

City of Fayetteville Staff Review Form

2019-0146

3/19/2019

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

Matt Casey

2/28/2019

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$427,623.50 with NEC, Inc. for the construction of the Cedarwood and Glennwood Drainage Improvements Project and approval of a project contingency of \$42,700.00 (10%).

Budget Impact:

4470.621.8810-5809.00

Sales Tax Capital Improvements Engineering,
Bridge & Drainage Improvements

Account Number

Fund

02108.1807.10

Cedarwood & Glennwood Sub. Drainage

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 470,500.00

Funds Obligated \$ -

Current Balance \$ 470,500.00

Does item have a cost? Yes

Item Cost \$ 470,323.50

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 176.50

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Amount includes bid amount of \$427,623.50 plus a 10% contingency of \$42,700.00.



MEETING OF MARCH 19, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: February 28, 2019

SUBJECT: Approval of a contract in the amount of \$427,623.50 with NEC, Inc. for the construction of the Cedarwood and Glennwood Drainage Improvements Project and approval of a project contingency of \$42,700.00 (10%).

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$427,623.50 with NEC, Inc. for the construction of the Cedarwood and Glenwood Drainage Improvement Project and approval of a project contingency of \$42,700.00 (10%).

BACKGROUND:

The City of Fayetteville Engineering Division has prepared the design for this project. The project includes Installation of approximately 700 linear feet of 30" to 48" storm sewer pipe from Niokaska Creek across E. Ferguson Avenue and across E. Country Way up to the First Free Will Baptist Church property. This project replaces existing 18" to 24" storm sewer pipe that is much too small to handle the amount of water that drains through this subdivision during larger rain events.

DISCUSSION:

On February 20, 2019, the City received four (4) construction bids for this project. NEC, Inc. submitted the low bid which was approximately 22% above the Engineer's Estimate of \$351,166.50. Engineering staff recommends awarding this contract to NEC, Inc.. The contract time is 365 days (12 months) for final completion.

BUDGET/STAFF IMPACT:

The water and sewer relocations in this project are funded by the Sales Tax Capital Improvements Bridge and Drainage Improvements Fund..

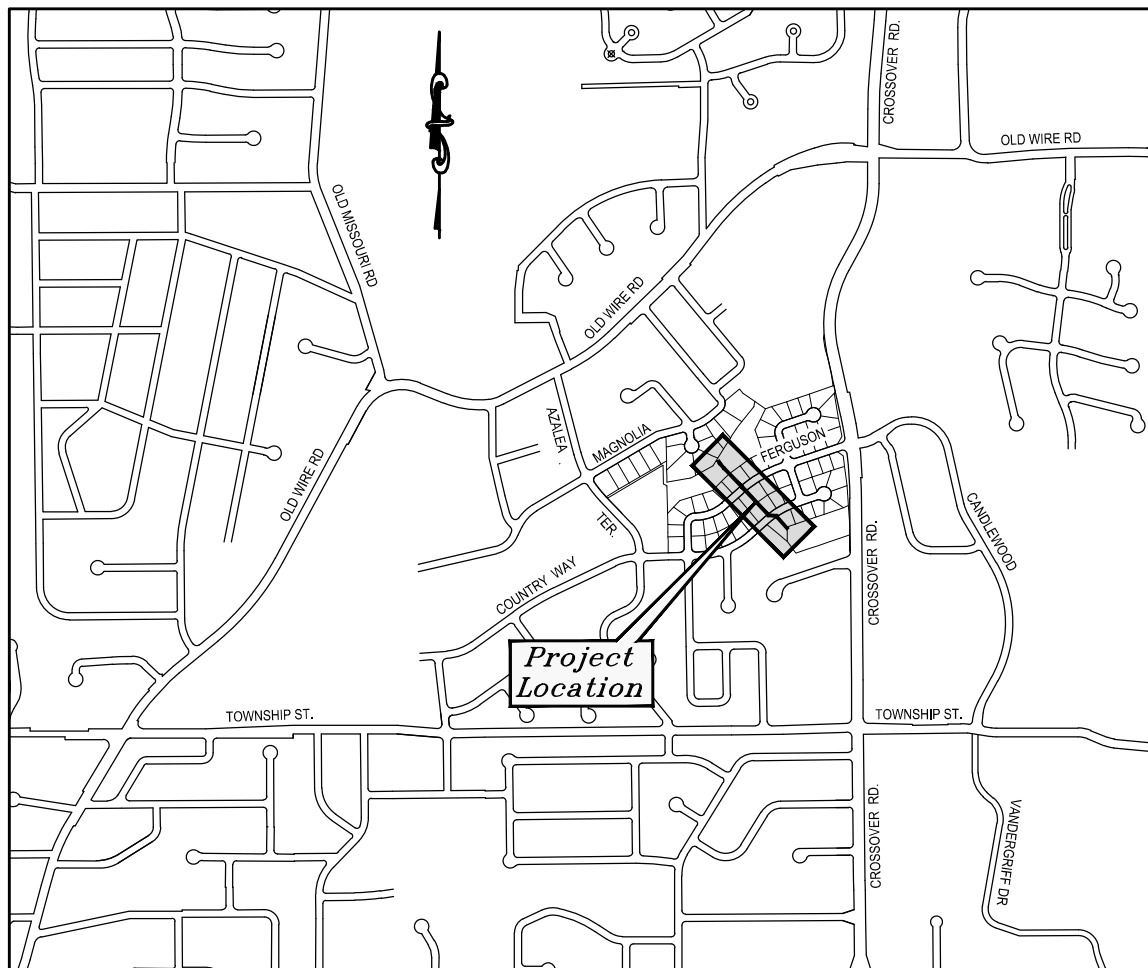
Attachments:

Section 0500 Agreement
Bid Submittal
Bid Tab
Vicinity Map

CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS PHASE I

for the
City of Fayetteville

BID # 19-22, CONSTRUCTION
FEB, 2019



VICINITY MAP



CITY OF
FAYETTEVILLE
ARKANSAS

www.fayetteville-ar.gov

ENGINEERING DIVISION

PHONE: (479) 575-8206

FAX NO: (479) 575-8202

PROJECT: ENGR. No. 8126

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS
PHASE I

Contract No.: 19-22, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

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

The project requires demolition, removal, and replacement of existing storm sewer inlets and pipe, curb and gutter, fencing, waterlines, sidewalk, and asphalt pavement.

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.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville

DOCUMENT 00500 – AGREEMENT (continued)

Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred 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

DOCUMENT 00500 – AGREEMENT (continued)

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
- a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 **FINAL PAYMENT:**

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

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

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

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
1. This Agreement.
 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 3. Performance, Payment, and other Bonds.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Cedarwood & Glennwood Drainage Improvements, Phase 1
 8. Addenda numbers ____ inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

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.

DOCUMENT 00500 – AGREEMENT (continued)

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

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

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.

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

DOCUMENT 00500 – AGREEMENT (continued)

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.

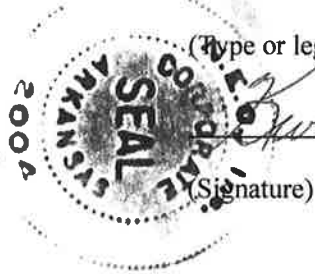
CONTRACTOR: HEC, Inc.

CITY OF FAYETTEVILLE

By: Kerin J. Necessary

By: Lioneld Jordan

(Type or legibly print)



(Signature)

(Signature)

Title: President

Title: Mayor

DOCUMENT 00500 – AGREEMENT (continued)

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 from 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

Dea C. Magrue

Attest

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

2425 S. 5th Place

Rogers, AR

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No.

0148780419

Agent for Service of process

(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 DOCUMENT 00500

STATE OF ARKANSAS



SECRETARY OF STATE

Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Incorporation

of

N.E.C., INC.

filed in this office

March 30, 2004

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of March 2004.



A handwritten signature in cursive script that reads "Charlie Daniels".

Secretary of State

ARTICLES OF INCORPORATION
OF
N.E.C., INC.

I, the undersigned, a natural person of the age of twenty-one (21) years or more, acting as the incorporator of a corporation pursuant to the provisions of the Arkansas Business Corporation Act of 1987, adopt the following Articles of Incorporation:

1. The name of the corporation is N.E.C., Inc.
2. The period of its duration is perpetual.
3. The purposes for which the corporation is organized are:
 - (a) To engage in the construction business and to do every other act and thing commonly done by persons in such business.
 - (b) To acquire, own, mortgage, pledge, sell or assign or to transfer, dispose of, invest, deal in and with, real and personal property and services of every class and description; and
 - (c) To carry on any other lawful trade or business under the Arkansas Business Corporation Act.
4. The total number of authorized shares of the corporate stock of the corporation is twenty-five thousand (25,000) shares of common stock with a par value of \$.001 per share.
5. The address of the initial registered office of this corporation is 119 South Second Street, Rogers, Arkansas 72756, and the name of its registered agent at such address is George R. Rhoads.
6. The name and address of the incorporator are George R. Rhoads, 119 South Second Street, Rogers, Arkansas 72756.
7. The initial number of directors of the corporation shall be two.
8. The President and Secretary of the corporation shall have the authority on behalf

of the corporation to enter into any contract between the corporation and all of its shareholders:

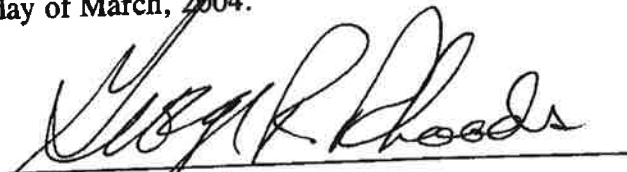
- (a) Imposing restrictions on the future transfer (whether inter vivos, by inheritance or testamentary gift), hypothecation or other disposition of its shares;
- (b) Granting purchase options to the corporation or its shareholders; or
- (c) Requiring the corporation or its shareholders to purchase such shares upon stated contingencies.

9. To the fullest extent permitted by Arkansas Business Corporation Act as it now exists or may hereafter be amended, a Director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director.

10. All shares of stock issued by the corporation shall be represented by certificates.

11. The existence of the corporation shall be delayed from the date of filing of these Articles of Incorporation with the Secretary of State until April 15, 2004.

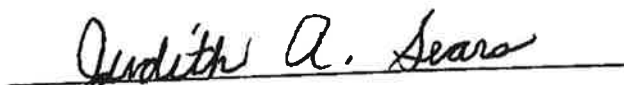
EXECUTED in duplicate this 24th day of March, 2004.

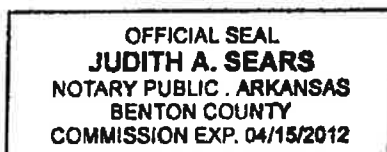

George R. Rhoads

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public this 24th day of March, 2004.

Seal & Commission Expiration:


Notary Public



CERTIFICATE

I, the undersigned, being the duly elected and serving Secretary of N.E.C., Inc., an Arkansas corporation, hereby certify that at a duly called meeting of the Board of Directors of the Corporation, the Directors passed the following resolution:

RESOLVED, that the President of this Corporation and the Secretary of this Corporation, be, and hereby are, authorized on behalf of and in the name of the Corporation to:

- (a) Negotiate and procure loans, letters of credit, financial commitments, sign contracts, and give security in both real and personal property.
- (b) Give security for any liability, guaranty, assignment, pledge and accommodation of this Corporation to a lending institution by mortgage, pledge or assignment or a lien upon any personal or real property, tangible or intangible, of the Corporation, and
- (c) Execute in such form as may be required by a lending institution all notes, documents of indebtedness, and other evidences of such loans, and all instruments of pledge, assignment or lien.

FURTHER RESOLVED, that the lending institution be, and hereby is, authorized and directed to pay proceeds of any such loans as directed by the President and Secretary.

FURTHER RESOLVED, that this resolution shall continue in force, and said lending institution may consider the Officers set forth herein to be and continue to be the Officers of the Corporation until notice to the contrary in writing is duly served on said lending institution.

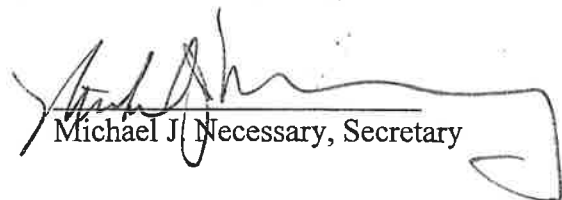
We further certify that the following are all of the Officers of this Corporation:

Kevin J. Necessary
Michael J. Necessary

President
Secretary

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of April, 2004.

Corporate Seal


Michael J. Necessary, Secretary

State of Arkansas
Commercial Contractors Licensing Board

N.E.C., INC.
2425 S 5TH PLACE
ROGERS, AR 72758

N.E.C., INC.

This is to Certify That

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from April 27, 2018 **until** April 30, 2019 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Michael [Signature]

SECRETARY

April 27, 2018 - sh

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
N.E.C., Inc.

2425 S. 5th Place, Rogers, AR 72758

as Principal, hereinafter called the Principal, and

Merchants Bonding Company (Mutual)

P.O BOX 14498, Des Moines, Iowa, 50306

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville

113 W. Mountain Street, Fayetteville, AR 72701

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

Five Percent of the Greatest Amount Bid ----- Dollars (5% GAB)

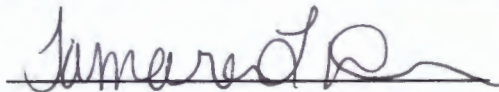
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for

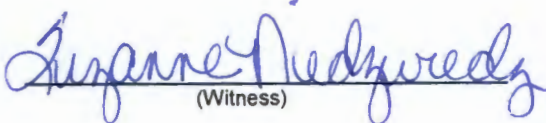
Cedarwood and Glenwood Drainage Improvements; Bid 19-22 Construction

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

Signed and sealed this 21st day of February, 2019



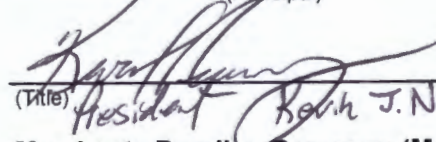
(Witness)



(Witness)

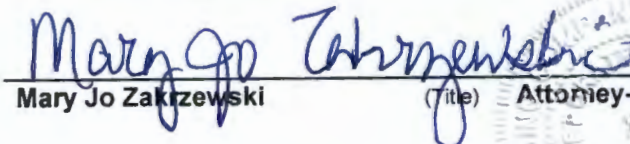
N.E.C., Inc.

(Principal)



Merchants Bonding Company (Mutual)

(Surety) (Seal)



Mary Jo Zakrzewski

(Title)

Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Cheri Irby; James B Rogers Jr; Josh Tritt; Mary Jo Zakrzewski; Michael L Tullis

of Little Rock and State of Arkansas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



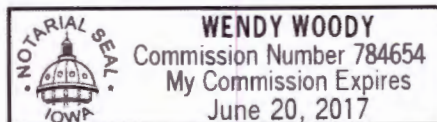
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on the 20th day of February, 2014.



William Warner Jr.
Secretary

POA 0214 (7/14)

Project Manual



**CITY OF
FAYETTEVILLE
ARKANSAS**

Engineering Division
113 West Mountain Street
Fayetteville, Arkansas
72701

CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS PHASE I

BID #19-22, Construction
Date: January 2019

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Contract Name: CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS PHASE I

Bid #: 19-22, Construction

Date: Feb 21, 2019

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company NEC Inc

Name Kevin Necessary

Address 2425 S. 5th Place, Rogers AR

Principal Office Resident

Corporation, partnership, individual, joint
venture, other Corporation

Arkansas State General Contractor's License Number

0148780419

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 31 years and has performed work of the nature and magnitude of this Contract for 31 years. Bidder has been in business under its present name for 15 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

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

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

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

Grading, utilities, and Concrete.
100% by NEC Inc.

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

Juan Zucate - 15 years in trenching + utility, 8 yrs. w/NEC
German Rinal - 15 years in Concrete + Concrete Structures
7 years w/ NEC Inc

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

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 0.68



GRADING, TRUCKING, UTILITY, AND CONCRETE CONTRACTORS

Bidder's Qualification Statement:

February 21, 2019

3 Previous Projects:

Lakewood Subdivision Phase IV Utilities only Rogers, AR
Owner Rausch Coleman Home, LLC
Ben Kennedy rep. 479-225-5456
Engineer: Crafton and Tull Engineers
Jim Everett rep. 479-366-4756
Completed June of 2018
\$301,000.00 100% performed by NEC, Inc.
Cincinnati Surety Co.
Josh Tritt rep. 479-270-7377

AR State Police – Troop L Lowell, AR
Turn Key Construction Management,
Mike Gail rep. 479-640-6335
McClelland Engineers.
Rick McGraw rep. 903-277-8821
Complete March of 2019
\$1.9 million 100 % performed by NEC, Inc.
Cincinnati Surety Co.
Josh Tritt rep. 479-270-7377

Riverwalk Subdivision Phase 2 Fayetteville, AR
Riggins Commercial Construction
Kevin Riggins Rep 479-601-6404
Jorgensen and Associates Engineers
Blake Jorgensen 479-442-9127
Complete January 2019
\$1.4 mil 95% performed by NEC, Inc.
Cincinnati Surety Co.
Josh Tritt rep. 479-270-7377

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

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

- | | <u>Judgment Creditors</u> | <u>Where Docketed and Date</u> | <u>Amount</u> |
|----|---------------------------|--------------------------------|---------------|
| a. | N/A | | \$ |
| b. | | | \$ |

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

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

Date: Feb. 21, 2019

(OFFICIAL SEAL)

Name of Organization:

NEC Inc.

By Kevin J Necessary

(Type or legibly print)

Kevin J Necessary

By corporation

(Signature)

Title President

(Type or legibly print)

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

END OF DOCUMENT 00140

DOCUMENT 0400-BID FORM

Contract Name: CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS PHASE I

Bid Number: 19-22, CONSTRUCTION

BID TO:

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

BID FROM:

Bidder:

NEC Inc
2425 S. 5th Place
Rogers, AR 72758

ARTICLE 1- INTENT

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

ARTICLE 2- TERMS AND CONDITIONS

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

DOCUMENT 0400-BID FORM (continued)

ARTICLE 3- BIDDER'S REPRESENTATIONS

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

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

	<u>Number</u>	<u>Date</u>
<u>Addenda # 1</u>	<u>B/M</u>	<u>2-13-19</u>
<u>Addenda # 2</u>	<u>B/M</u>	<u>2-21-19</u>

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

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

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

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 0400-BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

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

DOCUMENT 0400-BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

ARTICLE 4- BID PRICE

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

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

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

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

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

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

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	7296.00	7,296.00
2	Insurance and Bonding	LS	1	8900.00	8,900.00
3	Construction Control (Staking)	LS	1	4012.00	4,012.00
4	Trench & Excavation Safety Systems	LS	1	2507.00	2,507.00
5	Clearing, Grubbing, & Demolition	LS	1	10,549.00	10,549.00
6	R & D Curb and Gutter	LF	275	19.00	5,225.00
7	R & D Asphalt Pavement	SY	475	6.50	3,087.50
8	R & D 6' Wood Privacy Fence	LF	315	13.00	4,095.00
9	R & D Chain Link Fence	LF	40	51.50	2,060.00
10	R & D 4' Wood Picket Fence	LF	75	19.50	1,462.50
11	R & D Concrete Driveway	SY	100	63.50	6,350.00
12	R & D Concrete Sidewalk	SY	35	56.50	1,977.50
13	R & D Storm Sewer	LF	585	18.00	10,530.00
14	R & D Concrete Ditch Paving	SY	5	302.50	1,512.50
15	R & D Drop Inlets	EA	5	1491.00	7,455.00
16	Remove and Reinstall Shed in existing location	EA	2	2393.00	4,786.00
17	Rock Excavation	CY	50	293.50	14,675.00
18	Misc. Grading	LS	1	8,148.00	8,148.00
19	4" Topsoil Placement	SY	1560	9.50	14,820.00
20	Undercut and Stone Backfill	CY	50	128.50	6,425.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
21	30" RCP, Class III	LF	130	101.00	13,130.00
22	36" RCP, Class III	LF	240	128.50	30,840.00
23	42" RCP, Class III	LF	185	161.50	29,877.50
24	36" RCP, Class IV, Under Pavement	LF	55	177.50	9,762.50
25	42" RCP, Class IV, Under Pavement	LF	45	215.50	9,697.50
26	42" RCP, FES with Curtain Wall	EA	1	3,383.00	3,383.00
27	5' Drop Inlet (Type MO)	EA	5	4,342.00	21,710.00
28	5' Diameter Area Inlet (Type MO)	EA	1	4,396.00	4,396.00
29	8' Drop Inlet Extension	EA	1	1,996.00	1,996.00
30	12' Drop Inlet Extension	EA	1	2,376.00	2,376.00
31	Concrete Channel Paving	SY	5	58.50	292.50
32	Asphalt Concrete Hot Mix Surface Course	TON	90	119.00	10,710.00
33	T-Patch (Concrete Only)	SY	45	60.50	2,722.50
34	Concrete Curb and Gutter (Standard 18")	LF	275	32.00	8,800.00
35	4" Thick Concrete with Class 7 Base	SY	35	60.00	2,100.00
36	6" Thick Concrete with Class 7 Base	SY	100	60.00	6,000.00
37	Solid Sod (Bermurda)	SY	2200	7.50	16,500.00
38	Remove and Replace Mailboxes	EA	2	250.50	501.00
39	Erosion Control	LS	1	6,047.00	6,047.00

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
40	Traffic Control and Maintenance	LS	1	7325.00	7325.00
41	Chainlink Fence with Gates	LF	40	31.50	1260.00
42	6' Wood Privacy Fence with Gates	LF	315	22.50	7087.50
43	4' Wood Picket Fence with Gates	LF	75	16.50	1237.50
44	Temporary Fencing	LF	350	11.00	3850.00
45	Tree Protection Fencing	LF	150	3.00	450.00
46	Native Stone Rip Rap with Fabric	TON	65	252.50	16,412.50
47	Site Photographs and Video	LS	1	2507.00	2507.00

TOTAL AMOUNT BID (SCHEDULE 1): \$ 346,844.00

BID SCHEDULE 2					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
48	Trench and Excavation Safety System for Water and Sewer Install	LS	1	1.00	1.00
49	T-Patch (Concrete Only)	SY	50	186.50	9 325.00
50	6" PVC, C-900, Class 200 DR-14 Water Main	LF	165	118.50	19 552.50
51	1" Copper Water Service Tubing	LF	30	50.00	1 500.00
52	6" x 6" Tapping Sleeve and Valve Box	EA	4	3639.00	14 556.00
53	Epoxy Coated Ductile Iron Fittings	LB	900	15.00	13 500.00
54	Single Meter Setting, Complete, Including Pressure Reducer & Plumbing connection to ex. bldg service	EA	2	1816.00	3 632.00
55	Remove existing meter setting	EA	2	926.00	1 852.00
56	6" Saddle, 1" Corporation Stop and Tap	EA	2	868.50	1 737.00
57	Cut and Cap Existing 6" Water Main	EA	4	1522.00	6 108.00
58	Concrete Anchor Collar	EA	4	1269.00	5 076.00
	12" Direct Bury Steel Encasement	LF	40	98.50	3 940.00

TOTAL AMOUNT BID (SCHEDULE 2): \$ 80,779.50

TOTAL AMOUNT BID (SCHEDULES 1 & 2): \$ 427,623.50

DEDUCTIVE ALTERNATE #1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
21	30" RCP, Class III	LS	-130	101.00	-13,130.00
22	36" RCP, Class III	SY	-240	128.50	-30,840.00
23	42" RCP, Class III	LF	-125	161.50	-20,187.50
24	36" RCP, Class IV, Under Pavement	LF	-55	177.50	-9,762.50
25	42" RCP, Class IV, Under Pavement	LF	-45	215.50	-9,697.50
	30" ADS N12 HP Storm Sewer Pipe	LF	130	110.50	14,365.00
	36" ADS N12 HP Storm Sewer Pipe	LF	240	115.00	27,600.00
	42" ADS N12 HP Storm Sewer Pipe	LF	125	140.50	17,562.50
	36" ADS N12 HP Storm Sewer Pipe, Under Pavement	LF	55	167.50	9,212.50
	42" ADS N12 HP Storm Sewer Pipe, Under Pavement	LF	45	195.50	8,797.50

TOTAL AMOUNT BID (ALTERNATE #1): \$ -6,080.00

DOCUMENT 0400-BID FORM (continued)

ARTICLE 5- CONTRACT TIMES

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

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of
5% Bond. Dollars (\$ _____)
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

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

Kevin Necessary NEC Inc
2425 S. 5TH Place
Rogers, AR 72758
Email KJNecessary@nec-contractors.com
Phone No. 479-721-2474 cell
Fax No. 479-621-6328

DOCUMENT 0400-BID FORM (continued)

ARTICLE 8- TERMINOLOGY

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

Arkansas State Contractor License No. 0148780419.

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 0400-BID FORM (continued)

A Corporation or LLC

Corporation Name : N.E.C. Inc (SEAL)

State of Incorporation: Arkansas

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

General Business

By: _____

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

Name (type or printed): Kevin J. Necessary

Title: President

Attest: _____

(CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 2425 S. 5th Ave

Rogers, AR 72758

Phone No: 479-621-6324 Fax No. 479-621-6328

Email Address: KJNecessary@nec-contractors.com

Tax ID Number (TIN) 900160483

DUNS # _____

Cage Code: _____

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Attached

as Principal, hereinafter called the Principal, and

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

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, in the sum of _____
_____ Dollars (\$ _____), 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:

CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS PHASE I

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

DOCUMENT 00410 – BID BOND (continued)

Attached

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 _____ day of _____ 20__.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

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

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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

CEDARWOOD & GLENWOOD DRAINAGE IMPROVEMENTS PHASE I

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	N/A self performed	
SWPPP/Erosion Control	N/A self	
Asphalt	Hutchen Paving	\$10,700.00
Concrete	N/A self	
Landscaping	N/A	
Material Testing	GTS, Inc P.O. Box 9898 Fayetteville, AR	
Other (designate)		

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

12
Bidder's Signature
Kevin J Necessary

END OF DOCUMENT 00430



**CITY OF
FAYETTEVILLE
ARKANSAS**

Construction - Cedarwood and Glenwood Drainage Phase I

Official Bid Tabulation
Lioneld Jordan, Mayor

Dates of Advertisement: 01.23.2019
Issue Date: 01.30.2019

Bid No. 19-22
Date: 02.22.2019
Time: 2:00 PM

Number of Addendums: 1
Certified Bid Award: \$ 345,000.00
Max Award Amount: \$ 431,250.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Goins Enterprises, Inc.		Kajacs Contractors, Inc.		NEC, Inc.		Township Builders, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$ 23,460.00	\$ 23,460.00	\$ 30,000.00	\$ 30,000.00	\$ 7,296.00	\$ 7,296.00	\$ 33,000.00	\$ 33,000.00
2	Insurance and Bonding	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,500.00	\$ 17,500.00	\$ 8,900.00	\$ 8,900.00	\$ 12,500.00	\$ 12,500.00
3	Construction Control (Staking)	LS	1	\$ 6,210.00	\$ 6,210.00	\$ 7,500.00	\$ 7,500.00	\$ 4,012.00	\$ 4,012.00	\$ 7,500.00	\$ 7,500.00
4	Trench & Excavation Safety Systems	LS	1	\$ 22,080.00	\$ 22,080.00	\$ 15,000.00	\$ 15,000.00	\$ 2,507.00	\$ 2,507.00	\$ 20,000.00	\$ 20,000.00
5	Clearing, Grubbing, & Demolition	LS	1	\$ 8,280.00	\$ 8,280.00	\$ 25,000.00	\$ 25,000.00	\$ 10,549.00	\$ 10,549.00	\$ 33,232.00	\$ 33,232.00
6	R & D Curb and Gutter	LF	275	\$ 9.00	\$ 2,475.00	\$ 13.00	\$ 3,575.00	\$ 19.00	\$ 5,225.00	\$ 10.00	\$ 2,750.00
7	R & D Asphalt Pavement	SY	475	\$ 28.00	\$ 13,300.00	\$ 15.00	\$ 7,125.00	\$ 6.50	\$ 3,087.50	\$ 20.00	\$ 9,500.00
8	R & D 6' Wood Privacy Fence	LF	315	\$ 16.00	\$ 5,040.00	\$ 10.00	\$ 3,150.00	\$ 13.00	\$ 4,095.00	\$ 12.00	\$ 3,780.00
9	R & D Chain Link Fence	LF	40	\$ 56.00	\$ 2,240.00	\$ 10.00	\$ 400.00	\$ 51.50	\$ 2,060.00	\$ 8.00	\$ 320.00
10	R & D 4' Wood Picket Fence	LF	75	\$ 14.00	\$ 1,050.00	\$ 10.00	\$ 750.00	\$ 19.50	\$ 1,462.50	\$ 8.00	\$ 600.00
11	R & D Concrete Driveway	SY	100	\$ 71.00	\$ 7,100.00	\$ 30.00	\$ 3,000.00	\$ 63.50	\$ 6,350.00	\$ 25.00	\$ 2,500.00
12	R & D Concrete Sidewalk	SY	35	\$ 64.00	\$ 2,240.00	\$ 18.00	\$ 630.00	\$ 56.50	\$ 1,977.50	\$ 25.00	\$ 875.00
13	R & D Storm Sewer	LF	585	\$ 58.00	\$ 33,930.00	\$ 15.00	\$ 8,775.00	\$ 18.00	\$ 10,530.00	\$ 30.00	\$ 17,550.00
14	R & D Concrete Ditch Paving	SY	5	\$ 244.00	\$ 1,220.00	\$ 15.00	\$ 75.00	\$ 302.50	\$ 1,512.50	\$ 75.00	\$ 375.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Goins Enterprises, Inc.		Kajacs Contractors, Inc.		NEC, Inc.		Township Builders, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
15	R & D Drop Inlets	EA	5	\$ 2,070.00	\$ 10,350.00	\$ 750.00	\$ 3,750.00	\$ 1,491.00	\$ 7,455.00	\$ 1,000.00	\$ 5,000.00
16	Remove and Reinstall Shed in existing location	EA	2	\$ 1,380.00	\$ 2,760.00	\$ 7,000.00	\$ 14,000.00	\$ 2,393.00	\$ 4,786.00	\$ 1,500.00	\$ 3,000.00
17	Rock Excavation	CY	50	\$ 276.00	\$ 13,800.00	\$ 250.00	\$ 12,500.00	\$ 293.50	\$ 14,675.00	\$ 175.00	\$ 8,750.00
18	Misc. Grading	LS	1	\$ 20,700.00	\$ 20,700.00	\$ 40,000.00	\$ 40,000.00	\$ 8,148.00	\$ 8,148.00	\$ 7,000.00	\$ 7,000.00
19	4" Topsoil Placement	SY	1,560	\$ 6.00	\$ 9,360.00	\$ 15.00	\$ 23,400.00	\$ 9.50	\$ 14,820.00	\$ 7.00	\$ 10,920.00
20	Undercut and Stone Backfill	CY	50	\$ 42.00	\$ 2,100.00	\$ 75.00	\$ 3,750.00	\$ 128.50	\$ 6,425.00	\$ 100.00	\$ 5,000.00
21	30" RCP, Class III	LF	130	\$ 173.00	\$ 22,490.00	\$ 145.00	\$ 18,850.00	\$ 101.00	\$ 13,130.00	\$ 148.00	\$ 19,240.00
22	36" RCP, Class III	LF	240	\$ 186.00	\$ 44,640.00	\$ 170.00	\$ 40,800.00	\$ 128.50	\$ 30,840.00	\$ 218.00	\$ 52,320.00
23	42" RCP, Class III	LF	185	\$ 214.00	\$ 39,590.00	\$ 185.00	\$ 34,225.00	\$ 161.50	\$ 29,877.50	\$ 260.00	\$ 48,100.00
24	36" RCP, Class IV, Under Pavement	LF	55	\$ 207.00	\$ 11,385.00	\$ 225.00	\$ 12,375.00	\$ 177.50	\$ 9,762.50	\$ 294.00	\$ 16,170.00
25	42" RCP, Class IV, Under Pavement	LF	45	\$ 207.00	\$ 9,315.00	\$ 250.00	\$ 11,250.00	\$ 215.50	\$ 9,697.50	\$ 325.00	\$ 14,625.00
26	42" RCP, FES with Curtain Wall	EA	1	\$ 11,040.00	\$ 11,040.00	\$ 5,000.00	\$ 5,000.00	\$ 3,383.00	\$ 3,383.00	\$ 4,500.00	\$ 4,500.00
27	5' Drop Inlet (Type MO)	EA	5	\$ 10,350.00	\$ 51,750.00	\$ 11,000.00	\$ 55,000.00	\$ 4,342.00	\$ 21,710.00	\$ 8,000.00	\$ 40,000.00
28	5' Diameter Area Inlet (Type MO)	EA	1	\$ 14,766.00	\$ 14,766.00	\$ 11,000.00	\$ 11,000.00	\$ 4,396.00	\$ 4,396.00	\$ 9,500.00	\$ 9,500.00
29	8' Drop Inlet Extension	EA	1	\$ 5,520.00	\$ 5,520.00	\$ 3,000.00	\$ 3,000.00	\$ 1,996.00	\$ 1,996.00	\$ 2,000.00	\$ 2,000.00
30	12' Drop Inlet Extension	EA	1	\$ 8,280.00	\$ 8,280.00	\$ 4,000.00	\$ 4,000.00	\$ 2,376.00	\$ 2,376.00	\$ 4,000.00	\$ 4,000.00
31	Concrete Channel Paving	SY	5	\$ 166.00	\$ 830.00	\$ 250.00	\$ 1,250.00	\$ 58.50	\$ 292.50	\$ 400.00	\$ 2,000.00
32	Asphalt Concrete Hot Mix Surface Course	Ton	90	\$ 200.00	\$ 18,000.00	\$ 225.00	\$ 20,250.00	\$ 119.00	\$ 10,710.00	\$ 315.00	\$ 28,350.00
33	T-Patch (Concrete Only)	SY	45	\$ 152.00	\$ 6,840.00	\$ 275.00	\$ 12,375.00	\$ 60.50	\$ 2,722.50	\$ 235.00	\$ 10,575.00
34	Concrete Curb and Gutter (Standard 18")	LF	275	\$ 48.00	\$ 13,200.00	\$ 35.00	\$ 9,625.00	\$ 32.00	\$ 8,800.00	\$ 50.00	\$ 13,750.00
35	4" Thick Concrete with Class 7 Base	SY	35	\$ 90.00	\$ 3,150.00	\$ 70.00	\$ 2,450.00	\$ 60.00	\$ 2,100.00	\$ 90.00	\$ 3,150.00
36	6" Thick Concrete with Class 7 Base	SY	100	\$ 117.00	\$ 11,700.00	\$ 80.00	\$ 8,000.00	\$ 60.00	\$ 6,000.00	\$ 105.00	\$ 10,500.00
37	Solid Sod (Bermurda)	SY	2,200	\$ 4.00	\$ 8,800.00	\$ 10.00	\$ 22,000.00	\$ 7.50	\$ 16,500.00	\$ 8.00	\$ 17,600.00
38	Remove and Replace Mailboxes	EA	2	\$ 207.00	\$ 414.00	\$ 500.00	\$ 1,000.00	\$ 250.50	\$ 501.00	\$ 550.00	\$ 1,100.00
39	Erosion Control	LS	1	\$ 5,382.00	\$ 5,382.00	\$ 5,000.00	\$ 5,000.00	\$ 6,047.00	\$ 6,047.00	\$ 25,000.00	\$ 25,000.00
40	Traffic Control and Maintenance	LS	1	\$ 4,830.00	\$ 4,830.00	\$ 10,395.00	\$ 10,395.00	\$ 7,325.00	\$ 7,325.00	\$ 30,000.00	\$ 30,000.00
41	Chainlink Fence with Gates	LF	40	\$ 69.00	\$ 2,760.00	\$ 20.00	\$ 800.00	\$ 31.50	\$ 1,260.00	\$ 80.00	\$ 3,200.00
42	6' Wood Privacy Fence with Gates	LF	315	\$ 34.00	\$ 10,710.00	\$ 30.00	\$ 9,450.00	\$ 22.50	\$ 7,087.50	\$ 38.00	\$ 11,970.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Goins Enterprises, Inc.		Kajacs Contractors, Inc.		NEC, Inc.		Township Builders, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
43	4' Wood Picket Fence with Gates	LF	75	\$ 28.00	\$ 2,100.00	\$ 25.00	\$ 1,875.00	\$ 16.50	\$ 1,237.50	\$ 50.00	\$ 3,750.00
44	Temporary Fencing	LF	350	\$ 14.00	\$ 4,900.00	\$ 10.00	\$ 3,500.00	\$ 11.00	\$ 3,850.00	\$ 20.00	\$ 7,000.00
45	Tree Protection Fencing	LF	150	\$ 14.00	\$ 2,100.00	\$ 5.00	\$ 750.00	\$ 3.00	\$ 450.00	\$ 30.00	\$ 4,500.00
46	Native Stone Rip Rap with Fabric	Ton	65	\$ 83.00	\$ 5,395.00	\$ 100.00	\$ 6,500.00	\$ 252.50	\$ 16,412.50	\$ 125.00	\$ 8,125.00
47	Site Photographs and Video	LS	1	\$ 690.00	\$ 690.00	\$ 1,000.00	\$ 1,000.00	\$ 2,507.00	\$ 2,507.00	\$ 10,000.00	\$ 10,000.00
Total Amount Bid (Schedule 1)				\$ 518,272.00		\$ 531,600.00		\$ 346,844.00		\$ 585,177.00	
48	Trench and Excavation Safety System for Water and Sewer Install	LS	1	\$ 3,600.00	\$ 3,600.00	\$ 2,000.00	\$ 2,000.00	\$ 1.00	\$ 1.00	\$ 6,500.00	\$ 6,500.00
49	T-Patch (Concrete Only)	SY	50	\$ 132.00	\$ 6,600.00	\$ 75.00	\$ 3,750.00	\$ 186.50	\$ 9,325.00	\$ 200.00	\$ 10,000.00
50	6" PVC, C-900, Class 200 DR-14 Water Main	LF	165	\$ 198.00	\$ 32,670.00	\$ 100.00	\$ 16,500.00	\$ 118.50	\$ 19,552.50	\$ 100.00	\$ 16,500.00
51	1" Copper Water Service Tubing	LF	30	\$ 32.00	\$ 960.00	\$ 55.00	\$ 1,650.00	\$ 50.00	\$ 1,500.00	\$ 55.00	\$ 1,650.00
52	6" x 6" Tapping Sleeve and Valve Box	EA	4	\$ 6,600.00	\$ 26,400.00	\$ 5,000.00	\$ 20,000.00	\$ 3,639.00	\$ 14,556.00	\$ 5,500.00	\$ 22,000.00
53	Epoxy Coated Ductile Iron Fittings	LB	900	\$ 11.20	\$ 10,080.00	\$ 20.00	\$ 18,000.00	\$ 15.00	\$ 13,500.00	\$ 18.00	\$ 16,200.00
54	Single Meter Setting, Complete, Including Pressure Reducer & Plumbing connection to ex. bldg service	EA	2	\$ 1,920.00	\$ 3,840.00	\$ 2,500.00	\$ 5,000.00	\$ 1,816.00	\$ 3,632.00	\$ 2,000.00	\$ 4,000.00
55	Remove existing meter setting	EA	2	\$ 720.00	\$ 1,440.00	\$ 250.00	\$ 500.00	\$ 926.00	\$ 1,852.00	\$ 600.00	\$ 1,200.00
56	6" Saddle, 1" Corporation Stop and Tap	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 750.00	\$ 1,500.00	\$ 868.50	\$ 1,737.00	\$ 700.00	\$ 1,400.00
57	Cut and Cap Existing 6" Water Main	EA	4	\$ 3,600.00	\$ 14,400.00	\$ 3,000.00	\$ 12,000.00	\$ 1,527.00	\$ 6,108.00	\$ 1,600.00	\$ 6,400.00
58	Concrete Anchor Collar	EA	4	\$ 1,440.00	\$ 5,760.00	\$ 3,000.00	\$ 12,000.00	\$ 1,269.00	\$ 5,076.00	\$ 5,000.00	\$ 20,000.00
59	12" Direct Bury Steel Encasement	LF	40	\$ 90.00	\$ 3,600.00	\$ 75.00	\$ 3,000.00	\$ 98.50	\$ 3,940.00	\$ 140.00	\$ 5,600.00
Total Amount Bid (Schedule 2)				\$ 112,950.00		\$ 95,900.00		\$ 80,779.50		\$ 111,450.00	
Total Amount Bid (Schedules 1 & 2)				\$ 631,222.00		\$ 627,500.00		\$ 427,623.50		\$ 696,627.00	

				Goins Enterprises, Inc.		Kajacs Contractors, Inc.		NEC, Inc.		Township Builders, Inc.	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Deductive Alternate #1											
21	30" RCP, Class III	LS	-130	\$ 32.00	\$ (4,160.00)	\$ 145.00	\$ (18,850.00)	\$ 101.00	\$ (13,130.00)	\$ 148.00	\$ (19,240.00)
22	36" RCP, Class III	SY	-240	\$ 49.00	\$ (11,760.00)	\$ 170.00	\$ (40,800.00)	\$ 128.50	\$ (30,840.00)	\$ 218.00	\$ (52,320.00)
23	42" RCP, Class III	LF	-125	\$ 62.00	\$ (7,750.00)	\$ 185.00	\$ (23,125.00)	\$ 161.50	\$ (20,187.50)	\$ 260.00	\$ (32,500.00)
24	36" RCP, Class IV, Under Pavement	LF	-55	\$ 55.00	\$ (3,025.00)	\$ 225.00	\$ (12,375.00)	\$ 177.50	\$ (9,762.50)	\$ 294.00	\$ (16,170.00)
25	42" RCP, Class IV, Under Pavement	LF	-45	\$ 69.00	\$ (3,105.00)	\$ 250.00	\$ (11,250.00)	\$ 215.50	\$ (9,697.50)	\$ 325.00	\$ (14,625.00)
	30" ADS N12 HP Storm Sewer Pipe	LF	130	\$ 65.00	\$ 8,450.00	\$ 100.00	\$ 13,000.00	\$ 110.50	\$ 14,365.00	\$ 148.00	\$ 19,240.00
	36" ADS N12 HP Storm Sewer Pipe	LF	240	\$ 70.00	\$ 16,800.00	\$ 120.00	\$ 28,800.00	\$ 115.00	\$ 27,600.00	\$ 218.00	\$ 52,320.00
	42" ADS N12 HP Storm Sewer Pipe	LF	125	\$ 80.00	\$ 10,000.00	\$ 150.00	\$ 18,750.00	\$ 140.50	\$ 17,562.50	\$ 260.00	\$ 32,500.00
	36" ADS N12 HP Storm Sewer Pipe, Under Pavement	LF	55	\$ 80.00	\$ 4,400.00	\$ 175.00	\$ 9,625.00	\$ 167.50	\$ 9,212.50	\$ 294.00	\$ 16,170.00
	42" ADS N12 HP Storm Sewer Pipe, Under Pavement	LF	45	\$ 90.00	\$ 4,050.00	\$ 200.00	\$ 9,000.00	\$ 195.50	\$ 8,797.50	\$ 325.00	\$ 14,625.00
				\$ 13,900.00		\$ (27,225.00)		\$ (6,080.00)		\$ -	

CERTIFIED

Andrea Foren, CPPB, CPPO, Purchasing Manager

Witness, Rachel Brown

Date

2/27/19