

City of Fayetteville Staff Review Form

2019-0355

Legistar File ID

7/2/2019

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

Ken Eastin

6/7/2019

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Park and Recreation planning staff recommends approval of a contract with 81 Construction Group, Inc. of Siloam Springs, AR in the amount of \$167,009.24 and a project contingency in the amount of \$16,700 (approximately 10%) for a total cost of \$183,709.24 for the construction of parking and sidewalk improvements at Gregory Park per Bid #19-30.

Budget Impact:

2250.520.9256-5806.00

Park Development

Account Number

Fund

02013.1801

Gregory Park Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 184,627.00

Funds Obligated \$ 369.90

Current Balance \$ 184,257.10

Does item have a cost? Yes

Item Cost \$ 183,709.24

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 547.86

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Project cost associated with Bid #19-30.



MEETING OF JULY 2, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Ted Jack, Park Planning Superintendent

FROM: Ken Eastin, Park Planner

DATE: June 7, 2019

SUBJECT: Resolution to approve a contract with 81 Construction Group, Inc. of Siloam Springs, AR in the amount of \$167,009.24 and a project contingency in the amount of \$16,700 (approximately 10%) for a total cost of \$183,709.24 for the construction of parking and sidewalk improvements at Gregory Park per Bid #19-30.

RECOMMENDATION:

Park and Recreation planning staff recommends approval of a contract with 81 Construction Group, Inc. of Gentry, AR in the amount of \$167,009.24 and a project contingency in the amount of \$16,700 (approximately 10%) for a total cost of \$183,709.24 for the construction of parking and sidewalk improvements at Gregory Park per Bid #19-30.

BACKGROUND:

Gregory Park is a natural area located just west of College Avenue and south of Sycamore Street in the Northwest Park Quadrant. The land was deeded to the City of Fayetteville by the Veteran's Administration in 1964 for park and recreational purposes. The park included a nature trail, picnic pavilion, tables and gravel parking area.

The Ozark Off-Road Cyclists began volunteering in Gregory Park to remove invasive species and improve the trail system in 2016. They rerouted the perimeter looped nature trail to improve drainage and minimize erosion. Assisted with a grant from the Walton Family foundation, the OORC contracted for the construction of two downhill gravity-flow mountain bike trails in the park. Additionally, they had a bicycle skills course and a concrete pump track installed in the northeast corner on the park. These facilities have already greatly increased the use of Gregory Park and this popularity is expected to continue.

As a part of the Ozark Off-Road Cyclist's grant application, Parks and Recreation agreed to contribute to the project by making improvements to the existing gravel parking lot. The parking area is not currently ADA accessible and has several drainage issues that need to be corrected. In addition, access to the pavilion and the picnic area is also not accessible. Plans were prepared in-house through a combined effort between the City Park and Engineering Departments.

With the available plans, the project was advertised for bids and contractor selection on December 7 and 14, 2018; however, all bids received exceeded available budget. Staff then re-worked the plans for a re-bid.

The project was re-advertised on April 15th and 22nd with a final bid opening held on May 15 at 2 PM. At that time, six bids were opened with 81 Construction Group being the low bidder.

DISCUSSION:

The requested contract with 81 Construction Group will authorize the construction and paving of a new parking lot at Gregory Park as well as improvements to ADA accessibility, the picnic pavilion, and the picnic area adjacent to the parking lot and trails at Gregory Park.

BUDGET/STAFF IMPACT:

Funding for this project is available in project 02013.1801, Gregory Park Improvements.

Attachments:

Contract Agreement between City and 81 Construction Group
Certified Bid Tabulation
81 Construction Group Bid Submittal
Gregory Park Parking Improvement Plans



CITY OF FAYETTEVILLE ARKANSAS

CONTRACT AGREEMENT – BETWEEN CITY AND CONTRACTOR PROJECT: BID 19-30 GREGORY PARK PARKING LOT AND SITE IMPROVEMENTS

THIS AGREEMENT, made and entered into on the ____ day of _____, 2019, by and between **81 Construction Group, Inc.**, herein called the CONTRACTOR, and the City of Fayetteville, Arkansas, hereinafter called the OWNER:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents included in Fayetteville Bid #19-30.

The Work generally consists of: re-construction and concrete surfacing of an existing parking lot, construction of walks, ramps, boulder work, infiltration basin, related improvements, drainage and site work located at Gregory Park, off West Sycamore Street, and all items indicated in the Drawings and Specifications.

Article 2. PROJECT MANAGER

The Parks and Recreation Department, with assistance from other departments, is responsible for project management. The Project Manager for the parks department is:

Ted Jack, Park Planning Superintendent
City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will hereinafter be called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents. The city can change the Project Manager at anytime.

Article 3. CONTRACT TIME

The Work for construction of Gregory Park Parking Lot and Sidewalk Improvements shall be substantially completed within **110** consecutive calendar days after the date when the Contract Time commences to run as provided in the General Conditions.

Article 4. CONTRACT PRICE

The OWNER 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.

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

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, less the aggregate of payments previously made and less such amounts as PROJECT MANAGER shall determine, or OWNER may withhold, in accordance with the General Conditions.

Payments will be made for 95 percent of Work completed with the balance of 5 percent being retainage. If Work has been 50 percent completed as determined by the PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to PROJECT MANAGER, OWNER, on recommendation of PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2

percent being retainage), less such amounts as PROJECT MANAGER shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by PROJECT MANAGER as provided in said General Conditions.

Article 6. CONTRACTOR'S REPRESENTATIONS

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

6.1. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents including "technical data."

6.2. 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, or furnishing of the Work.

6.3. 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.

6.4. 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 identified in the Supplementary Conditions as provided in the General Conditions. CONTRACTOR accepts the determination set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and PROJECT MANAGER 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. CONTRACTOR has obtained and carefully studied (or assumes responsibility for 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, 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 CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance 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.

6.5. 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.

6.6. 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.

6.7. CONTRACTOR has given PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PROJECT MANAGER is acceptable to CONTRACTOR and 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

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement
- 7.2. 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
- 7.3. Performance, Payment and other Bonds
- 7.4. Certificates of Insurance
- 7.5. Documentation submitted by CONTRACTOR prior to Notice of Selection
- 7.6. General Conditions
- 7.7. Supplementary Conditions
- 7.8. Specifications consisting of divisions and sections as listed in table of contents thereof.
- 7.9. Addenda number 1
- 7.10. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through nine with each sheet bearing the following general title: Gregory Park Parking Lot and Site Improvements.
- 7.11. 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

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 8. MISCELLANEOUS

8.1. Terms used in the Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. 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 to all covenants, agreements and obligations contained in the Contract Documents.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The Owner will not agree to be forced to mediate or arbitrate any dispute.

8.7. Freedom of Information Act: City of Fayetteville 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 photo copying costs pursuant to the FOIA may be assessed for this compliance.

8.8. No liens against this construction project are allowed. Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or 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 of labor or materials 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.

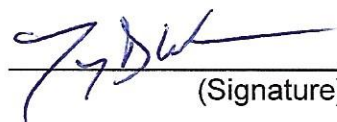
IN WITNESS WHEREOF, the City of Fayetteville and the Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Contractor and one counterpart has been delivered to the City of Fayetteville.

CONTRACTOR: **81 Construction Group, Inc.**
Siloam Springs, AR 72761

CITY OF FAYETTEVILLE

By: Jeremy D. Wesson
(Type or legibly print)

By: Lioneld Jordan


(Signature)

(Signature)

Title: PRESIDENT

Title: Mayor

Attest: LARRY E. KICHLONE
(Type or legibly print)

By: Sondra Smith

Attest: 
(Signature)

Attest: _____
(Signature)

Title: VICE PRESIDENT

Title: City Clerk

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.



Bid 19-30, Construction - Gregory Park Parking Lot Rebid

Official Bid Tabulation
Lionel Jordan, Mayor

Bid No. 19-30
Date: 05.15.2019
Time: 2:00 PM

Dates of Advertisement: 04.15.2019
Issue Date: 04.22.2019
Pre-Bid Date: 04.23.2019

Number of Addendums: 1
Certification of Funds: \$ 184,627.00
Max Award Amount: \$ 230,783.75

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	81 Construction Group, Inc.		Boulder Construction, Inc.		Diamond C Construction		Ellingson Contracting		JRBE Construction, LLC		SSI Incorporated of NWA	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Not to Exceed 5% of Total Bid)	LS	1	\$ 7,721.19	\$ 7,721.19	\$ 5,762.00	\$ 5,762.00	\$ 8,165.00	\$ 8,165.00	\$ 10,295.00	\$ 10,295.00	\$ 5,000.00	\$ 5,000.00	\$ 2,700.00	\$ 2,700.00
2	Bonds and Insurance	LS	1	\$ 4,864.35	\$ 4,864.35	\$ 2,600.00	\$ 2,600.00	\$ 8,100.00	\$ 8,100.00	\$ 7,190.00	\$ 7,190.00	\$ 9,250.00	\$ 9,250.00	\$ 6,900.00	\$ 6,900.00
3	Site Preparation and Erosion Control - Complete in Place Including Tree Protection Fencing, sediment fencing, and other erosion control measures, tree removal and other demolition.	LS	1	\$ 16,412.00	\$ 16,412.00	\$ 6,379.00	\$ 6,379.00	\$ 65,147.50	\$ 65,147.50	\$ 30,833.00	\$ 30,833.00	\$ 30,300.00	\$ 30,300.00	\$ 33,000.00	\$ 33,000.00
4	Parking Lot - 4" of New Base Material (5B2) (118'x43'x4" = 63 C.Y.)	CY	105	\$ 52.00	\$ 5,460.00	\$ 22.20	\$ 2,331.00	\$ 44.36	\$ 4,657.80	\$ 64.00	\$ 6,720.00	\$ 15,000.00	\$ 1,575,000.00	\$ 58.00	\$ 6,090.00
5	Parking Lot - All base work, concrete flatwork and curbs, stripping, bollards, HC sign, and drainage chute.	LS	1	\$ 59,805.00	\$ 59,805.00	\$ 109,471.50	\$ 109,471.50	\$ 71,242.50	\$ 71,242.50	\$ 80,675.00	\$ 80,675.00	\$ 3,000.00	\$ 3,000.00	\$ 78,000.00	\$ 78,000.00
6	Stained Mountain Bike in entry apron	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 11,500.00	\$ 11,500.00	\$ 2,933.00	\$ 2,933.00	\$ 4,000.00	\$ 4,000.00	\$ 5,300.00	\$ 5,300.00
7	Concrete Curb along Service Drive Curb from chute to existing north curb (~46lf) and Concrete Curb from Chute south to new drive curb (~58lf)	LF	104	\$ 18.00	\$ 1,872.00	\$ 16.00	\$ 1,664.00	\$ 22.12	\$ 2,300.48	\$ 67.00	\$ 6,968.00	\$ 3,750.00	\$ 390,000.00	\$ 93.00	\$ 9,672.00
8	Retention Treatment System (Infiltration Basin) all work (note this reduces the amount of concrete necessary for the parking lot)	LS	1	\$ 4,290.00	\$ 4,290.00	\$ 3,384.63	\$ 3,384.63	\$ 4,715.00	\$ 4,715.00	\$ 5,187.00	\$ 5,187.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00
9	Pavilion Walk - Concrete Work	SF	525	\$ 15.00	\$ 7,875.00	\$ 6.93	\$ 3,638.25	\$ 14.90	\$ 7,822.50	\$ 26.00	\$ 13,650.00	\$ 10,000.00	\$ 5,250,000.00	\$ 25.00	\$ 13,125.00
10	Pavilion Walk - Steel Handrails	LF	144	\$ 125.00	\$ 18,000.00	\$ 53.47	\$ 7,699.68	\$ 215.63	\$ 31,050.72	\$ 64.00	\$ 9,216.00	\$ 20,000.00	\$ 2,880,000.00	\$ 103.00	\$ 14,832.00
11	Boulder Field	LS	1	\$ 8,800.00	\$ 8,800.00	\$ 6,400.00	\$ 6,400.00	\$ 6,612.50	\$ 6,612.50	\$ 4,830.00	\$ 4,830.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	81 Construction Group, Inc.		Boulder Construction, Inc.		Diamond C Construction		Ellingson Contracting		JRBE Construction, LLC		SSI Incorporated of NWA	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
12	Concrete walks from Parking Lot to west side of picnic table walk	SF	390	\$ 11.00	\$ 4,290.00	\$ 5.82	\$ 2,269.80	\$ 11.80	\$ 4,602.00	\$ 22.70	\$ 8,853.00	\$ 14,150.00	\$ 5,518,500.00	\$ 22.00	\$ 8,580.00
13	Concrete walk from west end of walk to picnic table area to Oval including Oval sitting area and rock work. See Sheet L9	SF	540	\$ 11.18	\$ 6,037.20	\$ 7.64	\$ 4,125.60	\$ 25.48	\$ 13,759.20	\$ 15.72	\$ 8,488.80	\$ 6,000.00	\$ 3,240,000.00	\$ 24.00	\$ 12,960.00
14	HC Picnic Table, slab, 5' long connecting walk, stone work and all other related work	LS	1	\$ 7,358.00	\$ 7,358.00	\$ 6,987.00	\$ 6,987.00	\$ 10,465.00	\$ 10,465.00	\$ 11,796.00	\$ 11,796.00	\$ 3,000.00	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00
15	Kiosk area including DG, Rock Work, and Bench, but not Concrete.	LS	1	\$ 3,740.00	\$ 3,740.00	\$ 2,153.00	\$ 2,153.00	\$ 10,091.25	\$ 10,091.25	\$ 4,560.00	\$ 4,560.00	\$ 5,000.00	\$ 5,000.00	\$ 6,700.00	\$ 6,700.00
16	All Sod Work	SY	350	\$ 9.67	\$ 3,384.50	\$ 6.53	\$ 2,285.50	\$ 20.38	\$ 7,133.00	\$ 10.80	\$ 3,780.00	\$ 3,000.00	\$ 1,050,000.00	\$ 6.00	\$ 2,100.00
17	Tree Plantings - All Work	EA	6	\$ 600.00	\$ 3,600.00	\$ 258.00	\$ 1,548.00	\$ 421.67	\$ 2,530.02	\$ 470.00	\$ 2,820.00	\$ 800.00	\$ 4,800.00	\$ 450.00	\$ 2,700.00
TOTAL BASE BID				\$	167,009.24	\$	170,198.96	\$	269,894.47	\$	218,794.80	\$	19,982,850.00	\$	237,159.00
DA-1	Stained Mountain Bike in entry apron (Item #6)	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 11,500.00	\$ 11,500.00	\$ 2,933.00	\$ 2,933.00	\$ 2,000.00	\$ 2,000.00	\$ 5,300.00	\$ 5,300.00
	Concrete Curb Chute to new drive (58' from Item #7)	LF	58	\$ 18.00	\$ 1,044.00	\$ 16.00	\$ 928.00	\$ 22.12	\$ 1,282.96	\$ 67.00	\$ 3,886.00	\$ 3,750.00	\$ 217,500.00	\$ 93.00	\$ 5,394.00
	RTS Basin (Item #8) Note: RTS basin area will be concrete surface if this Deduct Alternate is accepted.	LS	1	\$ 4,290.00	\$ 4,290.00	\$ 3,384.63	\$ 3,384.63	\$ 4,715.00	\$ 4,715.00	\$ 4,037.00	\$ 4,037.00	\$ 10,000.00	\$ 10,000.00	\$ 5,500.00	\$ 5,500.00
DA-2	Pavilion Walk - Concrete Work (Item #9)	SF	525	\$ 15.00	\$ 7,875.00	\$ 6.93	\$ 3,638.25	\$ 14.90	\$ 7,822.50	\$ 26.00	\$ 13,650.00	\$ 5,000.00	\$ 2,625,000.00	\$ 7.06	\$ 3,706.50
	Pavilion Walk - Steel Hand Rails (Item #10)	LF	144	\$ 125.00	\$ 18,000.00	\$ 53.47	\$ 7,699.68	\$ 215.63	\$ 31,050.72	\$ 64.00	\$ 9,216.00	\$ 8,000.00	\$ 1,152,000.00	\$ 25.00	\$ 3,600.00
	Boulder Field (Item #11)	LS	1	\$ 8,800.00	\$ 8,800.00	\$ 6,400.00	\$ 6,400.00	\$ 6,612.50	\$ 6,612.50	\$ 4,830.00	\$ 4,830.00	\$ 4,000.00	\$ 4,000.00	\$ 103.00	\$ 103.00
DA-3	Concrete walk from west end of walk to picnic table area to Oval including Oval sitting area and rock work. (Item #13)	SF	540	\$ 11.18	\$ 6,037.20	\$ 7.64	\$ 4,125.60	\$ 25.48	\$ 13,759.20	\$ 15.72	\$ 8,488.80	\$ 5,000.00	\$ 2,700,000.00	\$ 24.00	\$ 12,960.00
Total Bid Amount with Deductive Alternates				\$	117,463.04	\$	142,522.80	\$	193,151.59	\$	171,754.00	\$	13,272,350.00	\$	200,595.50

*Highlighting Notes Corrected Calculation Error

CERTIFIED:

Andrea For

Andrea For, CPB, CPPO, Purchasing Manager

Witness, Les McGaugh

5/24/19

Date

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we 81 Construction Group, Inc.

as principal, hereinafter called the Principal, and

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

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

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

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

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

WHEREAS, the Principal has submitted a bid for

Project: Gregory Park Parking Lot Rebid

Bid Date: 05/15/2019

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

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

Signed and sealed this 7th day of May, 2019.



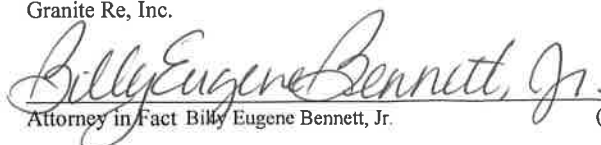
Witness

81 Construction Group, Inc.



President Title (Seal)

Granite Re, Inc.



Attorney in Fact Billy Eugene Bennett, Jr. (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Notary Public


GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
7th day of May, 2019.




Kyle P. McDonald, Secretary/Treasurer



CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: 81 Construction Group, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: #0366420520

City of Fayetteville
Bid 19-30, Construction – Gregory Park Parking Lot Rebid
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 19-30, Construction - Gregory Park Parking Lot Rebid

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the concrete surfacing of an existing parking lot, construction of walks, ramps, and related improvements. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Wednesday May 15, 2019 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

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

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Tuesday April 23, 2019 at 10:00 AM** at Gregory Park 69 East Sycamore Street, Fayetteville, AR. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 4.15.19 and 4.22.19

City of Fayetteville
Bid 19-30, Construction - Gregory Park Parking Lot Rebid
Bid Form

NOTE TO BIDDER: Please use BLACK ink for completing this Bid Form.

Contract Name: Gregory Park Parking Lot and Site Improvements
Bid Number: 19-30

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

BID FROM:

Bidder Information: 81 Construction Group, Inc.
P.O. Box 844
Siloam Springs, AR 72761
Arkansas Contractor #0366420520

INTENT

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

TERMS AND CONDITIONS

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 the Owner's Notice of Award.

BID FORM Continued

BIDDER'S REPRESENTATIONS

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

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

Number	Date
<u>Addendum #1</u>	<u>May 7, 2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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: (1) 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 Landscape Architect 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 and/or utilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- G. Bidder is aware of the general nature of work to be performed by 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 Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Owner 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; an 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.

BID PRICE

Bidders are required to provide pricing for all line items. Failure to provide pricing for all line items can result in bid rejection. Unit price prevails in calculation errors made by the bidder.

The Owner intends to award this contract to the lowest qualified responsive responsible bidder based on the evaluation of the sum of the total base bid. The Owner reserves the right to waive irregularities, reject bids, choose the most qualified bidder for the Project, and to postpone award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.

Unit Key:

L.S. = Lump Sum

C.Y. = Cubic Yard

L.F. = Linear Feet

S.F. = Square Feet

S.Y. = Square Yard

BID FORM Continued

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. All funds for the total project shall be shown in the Item numbers below. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

Item #	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization (Not to Exceed 5% of Total Bid)	L.S.	1	\$7,721.19	\$7,721.19
2	Bonds and Insurance	L.S.	1	\$4,864.35	\$4,864.35
3	Site Preparation and Erosion Control - Complete in Place Including Tree Protection Fencing, sediment fencing, and other erosion control measures, tree removal and other demolition.	L.S.	1	\$16,412.00	\$16,412.00
4	Parking Lot - 4" of New Base Material (SB2) (118'x43'x4" = 63 C.Y.)	C.Y.	105	\$52.00	\$5,460.00
5	Parking Lot – All base work, concrete flatwork and curbs, stripping, bollards, HC sign, and drainage chute.	L.S.	1	\$59,805.00	\$59,805.00
6	Stained Mountain Bike in entry apron	L.S.	1	\$3,500.00	\$3,500.00
7	Concrete Curb along Service Drive Curb from chute to existing north curb (~46lf) and Concrete Curb from Chute south to new drive curb (~58lf)	L.F.	104	\$18.00	\$1,872.00
8	Retention Treatment System (Infiltration Basin) all work (note this reduces the amount of concrete necessary for the parking lot)	L.S.	1	\$4,290.00	\$4,290.00
9	Pavilion Walk - Concrete Work	S.F.	525	\$15.00	\$7,875.00
10	Pavilion Walk - Steel Handrails	L.F.	144	\$125.00	\$18,000.00
11	Boulder Field	L.S.	1	\$8,800.00	\$8,800.00
12	Concrete walks from Parking Lot to west side of picnic table walk	S.F.	390	\$11.00	\$4,290.00
13	Concrete walk from west end of walk to picnic table area to Oval including Oval sitting area and rock work. See Sheet L9	S.F.	540	\$11.18	\$6,037.20
14	HC Picnic Table, slab, 5' long connecting walk, stone work and all other related work	L.S.	1	\$7,358.00	\$7,358.00
15	Kiosk area including DG, Rock Work, and Bench, but not Concrete.	L.S.	1	\$3,740.00	\$3,740.00
16	All Sod Work	S.Y.	350	\$9.67	\$3,384.50
17	Tree Plantings - All Work	Each	6	\$600.00	\$3,600.00

TOTAL BASE BID: One hundred sixty seven thousand nine dollars and twenty four cents Dollars

(\$ 167,009.24)

BID FORM Continued

DEDUCTIVE ALTERNATES

Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best serves the City of Fayetteville's interest. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. Alternates must be taken in order of listing below. The unit price amount for each alternate shall be the same as the unit price amount listed in the Total Base Bid.

Note: Deduct Prices Must Match Item Prices Above					
Item #	Description	Unit	Quantity	Unit Price	Total Price
DA-1	Stained Mountain Bike in entry apron (Item #6)	L.S.	1	\$3,500.00	\$3,500.00
	Concrete Curb Chute to new drive (58' from item #7)	L.F.	58	\$18.00	\$1,044.00
	RTS Basin (Item #8) Note: RTS basin area will be concrete surface if this Deduct Alternate is accepted.	L.S.	1	\$4,290.00	\$4,290.00
DA-2	Pavilion Walk - Concrete Work (Item #9)	S.F.	525	\$15.00	\$7,875.00
	Pavilion Walk - Steel Hand Rails (Item #10)	L.F.	144	\$125.00	\$18,000.00
	Boulder Field (Item #11)	L.S.	1	\$8,800.00	\$8,800.00
DA-3	Concrete walk from west end of walk to picnic table area to Oval including Oval sitting area and rock work. (Item #13)	S.F.	540	\$11.18	\$6,037.20

TOTAL BID AMOUNT WITH DEDUCTIVE ALTERNATES:

One hundred seventeen thousand four hundred sixty three dollars and four cents _____ Dollars

(\$ 117,463.04)

NOTICE: FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING CAN RESULT IN BID BEING REJECTED.

CONTRACT TIMES

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

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.

BID CONTENT

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 in the amount of:

Eight thousand three hundred fifty dollars and forty six cents
_____ Dollars (\$ 8,350.46)

- B. A tabulation of Subcontractors and other persons and organizations are required to be identified in this Bid.
- C. A tabulation of Suppliers/Vendors and other persons and organizations are required to be identified in this Bid.

SUBCONTRACTORS

No Bid shall be based upon an aggregate of Subcontractors performing more than 50 percent of the total Work. The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees not to enter into Contracts with others for these divisions of the Work without written approval from the Owner. Bidder certifies that all Subcontractors listed are eligible to perform the Work.

TBD

Subcontractor

Subcontractor

Subcontractor's Division of Work

Subcontractor's Division of Work

Subcontractor's Percentage of Work

Subcontractor's Percentage of Work

Arkansas Contractor License #

Arkansas Contractor License #

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

Subcontractor

Subcontractor

Subcontractor's Division of Work

Subcontractor's Division of Work

Subcontractor's Percentage of Work

Subcontractor's Percentage of Work

Arkansas Contractor License #

Arkansas Contractor License #

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

SUPPLIERS/VENDORS

The Bidder shall list the suppliers/vendors from which products and materials for this Project will be purchased. The successful Bidder shall provide the Owner an updated list of suppliers/vendors before construction of the Project.

TBD

Supplier/Vendor Name

Supplier/Vendor Name

Product

Product

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

Phone Number

Phone Number

Supplier/Vendor Name

Supplier/Vendor Name

Product

Product

Street Address, City, State, Zip Code

Street Address, City, State, Zip Code

Phone Number

Phone Number

COMMUNICATIONS

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

Contact Person Name: Rome Wesson

Telephone Number: (479) 935-0381

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. 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.
5. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

2.) RELATIONSHIP EXISTS (Please explain): _____

- City of Fayetteville, AR
 Bid 19-30, Construction – Gregory Park Parking Lot Rebid
 Page 12 of 70

- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: 81 Construction Group, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name 81 Construction Group, Inc.

*BUSINESS ADDRESS: P.O. Box 844

*CITY: Siloam Springs *STATE: AR *ZIP: 72761

*PHONE: (479) 524-6691 FAX: (479) 524-6692

*E-MAIL: 81construction@gmail.com

*BY: (PRINTED NAME) Jeremy Wesson

*AUTHORIZED SIGNATURE: 

*TITLE: President

DUNS NUMBER: 100338145 CAGE NUMBER: _____

*TAX ID NUMBER: 82-1574608

Acknowledge Addendums:

Addendum No. #1 Dated: 5-7-19 Acknowledged by: Rome Wesson

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

DATE: March 22, 2019
 SHEET: L5
 PROJECT: GREGORY PARK