SCHEDULE. The UNIT PRICE BID SCHEDULE shall be completed using the Bonfire software as directed in the Invitation to Bid.

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of Schedule 1.

ARTICLE 5- CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

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

ARTICLE 6- BID CONTENT

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

A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of Five Percent of Total Bid Amount Dollars ($ 5% of Total Bid Amount)

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

DOCUMENT 00400-BID FORM (continued)

ARTICLE 7- COMMUNICATIONS

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

Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219
Email sales@caldwelltanks.com
Phone No. (502) 964-3361
Fax No. (502) 966-8732

ARTICLE 8- TERMINOLOGY

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

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of $10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of $2,000.

DOCUMENT 00400-BID FORM (continued)

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement 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;

(c) 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 (b) of this certification; and

(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.

I understand that a false statement on this 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.

DOCUMENT 00400-BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on December 14, 20 21

Arkansas State Contractor License No. 0028840422

If Bidder is:

An Individual

Name (type or printed):_____

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

Doing business as:_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

A Partnership

Partnership Name :_____(SEAL)

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

Name (type or printed):_____

Business address:_____

_____

Phone No:_____Fax No._____

Email Address:_____

DOCUMENT 00400-BID FORM (continued)

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name : Caldwell Tanks, Inc. (SEAL)

State of Incorporation: Kentucky

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

General Business

By: _____

(Signature-attach evidence of authority to sign)

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

Name (type or printed): Eric W. Monske

Title: Sales Manager

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

David E. Bartley, Secretary

Business address: 4000 Tower Road

Louisville, KY 40219

Phone No: (502) 964-3361 Fax No. (502) 966-8732

Email Address: sales@caldwelltanks.com

END OF DOCUMENT 00400

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **CALDWELL TANKS, INC.**, Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

KEVIN J. GALLAGHER
PATRICK A. SMITH
ERIC W. MONSKE
WILLIAM A. STETZLER
SHANNON MCKAMEY
CONRAD R. SPANGLER, III

This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, CALDWELL TANKS, INC. has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 4th day of May, 2021.

ATTEST:

CALDWELL TANKS, INC.

(SEAL)_____

BY: _____
K. Ryan Harvey
President

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 4th day of May, 2021, before me personally appeared K. Ryan Harvey, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)_____

BY: _____
Carolyn E. Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2023

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, David E. Bartley, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 14th day of December, 2021.

(SEAL)_____

BY: _____
David E. Bartley, Secretary
Caldwell Tanks, Inc.

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8258
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 21-80, Construction – Benson Water Tank
DEADLINE: Tuesday, December 14, 2021 before 2:00 PM, Local Time
ACCEPTABLE DELIVERY METHODS:
(1) City's third-party bidding platform, OR
(2) Sealed and delivered directly to the City of Fayetteville as instructed in the advertisement
PURCHASING AGENT: Jonathan Smith jonsmith@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 11/14/2021 & 11/21/2021

INVITATION TO BID
Bid 21-80, Construction – Benson Water Tank

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, Bonfire, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform 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.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Caldwell Tanks, Inc.

Contact Person: Eric W. Monske Title: Sales Manager

E-Mail: sales@caldwelltanks.com Phone: (502) 964-3361

Business Address: 4000 Tower Road

City: Louisville State: Kentucky Zip: 40219

Signature: Date: December 14, 2021

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

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.

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

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

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

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

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

[X] All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the location 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 stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

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

[X] Additional Information Required:

- List of Subcontractors: Submit form on Bonfire or attach if submitting a physical bid
- AR Secretary of State Filing: 100058306 or submit on the City's electronic bidding platform
- Arkansas Contractor License#: 0028840422 or submit on the City's electronic bidding platform
- 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 City's electronic bidding platform (preferred), OR circle applicable answer: (YES) *or* NO

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Benson Mountain Elevated Water Storage Tank Improvements
Bid 21-80, Construction

Date: December 14, 20 21

SUBMITTED TO:

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

SUBMITTED BY:

Company Caldwell Tanks, Inc.

Name Eric W. Monske, Sales Manager

Address 4000 Tower Road, Louisville, KY 40219

Principal Office 4000 Tower Road, Louisville, KY 40219

Corporation, LLC, partnership, individual, joint venture, other Corporation

Arkansas State General Contractor's License Number 0028840422

(Type or legibly print)

For a Bidder (Contractor) to be considered as Qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville.

The Contactor must also provide documentation with the bid to document:

The Contractor's successful completion of five contracts similar in scope to this City of Fayetteville Bid.

The Contractor shall have executed work for municipalities operating water distribution facilities with a minimum of three (3) projects equaling or exceeding five hundred thousand dollars ($500,000) for installation of the product(s) bid. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 134 years and has performed work of the nature and magnitude of this Contract for 134 years. Bidder has been in business under its present name for 52 years.

2. The Contactor must also provide documentation with the bid to document the Contractor's successful experience with the following:

   a. The Contactor must also provide documentation with the bid to document the Contractor's successful completion of five contracts similar in scope to this City of Fayetteville Bid.

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

4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

5. Has Bidder ever failed to complete any project? If so, state when, where, and why. No

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

   The design, fabrication and erection of an elevated water storage tank.

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

   See attached

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

   Surety: Great American Insurance Company, 301 East Fourth Street, Cincinnati, OH 45202

   Agent: Sterling Thompson Company, 3006 EastPoint Parkway, Louisville, KY 40223

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

   2021 - 0.66

FINANCIAL STATEMENT (IF REQUESTED)

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

Bidder possesses adequate financial resources as indicated by the following:

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

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

   b. Net fixed assets.

   c. Other assets.

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

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

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

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

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

	Judgment Creditors	Where Docketed and Date	Amount
a.	See attached		$
b.			$

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

Date: December 14, 2021

(OFFICIAL SEAL)

Name of Organization:

Caldwell Tanks, Inc.

By Eric W. Monske

(Type or legibly print)

By _____

(Signature)

Title Sales Manager

(Type or legibly print)

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

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00140

CALDWELL
Since 1887
Water - Energy - Industrial

BIDDER'S QUALIFICATION STATEMENT

2. **Similar Projects:**

See attached listing of Double Ellipsoidal style tanks completed by Caldwell Tanks.

2. **Projects under Contract:**

See attached listing of Contracts under Construction for Double Ellipsoidal style tanks.

3. See attached listing of Double Ellipsoidal style tanks completed by Caldwell Tanks.

6. **Construction Experience of Key Individuals:**

K. Ryan Harvey	President	23 years	Admin/Engineering
Kevin J. Gallagher	Vice President	26 years	Sales/Engineering
Tony Burke	Director-Engineering	33 years	Engineering
David Francis	Director-Operations	29 years	Civil Construction
Michael R. Shaffer	Director-Steel Construction	24 years	Steel Construction
Wilson Frazier	Director-Environmental Health & Safety	32 years	Safety
Scott McIntire	Director-Quality Assurance	40 years	Project Management Quality Assurance

Resumes available upon request

Judgements, Claims, Arbitration/Lawsuits:

Acting as a general contractor, Caldwell Tanks completes approximately two hundred (200) construction projects annually. In the course of completing these contracts, we issue approximately 700 subcontracts and will engage subcontractors for about 25% of the work such as electrical, foundation, fencing, site work, etc. On occasions, disputes and claims arise. On very rare occasions, arbitration or other legal remedies will settle disputes and claims.

At the present time, there are approximately a dozen active claims or disputes pending settlement through legal channels or otherwise. For the past five years, the total dollar amount of disputed claims has never exceeded 1/2 of 1 percent of annual dollar volume.

4000 Tower Road | Louisville, KY 40219 | P: 502-964-3361 | F: 502-966-8732
57 East Broad Street | Newnan, GA 30263 | P: 770-253-3232 | F: 770-251-9253

DOUBLE ELLIPSOIDAL ELEVATED WATER TANKS

CAPACITY	LOCATION/OWNER	ENGINEER	DATE COMPLETED
100M Elevated 165' HWL	City of Kermit Kermit, TX (432) 586-3468	Parkhill, Smith & Cooper Lubbock, TX Zack Dawson (806) 473-2200	10/21 $433,000.00
100M Elevated 65' HWL	Madison County PWSD No. 1 Fredericktown, MO (573) 783-3460	Taylor Engineering, LLC Farmington, MO Timothy D. Robbs (573) 756-9226	06/21 $537,000.00
100M Elevated 120' HWL Meridian, MS	Long Creek Water Association Meridian, MS Scott Litchfield (601) 693-3096	Engineering Service Richland, MS Sheila Williams, PE (601) 939-8737	8/20 $453,000.00
100M Elevated 81' HWL	Rattlesnake Ridge Water Dist. 3563 State Hwy. 1661 (OFF SR 7) Grayson, KY 41143 Bill Gilbert (606) 474-7570	Kentucky Engineering Group, PLLC 161 North Locust Street Varsailles, KY 40383 James C. Thompson, PE (859) 251-4127	5/20 $485,000.00
100M Elevated 144'6" HWL Leake Co., MS	Edinburg Domestic Water System Carthage, MS Todd Thorton (601) 267-0355	Calvert-Spradling Engineers West Point, MS Stanley Spradling, PE (662) 494-7101	8/19 $428,000.00
100M Elevated 111'6" HWL Sardis, KY	Buffalo Trail Water Association Mays Lick, KY Dick Clary (606) 763-6516	Cann-Tech, LLC Lawrenceburg, KY Matt Baker, PE (502) 859-0907	6/18 $509,000.00
100M Elevated 100'3" HWL Adair Co., IA	Southern Iowa Rural Water Assoc. Creston, IA Dan McIntosh (641) 782-5744	Garden & Associates, Ltd. Oskaloosa, IA Mark J. Fincel, PE (641) 672-2526	11/17 $448,000.00
100M Elevated 153' HWL	Big V Water Association Booneville, MS Jurgen Hellriegel (662) 728-6901	Cook Coggin Engineers, Inc. Tupelo, MS Nick Brawner (662) 842-7396	2/17 $474,000.00
100M Elevated 178' HWL	Eastern Heights Water Works Amite, LA Jonathan Watts (985) 748-8488	Professional Engineering Baton Rouge, LA David Colson, PE (225) 769-2810	11/16 $786,000.00
100M Elevated 141'6"	Red River County WSC Clarksville, TX John Ragsdill (903) 427-2891	Hayter Engineering, Inc. Paris, TX Moses Ogolla (903) 785-0303	10/15 $572,000.00

Contracts under construction

Capacity/Tank/HWL			Owner		Engineer		Completion/Amount
75000	DE	100' HWL	RATTLESNAKE RIDGE WATER DISTRICT		KENTUCKY ENGINEERING GROUP, PLLC		
E-8757			GRAYSON	KY	VERSAILLES	KY	$460,000.00
					(859) 251-4127		
75000	DE	118' HWL	TOWN OF TAYLORTOWN		LKC ENGINEERING, PLLC		
E-9048			PINEHURST	NC	ABERDEEN	NC	$859,000.00
					(910) 420-1437		
75000	DE	130' HWL	EMERALD COAST UTILITY SERVICES, INC.		AMERICAN STATES UTILITY SERVICES, IN		
E-9006			EGLIN AFB	FL	EGLIN AFB	FL	$925,000.00
					(770) 528-3881		
75000	DE	130' HWL	CORNA KOKOSING CONSTRUCTION COMPANY		SANDS DECKER ENGINEERS & SURVEYOR		
E-9007			WESTERVILLE	OH	COLUMBUS	OH	$720,000.00
75000	DE	143' HWL	CITY OF MINNETONKA BEACH		STANTEC		
E-8987			MINNETONKA BEACH	MN	MINNEAPOLIS	MN	$1,127,000.00
					(651) 636-4600		
100000	DE	114'3" HWL	PATOKA WATER COMPANY, INC.		MIDWESTERN ENGINEERS, INC.		
E-9069			TASWELL	IN	LOOGOOTEE	IN	$608,020.00
					(812) 295-2800		

Capacity/Tank/HWL			Owner		Engineer		Completion/Amount
100000	DE	129' HWL	CITY OF DUDLEY		T.R. LONG ENGINEERING, PC		
E-9084			DUDLEY	GA	HINESVILLE	GA	$662,000.00
					(912) 352-0005		
100000	DE	163'6" HWL	SOUTH LOWNDES WATER ASSOCIATION, INC.		CALVERT-SPRADLING ENGINEERS, INC.		
E-9114			CRAWFORD	MS	WEST POINT	MS	$694,000.00
					(662) 494-7101		
100000	DE	96' HWL	CITY OF LOGAN		STANTEC CONSULTING SERVICES, INC.		
E-8693			LOGAN	OH	LOGAN	OH	$614,000.00
					(740) 380-2828		
125000	DE	139' HWL	CITY OF PAVO		WATKINS & ASSOCIATES, LLC		
E-9009			PAVO	GA	TIFTON	GA	$687,000.00
					(229) 388-8823		
150000	DE	105'3" HWL	VILLAGE OF SANDOVAL		J.T. BLANKINSHIP, INC.		
E-9083			SANDOVAL	IL	MURPHYSBORO	IL	$1,273,000.00
					(618) 687-1771		
150000	DE	124' HWL	NORTH LEE COUNTY WATER ASSOCIATION		COOK COGGIN ENGINEERS, INC.		
E-9062			SALTILLO	MS	TUPELO	MS	$813,000.00
					(662) 842-7381		

Capacity/Tank/HWL			Owner		Engineer		Completion/Amount
150000	DE	140' HWL	VILLAGE OF LA RUE		GPD ASSOCIATES		
E-8999			LA RUE	OH	AKRON	OH	$990,000.00
					(330) 572-2193		
150000	DE	140' HWL	MOUNT OLIVE WATER ASSOCIATION		WGK, INC.		
E-8630			BOLTON	MS	CLINTON	MS	$716,000.00
					(601) 925-4444		
150000	DE	170' HWL	MUD CREEK WATER ASSOCIATION		PRECISION ENGINEERING CORPORATION		
E-9060			PONTOTOC	MS	OXFORD	MS	$647,000.00
					(662) 234-8539		
150000	DE	75'6" HWL	MONROE COUNTY WATER DISTRICT		STIGALL ENGINEERING ASSOCIATES, INC.		
E-8384			TOMPKINSVILLE	KY	NASHVILLE	TN	$474,634.00
					(615) 460-7515		

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **CALDWELL TANKS, INC.**, Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

KEVIN J. GALLAGHER
PATRICK A. SMITH
ERIC W. MONSKE
WILLIAM A. STETZLER
SHANNON MCKAMEY
CONRAD R. SPANGLER, III

This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, CALDWELL TANKS, INC. has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 4th day of May, 2021.

ATTEST:

(SEAL)_____

CALDWELL TANKS, INC.

BY: _____
K. Ryan Harvey
President

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 4th day of May, 2021, before me personally appeared K. Ryan Harvey, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.

(SEAL)_____

BY: _____
Carolyn E. Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2023

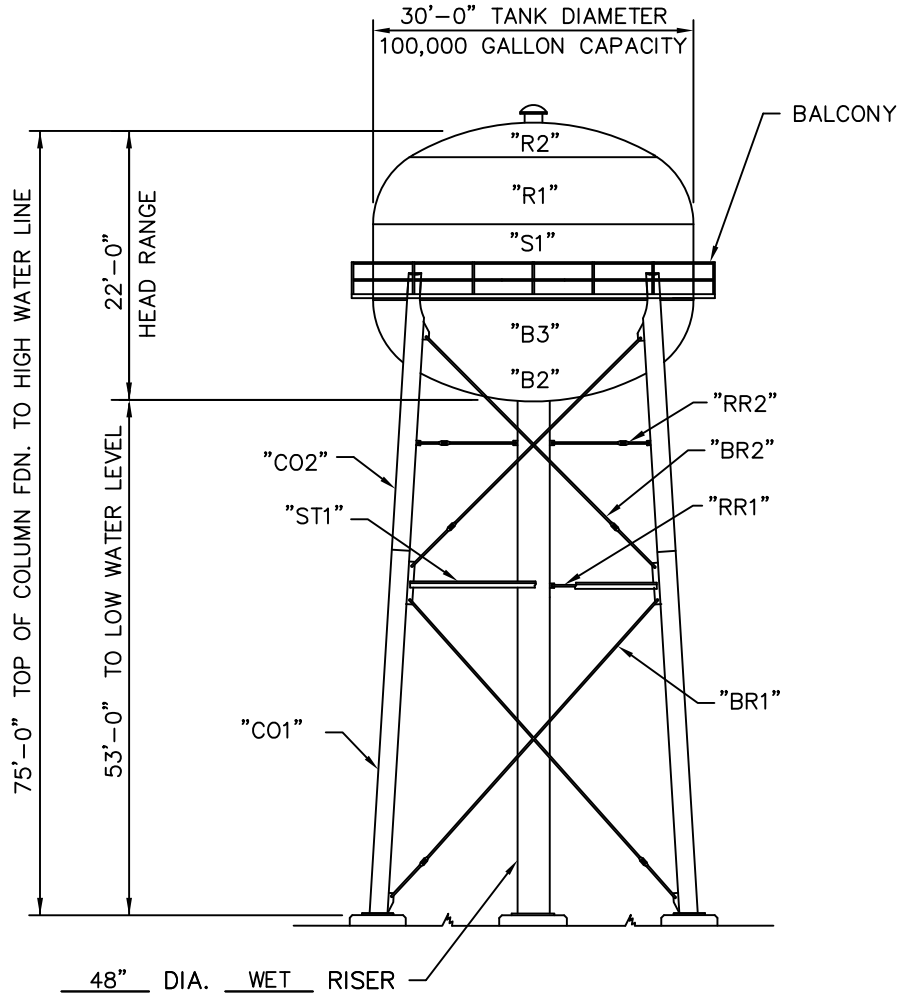
STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

I, David E. Bartley, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 14th day of December, 2021.

(SEAL)_____

BY: _____
David E. Bartley, Secretary
Caldwell Tanks, Inc.



ELEVATION

MATERIAL THICKNESS

CONTAINER:

"R2" : 1/4"
"R1" : 1/4"
"S1" : 1/4"
"B3" : 1/4"
"B2" : 1/4"
RISER : 1/4"

TOWER:

COLUMNS
DIAMETER: 20"
"CO2": 1/4" (THICKNESS)
"CO1": 1/4" (THICKNESS)

STRUT
"ST1": W6x20

BRACE RODS
"BR2": 1"
"BR1": 1"

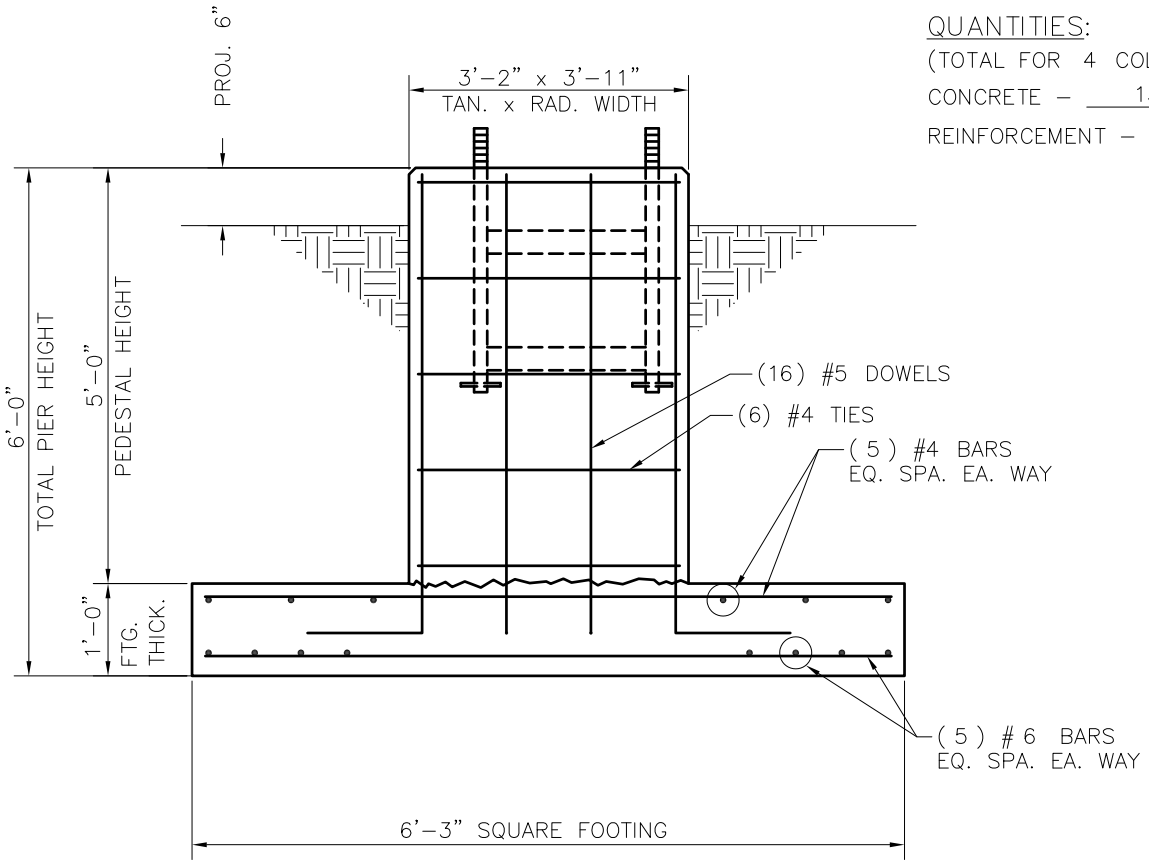
DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.
ALL ACCESSORIES TO BE INCLUDED PER SPECIFICATIONS.
SIZES AND THICKNESSES SUBJECT TO CHANGE WITH FINAL DESIGN.
SITE CLASS: C
SEISMIC LOAD – S_S=22.0% S_1=9.6%
WIND LOAD – 90 MPH
4 BATTERED COLUMNS (0.75" IN 12")
DIAMETER AT TOP OF FOUNDATION – 37'-8 3/8"

CALDWELL Since 1887
Water - Energy - Industrial

GOSHEN, AR
100,000 GALLON DOUBLE ELLIPSOIDAL TANK

BY: BRK	TITLE: BID SKETCH
DATE: 12/01/21	DRAWING NO.: BID 228



PEDESTAL SECTION

QUANTITIES:
(TOTAL FOR 4 COLUMNS)
CONCRETE – 15 CU. YDS.
REINFORCEMENT – 1,200 LBS.

NOTES:

THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE SUBGRADE PRIOR TO STEEL OR CONCRETE PLACEMENT.

FOUNDATION IS SUBJECT TO CHANGE WITH FINAL DESIGN.

SUBGRADE PREPARATION AND BACKFILL PER PROJECT GEOTECHNICAL REPORT AND SPECIFICATIONS.

REINFORCING STEEL QUANTITIES DO NOT ACCOUNT FOR LAPS, BENDS, HOOKS, ETC.

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.

ANCHOR BOLT CIRCLE DIA. – 37'-8 3/8"

SUBJECT TO CHANGE WITH FINAL DESIGN.

SEISMIC LOAD – S_S = 18.0% S_1 = 9.8%

BASIC WIND SPEED – 90 MPH

NET ALLOWABLE BEARING CAPACITY – 6,500 PSF

CONCRETE STRENGTH – 4,000 PSI

REINFORCING STEEL PER ASTM A615 GR. 60.

CALDWELL Since 1887
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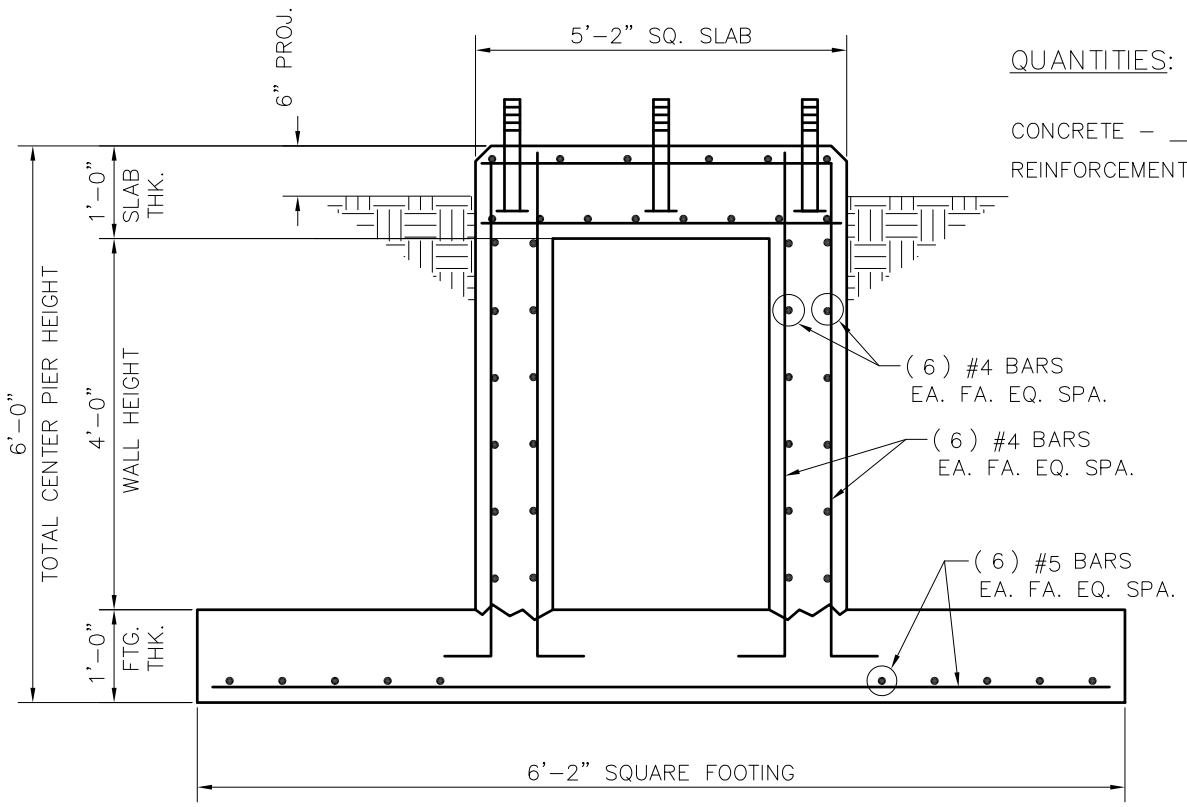
GOSHEN, AR
100,000 GALLON DOUBLE ELLIPSOIDAL TANK

BY: BRK	TITLE: COLUMN PIER DETAIL
DATE: 12/8/21	DRAWING NO.: BID 228



QUANTITIES:

CONCRETE – 4 CU. YDS.

REINFORCEMENT – 300 LBS.

CENTER PIER SECTION

(2) WALLS REQUIRED

NOTES:

THE PROJECT GEOTECHNICAL ENGINEER SHALL INSPECT AND APPROVE SUBGRADE PRIOR TO STEEL OR CONCRETE PLACEMENT.

FOUNDATION IS SUBJECT TO CHANGE WITH FINAL DESIGN.

SUBGRADE PREPARATION AND BACKFILL PER PROJECT GEOTECHNICAL REPORT AND SPECIFICATIONS.

REINFORCING STEEL QUANTITIES DO NOT ACCOUNT FOR LAPS, BENDS, HOOKS, ETC.

DESIGN PARAMETERS

DESIGN PER AWWA D100-11 AND PROJECT SPECIFICATIONS.

SUBJECT TO CHANGE WITH FINAL DESIGN.

SEISMIC LOAD – S_S = 18.0% S_1 = 9.8%

BASIC WIND SPEED – 90 MPH

NET ALLOWABLE BEARING CAPACITY – 6,500 PSF

CONCRETE STRENGTH – 4,000 PSI

REINFORCING STEEL PER ASTM A615 GR. 60.

CALDWELL Since 1887
Water · Energy · Industrial

GOSHEN, AR
100,000 GALLON DOUBLE ELLIPSOIDAL TANK

BY: BRK	TITLE: CENTER PIER DETAIL
DATE: 12/8/21	DRAWING NO.: BID 228

SECTION 00430 – LIST OF SUBCONTRACTORS

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

Benson Mountain Elevated Water Storage Tank Improvements, Bid 21-80, Construction.

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

Subcontractor's Work Designate Work	Subcontractor's Name and Address	Expected Percentage or Value
Civil Construction	Ozark MTN. Construction 1002 Artis Lane Conway, AR 72034	$300,000
Field Coatings	Viking Industrial Painting 8790 F St., Suite 629 Omaha, NE 68127	$110,000
Electrical	Brothers Electric 16649 Payne Road Conroe, Texas 77302	$90,000
Demolition	Iseler Demolition, Inc. 6996 Ronjoy Pl PO Box 185 Port Hope, MI 48468	$30,000

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

Caldwell Tanks, Inc.

Bidder's name (type or print)

Bidder's name (signature) Eric W. Monske, Sales Manager

CALDWELL TANKS, INC. CORPORATE SEAL LOUISVILLE, KY

December 14, 2021

Date

END OF SECTION 00430

Responses

Success: All data is valid!

Status	#	Item description	Quantity Required	Unit of Measurement	Numeric Unit Price	Total Cost
Bid 21-80, Total Base Bid						
Success: All values provided	#1-1	**Performance and Payment Bond**	1	LS	$ 4,400.00	$ 4,400.00
Success: All values provided	#1-2	**Mobilization**	1	LS	$ 55,000.00	$ 55,000.00
Success: All values provided	#1-3	**Construction Erosion Control**	1	LS	$ 1,500.00	$ 1,500.00
Success: All values provided	#1-4	**Site Preparation and Grading**	1	LS	$ 3,500.00	$ 3,500.00
Success: All values provided	#1-5	**Clearing and Grubbing**	1	LS	$ 3,000.00	$ 3,000.00
Success: All values provided	#1-6	**OSHA Trench Safety**	1	LS	$ 2,000.00	$ 2,000.00
Success: All values provided	#1-7	**Construction of the 100,000-Gallon Benson Mountain Elevated Water Storage Tank Improvements as shown in the Plans and stated in the Specifications**	1	LS	$ 1,019,870.00	$ 1,019,870.00
Success: All values provided	#1-8	**Demolish Existing 35,0000-Gallon Benson Mountain Standpipe**	1	LS	$ 30,000.00	$ 30,000.00
Success: All values provided	#1-9	**Construct Gravel Access Drive (8" Thickness)**	1230	SY	$ 16.00	$ 19,680.00
Success: All values provided	#1-10	**Undercut Gravel Access Drive and Backfill with Oversize Rock**	250	CY	$ 33.00	$ 8,250.00
Success: All values provided	#1-11	**Remove Gravel Access Drive and Restore with Seed, Fertilize, and Mulch**	700	SY	$ 9.00	$ 6,300.00
Success: All values provided	#1-12	**Install Temporary 20' Gate Assembly and Remove following Construction**	1	EA	$ 1,500.00	$ 1,500.00

Back to Project

Bid 21-80, Construction - Benson Water Tank - Proposal Data

Show/Hide Search

Supplier	AR Secretary of State Filing #	Arkansas Contractor's License #	Pursuant Arkansas Code Annotated §25-1-503, the currently boycott Israel and will not boycott Israel or while in contract, with any public entity as defin contractor decides to boycott Israel, the contractor writing.
Caldwell Tanks, Inc. Scorecard Open...	0028840422	Yes	
Maguire Iron, Inc. Scorecard Open...	0130400521	Yes	
Phoenix Fabricators and Erectors, LLC Scorecard Open...	0034100421	Yes	

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Benson Mountain Elevated Water Storage Tank Improvements

Contract No.: 21-80, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and Caldwell Tanks, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

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

A. Construction of the 100,000-gallon Benson Mountain Multi-Column Elevated Water Storage Tank with related site improvements and demolition of the existing 35,000-gallon Benson Mountain Standpipe.

1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00400-Bid Form for quantifies.

1.03 Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.

1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. Hawkins-Weir Engineers, Inc. assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of the Work in accordance with the Contract Documents.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

2.02 The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville as Owner in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

A. The Work shall be substantially completed within 330 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 30 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred and Fifty Dollars ($750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred and Fifty Dollars ($750.00) for each

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.

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

1. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units

**SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)**

completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
   a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
   b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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

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

D. Contractor has carefully studied all:

(1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

(2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

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

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.

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

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

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

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
   a. Notice to Proceed.
   b. Contractor's Bid.
   c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
   a. The Performance and Payment Bond shall be one hundred percent (100%).
   b. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title:

   Benson Mountain Elevated Water Storage Tank Improvements

8. Addenda numbers _____ inclusive.

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor,

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR: Caldwell Tanks, Inc.	CITY OF FAYETTEVILLE
By: Kevin J. Gallagher	By: Lioneld Jordan
(Type or legibly print)	(Type or legibly print)
(Signature)	(Signature)
Title: Vice President	Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)	(SEAL)
Attest _____ David E. Bartley, Secretary	Attest _____

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices
4000 Tower Road
Louisville, KY 40219

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

License No. #0028840412

Agent for Service of process
Cogency Global, Inc.
1215 Twin Lakes Drive
Little Rock, AR 72205

(Type or legibly print)

_____

(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500