

RESOLUTION NO. _____

WHEREAS, the City of Dothan received bids on February 16, 2016 for the Campbellton Highway and Southgate Road Roundabout project; and

WHEREAS, Arrington Curb and Excavation, Inc., of Flomaton, Alabama, submitted the lowest and most advantageous bid in the amount of \$366,638.70 (bid tabulation attached); and

WHEREAS, upon reviewing the bids received, the Public Works Department recommends awarding the bid for the Campbellton Highway and Southgate Road Roundabout project to Arrington Curb and Excavation, Inc., in the amount of \$366,638.70.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That upon the recommendation of the Public Works Department, the City of Dothan, award the bid, enter into a contract, and issue a Notice to Proceed to Arrington Curb and Excavation, Inc., for the Campbellton Highway and Southgate Road Roundabout project in the amount of \$366,638.70, which said contract follows:

SECTION 00500

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between

The City of Dothan, Alabama (hereinafter called OWNER) and Arrington Curb and Excavation, Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a roundabout (traffic circle) at the intersection of Campbellton Highway and Southgate Road including earthwork, asphalt paving, curb and gutter, storm drainage, erosion and sediment control, utility work, and other associated improvements.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Campbellton Hwy. and Southgate Rd. Roundabout
City of Dothan, Alabama

ARTICLE 3. ENGINEER

3.01 The Project has been designed by NORTHSTAR ENGINEERING SERVICES, INC. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be completed and ready for final payment in accordance with paragraph 19 of the General Conditions within 90 calendar days after the date when the Contract Time commences to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Paragraph 19 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Four Hundred Dollars (\$ 400.00) for each day that expires after the time specified in paragraph 4.02 until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid.

As provided in Paragraph 38 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Contractor and approved by the ENGINEER.

Contract Amount of

Three hundred sixty-six thousand, six hundred thirty-eight and 70/100 Dollars; \$ 366,638.70

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 25 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- B. 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 OWNER may withhold, in accordance with paragraph 25 of the General Conditions.
1. Ninety percent (90%) of Work completed (with the balance being retainage). If Work has been fifty percent (50%) completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 2. Ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- C. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ninety-eight percent (98%) of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 25 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with paragraph 25 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 25.

ARTICLE 7 - DELETED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance 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, and performance of the Work.
- D. CONTRACTOR has carefully studied all 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 which have been made available by the Owner or Engineer.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance 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 OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR
- 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 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 7, inclusive);
 2. General Conditions (pages 1 to 16, inclusive);
 3. Supplemental General Conditions (pages _____ to _____, inclusive);
 4. Specifications as listed in the table of contents of the Project Manual;
 5. Drawings, consisting of a cover sheet and sheets numbered 1 through 13, inclusive, with each sheet bearing the following general title:
Campbellton Hwy. and Southgate Rd. Roundabout – City of Dothan, Alabama;
 6. Addenda (numbers 1 to ____, inclusive);
 7. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid (pages 00300-1 to 00300-9, inclusive);
 8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights or interests in the Contract 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.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

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

OWNER:

CONTRACTOR:

City of Dothan, Alabama

By:

(CORPORATE SEAL)

By:

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Designated Representative:

Agent for service of process:

Name: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Title: _____

Designated Representative:

Name: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

BID TABULATION
CAMPBELLTON HWY. & SOUTHGATE RD. ROUNDABOUT
 City of Dothan Bid #16-009
 Tuesday, February 16, 2016

DESCRIPTION	QUANTITY	UNIT	Arrington Curb & Excavation, Inc. 22671 Old U.S. Highway 31 Flomaton, AL 36441		Midsouth Paving, Inc. 381 Twitchell Road Dothan, AL 36303		Wiregrass Construction Co. Inc. P.O. Drawer 929 Dothan, AL 36302	
			UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
Roundabout								
1. Mobilization	1	L.S.	\$22,920.00	\$22,920.00	\$111,100.00	\$111,100.00	\$178,000.00	\$178,000.00
2. Removal of Existing Pavement	858	S.Y.	\$3.90	\$3,346.20	\$4.00	\$3,432.00	\$21.98	\$18,858.84
3. Earthwork/Grading	200	C.Y.	\$39.90	\$7,980.00	\$19.00	\$3,800.00	\$82.70	\$16,540.00
4. Borrow Excavation	450	C.Y.	\$24.90	\$11,205.00	\$17.50	\$7,875.00	\$19.01	\$8,554.50
5. 8" Sand-Clay (or 6" Soil Aggregate) Base Course	1,598	S.Y.	\$11.00	\$17,578.00	\$12.00	\$19,176.00	\$9.90	\$15,820.20
6. Bituminous Prime Coat (0.22 GAL/SY)	352	GAL.	\$3.60	\$1,267.20	\$4.00	\$1,408.00	\$6.91	\$2,432.32
7. Bituminous Asphalt Binder Course (275 lbs)	1,507	S.Y.	\$15.80	\$23,810.60	\$13.00	\$19,591.00	\$18.41	\$27,743.87
8. Bituminous Asphalt Surface Course (165 lbs)	2,172	S.Y.	\$9.50	\$20,634.00	\$9.50	\$20,634.00	\$13.35	\$28,996.20
9. 24" Curb and Gutter	866	L.F.	\$15.40	\$13,336.40	\$20.00	\$17,320.00	\$18.53	\$16,046.98
10. 6" Standard Curb	362	L.F.	\$12.90	\$4,669.80	\$13.00	\$4,706.00	\$13.87	\$5,020.94
11. 24" Concrete Header Curb	311	L.F.	\$70.20	\$21,822.20	\$42.00	\$13,062.00	\$18.12	\$5,635.32
12. Stamped & Colored Concrete Truck Apron	419	S.Y.	\$135.00	\$56,565.00	\$135.00	\$56,565.00	\$100.86	\$42,260.34
13. Concrete Splitter Islands	199	S.Y.	\$63.00	\$12,537.00	\$112.00	\$22,288.00	\$97.73	\$19,448.27
14. 24" RCP Storm Drain Pipe	44	L.F.	\$63.80	\$2,807.20	\$61.00	\$2,684.00	\$55.01	\$2,420.44
15. Sloped Paved Concrete Headwall for 24" RCP	2	EACH	\$2,110.50	\$4,221.00	\$910.00	\$1,820.00	\$1,008.57	\$2,017.14
16. 4" PVC Underdrain Pipe (including bedding)	337	L.F.	\$15.40	\$5,189.80	\$43.00	\$14,491.00	\$35.30	\$11,896.10
17. 4" PCV Underdrain Outfall Pipe	158	L.F.	\$10.70	\$1,690.60	\$43.00	\$6,794.00	\$35.30	\$5,577.40
18. 6" Sanitary Sewer Lateral	60	L.F.	\$25.20	\$1,512.00	\$31.00	\$1,860.00	\$25.21	\$1,512.60
19. 8"x6" Sanitary Sewer Wye Connection	1	EACH	\$135.70	\$135.70	\$610.00	\$610.00	\$630.35	\$630.35
20. Cut and Cap Existing 8" PVC Water Main	3	EACH	\$426.30	\$1,278.90	\$980.00	\$2,940.00	\$806.85	\$2,420.55
21. 8" Restrained Joint D.I. Water Main	555	L.F.	\$38.20	\$21,201.00	\$67.00	\$37,185.00	\$55.47	\$30,785.85
22. 12" PVC Encasement for 8" Water Main	80	L.F.	\$39.60	\$3,168.00	\$49.00	\$3,920.00	\$40.34	\$3,227.20
23. 8" MJDI Tee	1	EACH	\$515.50	\$515.50	\$1,100.00	\$1,100.00	\$907.71	\$907.71
24. 8" x 8" Tapping Sleeve & Valve	1	EACH	\$2,481.60	\$2,481.60	\$3,070.00	\$3,070.00	\$2,521.42	\$2,521.42
25. 8" Gate Valve with Box	3	EACH	\$1,273.40	\$3,820.20	\$1,600.00	\$4,800.00	\$1,311.14	\$3,933.42
26. 8" MJDI 90-degree bend	2	EACH	\$359.50	\$719.00	\$860.00	\$1,720.00	\$706.00	\$1,412.00
27. 8" MJDI 45-degree bend	3	EACH	\$325.00	\$975.00	\$860.00	\$2,580.00	\$706.00	\$2,118.00
28. 8" MJDI 22.5-degree bend	2	EACH	\$292.20	\$584.40	\$860.00	\$1,720.00	\$706.00	\$1,412.00
29. 8" MJDI 11.25-degree bend	1	EACH	\$284.70	\$284.70	\$860.00	\$860.00	\$706.00	\$706.00
30. 8" Water Line Sleeve	2	EACH	\$771.10	\$1,542.20	\$800.00	\$1,600.00	\$655.57	\$1,311.14
31. 10" x 8" Reducer	1	EACH	\$454.80	\$454.80	\$980.00	\$980.00	\$806.85	\$806.85
32. 10" Water Line Sleeve	1	EACH	\$645.60	\$645.60	\$1,100.00	\$1,100.00	\$907.71	\$907.71
33. Fire Hydrant Assembly	1	EACH	\$3,085.30	\$3,085.30	\$4,300.00	\$4,300.00	\$3,529.99	\$3,529.99

DESCRIPTION	QUANTITY	UNIT	Arrington Curb & Excavation, Inc. 22671 Old U.S. Highway 31 Flomaton, AL 36441		Midsouth Paving, Inc. 381 Twitchell Road Dothan, AL 36303		Wiregrass Construction Co. Inc. P.O. Drawer 929 Dothan, AL 36302	
			UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
34. Erosion Control	1	L.S.	\$1,665.60	\$1,665.60	\$7,750.00	\$7,750.00	\$17,329.90	\$17,329.90
35. Seeding and Mulching	3,000	S.Y.	\$0.60	\$1,800.00	\$0.85	\$2,550.00	\$0.71	\$2,130.00
36. Sod	107	S.Y.	\$4.80	\$513.60	\$6.00	\$642.00	\$6.22	\$665.54
37. Traffic Control During Construction	1	L.S.	\$6,283.70	\$6,283.70	\$18,700.00	\$18,700.00	\$23,066.39	\$23,066.39
38. Traffic Markings & Signage	1	L.S.	\$17,469.10	\$17,469.10	\$20,350.00	\$20,350.00	\$13,795.50	\$13,795.50
39. Telephone/Communication Utility Relocations	1	L.S.	\$18,150.00	\$18,150.00	\$20,100.00	\$20,100.00	\$16,641.36	\$16,641.36
40. Electrical Utility Relocations	1	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fuller Supply Site Improvements								
41. Mobilization	1	L.S.	\$5,402.40	\$5,402.40	\$2,700.00	\$2,700.00	\$69,849.96	\$69,849.96
42. Earthwork/Grading	1	L.S.	\$6,150.00	\$6,150.00	\$13,100.00	\$13,100.00	\$42,026.78	\$42,026.78
43. 8" Sand-Clay (or 6" Soil Aggregate) Base Course	1,336	S.Y.	\$8.40	\$11,222.40	\$7.00	\$9,352.00	\$11.52	\$15,390.72
44. Bituminous Prime Coat (0.22 GAL/SY)	294	GAL.	\$3.60	\$1,058.40	\$4.00	\$1,176.00	\$7.32	\$2,152.08
45. Bituminous Asphalt Binder Course (165 lbs)	1,336	S.Y.	\$9.30	\$12,424.80	\$8.50	\$11,356.00	\$15.36	\$20,520.96
46. Bituminous Asphalt Surface Course (165 lbs)	2,242	S.Y.	\$9.40	\$21,074.80	\$8.50	\$19,057.00	\$13.01	\$29,168.42
47. 6" Sanitary Sewer Lateral	160	L.F.	\$14.00	\$2,240.00	\$31.00	\$4,960.00	\$25.21	\$4,033.60
48. Connect Sanitary Sewer Lateral to Existing	1	L.S.	\$1,860.00	\$1,860.00	\$1,540.00	\$1,540.00	\$630.35	\$630.35
49. Traffic Markings & Signage	1	L.S.	\$880.00	\$880.00	\$430.00	\$430.00	\$3,093.69	\$3,093.69
TOTAL:				\$366,638.70		\$530,854.00		\$725,906.90

I hereby certify to the best of my knowledge, this is a true and correct copy of bids which were received February 16, 2016, at 2:00 p.m. local time, for the captioned project.



E. Lee Brown, P.E. - Northstar Engineering Services, Inc.

Res. No. _____, entering into contract with Arrington Curb and Excavation, Inc., for the Campbellton Highway and Southgate Road Roundabout project, continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute said documents for and in the name the City of Dothan, which shall be attested by the City Clerk.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS