

City of Fayetteville Staff Review Form

2019-0388

Legistar File ID

7/2/2019

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

Tim Nyander

6/13/2019

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #19-18, Construction Contract for Goshen Water Storage Tank Improvements to Leher Enterprises, Inc. in the amount of \$238,777.00, approval of a project contingency in the amount of \$23,877.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

10006.1

Benson Mountain Pressure Plane Upgrade

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 213,682.00

Funds Obligated \$ 98,716.17

Current Balance \$ 114,965.83

Does item have a cost? Yes

Item Cost \$ 262,654.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 262,654.00

Remaining Budget \$ 114,965.83

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JULY 2, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water, Sewer, & Solid Waste Committee
Tim Nyander, Utilities Director

FROM: Corey Granderson, Utilities Engineer

DATE: June 12, 2019

SUBJECT: **Award of Bid #19-18, Construction Contract for Goshen Water Storage Tank Improvements to Leher Enterprises, Inc., and Approval of a Budget Adjustment**

RECOMMENDATION:

Staff recommends awarding Bid #19-18, Construction Contract for Goshen Water Storage Tank Improvements to Leher Enterprises, Inc. in the amount of \$238,777.00, approval of a project contingency in the amount of \$23,877.00, and approval of a budget adjustment.

BACKGROUND:

The Goshen water tank is a 300,000-gallon ground storage tank located on Fire Tower Road in Goshen, AR. The Goshen Water Tank Rehabilitation project provides routine life-cycle maintenance as well as upgrades to meet current safety and sanitary codes. The project scope includes removal and replacement of both internal and external paint coating systems, and tank upgrades to address proper mixing, venting, and access.

DISCUSSION:

Public bids were opened on May 14, 2019, with the low-bid award recommended to Leher Enterprises, Inc. Hawkins-Weir Engineers and city utility staff recommend the approval of this award.

BUDGET/STAFF IMPACT:

A budget adjustment is required to move funds into the Benson Mountain Pressure Plane Upgrade account from the Water System Rehabilitation/Replacement account.

Attachments:

Signed Agreement
City Bid Tabulation
Contractor Bid Submittal
Recommendation Letter from Hawkins-Weir Engineers, Inc.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Goshen Water Storage Tank Improvements

Contract No.: 19-18, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ 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 Agreement includes, but is not limited to:
- A. Cleaning and recoating of the 300,000-gallon Goshen steel ground water storage tank.
 - B. Installation of tank appurtenances.
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00400-Bid Form for quantifies.
- 1.03 Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

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

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

- A. The Work shall be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 15 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 4 - CONTRACT PRICE

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

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 **SUBMITTAL AND PROCESSING OF PAYMENTS:**
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 **PROGRESS PAYMENTS, RETAINAGE:**
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units 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

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

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

5.03 **FINAL PAYMENT:**

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

- D. Contractor has carefully studied all:
- (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 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.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (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 this Agreement and in the GENERAL CONDITIONS:
1. This Agreement.
 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 3. Performance, Payment, and other Bonds.
 - a. The Performance and Payment Bond shall be one hundred percent (100%).
 - b. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.
 7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title:
Goshen Water Storage Tank Improvements
 8. Addenda numbers _____ inclusive.

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (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.

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

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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

8.06 **LIENS:**

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

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

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

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

CONTRACTOR:

CITY OF FAYETTEVILLE

By: Jason C. Leher
(Type or legibly print)

By: Lioneld Jordan
(Type or legibly print)

Jason C. Leher
(Signature)

(Signature)

Title: President

Title: Mayor

Contractor shall attach evidence of authority to sign.

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

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

(SEAL)
Attest Charlotte Leher Sec.

(SEAL)
Attest _____

SECTION 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

Leher Painting Enterprises Inc
167-A HWY 85 NORTH
MAYFLOWER, AR. 72106

License No. 0066790419/420

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

Agent for Service of process

Jason C. Leher / President

(Type or legibly print)

Jason C. Leher

(Signature)

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

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

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500



Construction - Goshen Water Tank Improvements

Official Bid Tabulation
Lionel Jordan, Mayor

Dates of Advertisement: 04.15.2019
Issue Date: 04.22.2019

Bid No. 19-18
Date: 05.14.2019
Time: 2:00 PM

Number of Addendums: 1
Certified Bid Award: \$ 409,500.00
Max Award Amount: \$ 511,875.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	JL Bryson, Inc.		Leher Painting Enterprises, Inc.		Maguire Iron, Inc.		Utility Service Co, Inc.		Viking Painting, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Performance & Payment Bond	LS	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
2	Site Preparation, including Mobilization	LS	1	\$ 8,300.00	\$ 8,300.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Furnish all work, materials, equipment, and labor for the cleaning and recoating of the interior of the existing 300,000 gallon welded steel, ground storage tank with final disinfection and ready for normal service	LS	1	\$ 79,700.00	\$ 79,700.00	\$ 68,000.00	\$ 68,000.00	\$ 78,250.00	\$ 78,250.00	\$ 56,000.00	\$ 56,000.00	\$ 73,000.00	\$ 73,000.00
4	Furnish all work, materials, equipment, and labor for the cleaning and recoating of the interior of the existing 300,000-gallon welded steel, ground storage tank	LS	1	\$ 62,800.00	\$ 62,800.00	\$ 50,000.00	\$ 50,000.00	\$ 50,800.00	\$ 50,800.00	\$ 80,000.00	\$ 80,000.00	\$ 67,000.00	\$ 67,000.00
5	Furnish and install hydrodynamic tank mixing system	EA	1	\$ 39,000.00	\$ 39,000.00	\$ 28,500.00	\$ 28,500.00	\$ 26,900.00	\$ 26,900.00	\$ 32,700.00	\$ 32,700.00	\$ 45,000.00	\$ 45,000.00
6	Furnish and install 12" stainless steel roof vent with cap and screen	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 9,000.00	\$ 27,000.00	\$ 3,333.00	\$ 9,999.00	\$ 2,800.00	\$ 8,400.00	\$ 7,500.00	\$ 22,500.00
7	Remove and replace 18" stainless steel roofing vent cap and screen	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 12,777.00	\$ 12,777.00	\$ 7,501.00	\$ 7,501.00	\$ 4,900.00	\$ 4,900.00	\$ 6,500.00	\$ 6,500.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	JL Bryson, Inc.		Leher Painting Enterprises, Inc.		Maguire Iron, Inc.		Utility Service Co, Inc.		Viking Painting, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
8	Furnish and install interior sump	EA	2	\$ 2,400.00	\$ 4,800.00	\$ 1,000.00	\$ 2,000.00	\$ 3,500.00	\$ 7,000.00	\$ 3,650.00	\$ 7,300.00	\$ 5,000.00	\$ 10,000.00
9	Remove and replace floor plate samples	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 250.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 3,500.00	\$ 7,000.00
10	Furnish and install ladder extension and relocate climb protection device	EA	1	\$ 3,100.00	\$ 3,100.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,700.00	\$ 1,700.00	\$ 5,600.00	\$ 5,600.00
11	Furnish and install Saf-T-Climb fall protection system on interior and exterior ladders	EA	2	\$ 2,900.00	\$ 5,800.00	\$ 1,500.00	\$ 3,000.00	\$ 4,750.00	\$ 9,500.00	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00
12	Remove and replace existing manway with 30-inch manway	EA	2	\$ 6,500.00	\$ 13,000.00	\$ 4,500.00	\$ 9,000.00	\$ 9,000.00	\$ 18,000.00	\$ 7,000.00	\$ 14,000.00	\$ 8,500.00	\$ 17,000.00
13	Furnish and install steel handrail	EA	20	\$ 120.00	\$ 2,400.00	\$ 200.00	\$ 4,000.00	\$ 265.00	\$ 5,300.00	\$ 180.00	\$ 3,600.00	\$ 500.00	\$ 10,000.00
14	Remove and replace target level indicator	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
15	Remove and relocate SCADA antenna	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,000.00	\$ 1,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00
16	Furnish and install electrical conduits with pull boxes	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00
17	Furnish and install adjustable pipe supports on tank overflow pipe	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 6,000.00	\$ 650.00	\$ 1,300.00	\$ 1,500.00	\$ 3,000.00
18	Clean and recoat existing fire hydrant	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00
19	Furnish and install sample tap	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	\$ 9,800.00	\$ 9,800.00	\$ 2,500.00	\$ 2,500.00
20	Site restoration, including demobilization	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID				\$ 257,000.00		\$ 238,777.00		\$ 258,500.00		\$ 256,300.00		\$ 310,600.00	

CERTIFIED:

Andrea Foren, CPPB, CPPO, Purchasing Manager

Witness, Les McGaugh

5/24/2019

Date

DOCUMENT 00400-BID FORM

Contract Name: Goshen Water Storage Tank Improvements

Bid Number: 19-18, Construction

BID TO:

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

BID FROM:

Bidder: LEHER PAINTING ENTERPRISES, INC.
167-A HWY 89 NORTH
MAYFLOWER, AR. 72106
501-470-9675

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 00400-BID FORM (continued)

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

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>
#	1	05-07-19

- B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400-BID FORM (continued)

- 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 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.

DOCUMENT 00400-BID FORM (continued)

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

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

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items.

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

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

The total amount bid for the item of "Site Preparation, including Mobilization" must not 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% of the total, then the bid may be rejected.

DOCUMENT 00400-BID FORM (continued)

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s) as indicated on the UNIT PRICE BID SCHEDULE which follows:

UNIT PRICE BID SCHEDULE I					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Performance and Payment Bond	1 LS			
2	Site Preparation, including Mobilization	1 LS		10,000. ⁰⁰	10,000.00
3	Furnish all Work, Materials, Equipment, and Labor for the Cleaning and Recoating of the Interior of the Existing 300,000-Gallon, Welded Steel, Ground Storage Tank with Final Disinfection and Ready for Normal Service	1 LS		68,000. ⁰⁰	68,000.00
4	Furnish all Work, Materials, Equipment, and Labor for the Cleaning and Recoating of the Exterior of the Existing 300,000-Gallon, Welded Steel, Ground Storage Tank	1 LS		50,000. ⁰⁰	50,000.00
5	Furnish and Install Hydrodynamic Tank Mixing System	1 LS		28,500. ⁰⁰	28,500.00
6	Furnish and Install 12" Stainless Steel Roof Vent with Cap and Screen	3 EA		9,000. ⁰⁰	27,000.00
7	Remove and Replace 18" Stainless Steel Roof Vent Cap and Screen	1 EA		12,777. ⁰⁰	12,777.00
8	Furnish and Install Interior Sump	2 EA		1,000. ⁰⁰	2,000.00
9	Remove and Replace Floor Plate Samples	2 EA		250. ⁰⁰	500.00

DOCUMENT 00400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
10	Furnish and Install Ladder Extension and Relocate Climb Protection Device	1 EA		2,500. ⁰⁰	2,500.00
11	Furnish and Install Saf-T-Climb Fall Protection System on Interior and Exterior Ladders	2 EA		1,500. ⁰⁰	3,000.00
12	Remove and Replace Existing Manway with 30-Inch Manway	2 EA		4,500. ⁰⁰	9,000.00
13	Furnish and Install Steel Handrail	20 LF		200.00	4,000.00
14	Remove and Replace Target Level Indicator	1 EA		4,000.00	4,000.00
15	Remove and Relocate SCADA Antenna	1 EA		1,000.00	1,000.00
16	Furnish and Install Electrical Conduits with Pull Boxes	1 LS		5,000.00	5,000.00
17	Furnish and Install Adjustable Pipe Supports on Tank Overflow Pipe	2 EA		1,000.00	2,000.00
18	Clean and Recoat Existing Fire Hydrant	1 EA		500.00	500.00
19	Furnish and Install Sample Tap	1 EA		4,000.00	4,000.00
20	Site Restoration, including Demobilization	1 LS		5,000. ⁰⁰	5,000.00

TOTAL AMOUNT BID (SCHEDULE I)

\$ 238,777.00

TWO HUNDRED THIRTY EIGHT THOUSAND SEVEN HUNDRED AND SEVENTY SEVEN DOLLARS + NO/100 CENTS.

DOCUMENT 00400-BID FORM (continued)

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

ARTICLE 5- CONTRACT TIMES

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

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of
5% of Bid Dollars (\$ 11,938.85)
- 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:

Leher Enterprises Inc
167-A Hwy 89 North
Mayflower, AR. 72106
Email tankmasterj @ aol.com
Phone No. 501- 470- 9675
Fax No. 501- 470- 1930

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.

DOCUMENT 00400-BID FORM (continued)

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

9.01 Contractor's Assurances.

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

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

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

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

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

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

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

DOCUMENT 00400-BID FORM (continued)

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

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

SUBMITTED on 05-14, 2019

Arkansas State Contractor License No. 0066790419

If Bidder is:

An Individual

Name (type or printed): N/A

By:)) (SEAL)

(Individual's Signature)

Doing business as:))

Business address:))

))

Phone No:)) Fax No.))

Email Address:))

DOCUMENT 00400-BID FORM (continued)

A Partnership

Partnership Name : N/A (SEAL)

By: 11
(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): 11

Business address: 11
11

Phone No: 11 Fax No. 11

Email Address: 11

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

Corporation Name : LEHER PAINTING ENTERPRISES, INC. (SEAL)

State of Incorporation: ARKANSAS

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

By: S-CORP
Jason C. Leher
(Signature-attach evidence of authority to sign)

Name (type or printed): Jason C. Leher

Title: President

Attest: Charlotte Leher (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 167-A HWY 89 NORTH
MAYFLOWER, AR. 72106

Phone No: 501-470-9675 Fax No. 501-470-1930

Email Address: tankmasterj@aol.com

END OF DOCUMENT 00400

LEHER PAINTING ENTERPRISES, INC.

167-A HWY 89 North
MAYFLOWER, ARKANSAS 72106

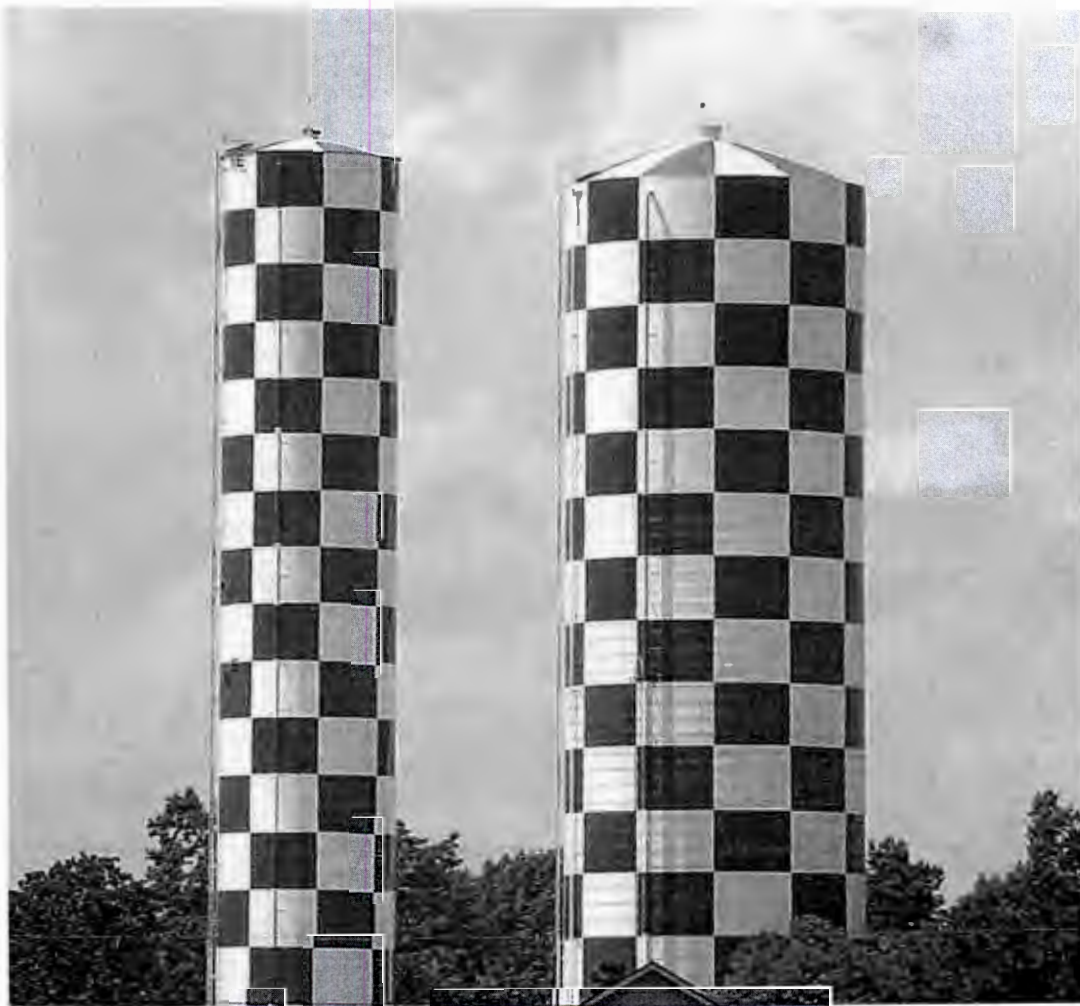
Phone 1-501-470-9675

Fax 1-501-470-1930

TANKMASTERJ@aol.com

Maintenance Coatings and Contracts,
Fabrication, Welding, Modifications,
Erection, Demolition, Wash-outs,
Inspections, Power Washing, Logos,
Sandblasting and Painting.

Arkansas' Largest Instate Tank Contractor



Sandblasting, Structural Repairs,
Painting, and Aviation Color Scheme at
Southside, Arkansas. Completed in 2003

State of Arkansas
Commercial Contractors Licensing Board

LEHER PAINTING ENTERPRISES, INC.
167-A HWY 89 NORTH
MAYFLOWER, AR 72106

LEHER PAINTING ENTERPRISES, 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:

SPECIALTY

Above Ground Tanks
Concrete
Drywall
Foundation Construction or Drilling, Pile Driving,
Stabilization
Grading, Drainage, Excavating
Lath, Plaster, Stucco, Dryvit, EIFS
Lead Abatement
Painting, Wallcovering
Piping, Process Piping, Valve Repair
Sandblasting, Hydroblasting, Dry Ice Blasting
Special Coatings or Applications, Caulking, Waterproofing
Steel, Alloy, Ornamental, Metal Fabrication, Welding

This contractor has an unlimited suggested bid limit.

from June 8, 2018 until April 30, 2019 when this Certificate expires.

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



A handwritten signature in black ink, appearing to be 'Ray [unclear]', written over a horizontal line.

CHAIRMAN

A handwritten signature in black ink, appearing to be 'Michael [unclear]', written over a horizontal line.

SECRETARY

June 8, 2018 - sh

Leher Painting Enterprises Inc.

Corporate Resolution

Minutes of Special Meeting of Board

Minutes of a special meeting of the board of directors held at the office of Leher Painting Enterprises Inc.

#200 Mcdermott trail Mayflower, Ar 72106 on 2-8-96 at 8 a.m.

The Following directors answered present:

President- Jason C. Leher

Secretary- Charlotte D. Leher

being all of the directors of said corporation

The President stated this meeting was called especially at the request of both directors to consider the following business; Authorization of Representation to execute contracts on behalf of said company.

The Secretary then read aloud then notice of the meeting and stated that the same was sent to to each & every director in Accordance with the By Laws.

On motion duly made & carried the notice was ordered on file.

The President then ordered the following business taken upon & transacted;

Whereas, there has been presented to & considered by this meeting a need for Authorization for Leher Painting Enterprises for authorization of Representation & Construction Contracts as needed to operate

Whereas, said request will require the following officers of said corporation to authorize & execute contracts

Jason C. Leher President Charlotte D. Leher-Secretary

NOW THEREFORE BE IT RESOLVED, that the terms & conditions of the proposed authorization presented to & considered by this meeting be approved.

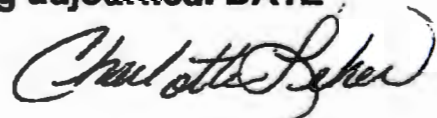
FURTHER RESOLVED, that the President & Secretary of this Corporation execute said documents in the name of & on behalf of said corporation & in substantially the form approved.

There being no other business before the meeting, on motion duly made, seconded & carried, the meeting adjourned. DATE

02-08-96

President

Secretary



Charlotte Leher



Surety Letter of Reference

July 2, 2018

Re: Leher Painting Enterprises, Inc.

To Whom It May Concern;

It is with pleasure that I write this letter in regards to Leher Painting Enterprises, Inc. We have written this account for some time and are presently writing their bonds with Granite Re, Inc., Treasury Listed on the Circular 570 and A.M. Best rated "A"

We have been in the position to write single bonds for them up to \$2,000,000 with an aggregate number to meet their needs. We would consider any proposal and would appreciate the opportunity to write bonds should the occasion arise. We reserve the right to underwrite each bond request on its merits, type of contract, contract amount, forms, and other usual conditions at the time of the request.

We highly recommend Jason and the Leher Painting team to your organization. If you should have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

J. Alan Rogers,

✓ BancorpSouth Insurance Services, Inc.

Cc: Leher Painting Enterprises, Inc.

LEHER PAINTING ENTERPRISES, INC.

167-A HWY 89 NORTH
MAYFLOWER, ARKANSAS 72106

Phone # 1-501-470-9675

Fax # 1-501-470-1930

TANKMASTERJ@aol.com

ARKANSAS' LARGEST WATER TANK SERVICE CONTRACTOR

Company Profile;

Type of Entity: Corporation.

President: Jason C. Leher.

Secretary: Charlotte D. Leher

Established: In 1990 as a Commercial/Industrial painting firm specializing in the painting of tall structures Incorporated in 1996 into present name and Entity Structure

Leher Painting Enterprises, Inc., also offers comprehensive and on-going maintenance programs for Potable Water Storage Tanks, Clearwells, and Clarifiers designed to fit the needs of the municipality.

Average Annual Arkansas Sales Volume; \$2 Million, to \$3 Million Annually.

Also Conducting Business in the following States: Tennessee, Missouri, Kansas, Kentucky, Oklahoma, Mississippi, and Texas

Leher Painting Enterprises, Inc., is represented legally by the following firms;

In Arkansas: M. Jane Dickey with the Rose Law Firm.

In Kentucky: Mr. Larry Wilcher with Wyatt, Tarrant & Combs.

In Tennessee: Mr. Larry Wilcher with Wyatt, Tarrant & Combs.

In Texas: Mr. Kent Hance with Hance, Scarborough, Wright, Ginsberg & Brusilow.

ARKANSAS' ONLY LICENSED LEAD ABATEMENT TANK CONTRACTOR

Management Team;

Jason C. Leher; has completed the SSPC C-3 Supervisor / Competent Person for the De-leading for Industrial Structures.

Has Completed Certified Lead Based Paint Inspector Course

Has Certified Unlimited Vertical and Overhead Welding on Steel up to ¾".

Has 20 Years Experience as a Contractor with Heavy Involvement in the Industrial Market Place since 1996

Jim Williams Has Over 25 Years Experience in ALL Phases of the Industrial Market Place Including Tanks, Boilers, Bridges, Dams, Power Plants, Off Shore Platforms and acts as a Construction Supervisor and a Project Manager in his Partnership in this Firm.

James Jeanes, a NACE Certified Level # 1 Inspector # 8539 on Staff at ALL TIMES.

Charlotte D. Leher; is an Arkansas Licensed Insurance Agent with her Business Career Prior to Leher Painting with L.S.I. Financial Company in Investor Accounting, also was with Norwest Mortgage of Conway, and Farm Bureau of Marshfield MO.

Jeffery P. Green Project Manager / Estimator Has 25 Years Experience in Industrial Environments Such as Plants, Refineries, Wastewater Utility, and Water Storage Tanks.

Leher Employs OSHA Schooled Lead Workers, Certified Welders, Journeyman Painters, Journeyman Pipe Fitters, and Various other Tradesman.

Insurances Services Provided by Insurance Center Inc., of Little Rock, AR.
Agent: Clay Murphy, or Rhonda Stover @ 1-501-223-2400
Bonding Services by Babb Bonds, Inc. of Sherwood, Arkansas, Contact Miki or Allan Rogers @ 1-501-834-5801

MAJOR CONSTRUCTION PROJECTS

City: Magnolia, Arkansas

Engineering was Performed by A.L. Franks Engineering, Mr. Kiron Browning 903-733-6768.

Scope: Demo & Install New Roof on a 750K Ground Storage Tank.

Misc Welding Repairs & Piping Performed as well as Sandblasting & Painting.

Contract Amount \$321,777.00

Completed Fall 2017.

City: Mountain Home, Arkansas

Engineering was Performed by Garver & Garver LLC of Little Rock Mr. Hollinger at 501-537-3293.

Scope: Demo & Install New Roof on a 500K Ground Storage Tank, as well as Misc Repairs & Abrasive Blasting & Painting.

Contract Amount: \$295,777.00 Completed in Fall of 2017.

City: Springdale Water Utilities, Springdale Arkansas

Owner Engineered the Project.

Scope: Rehabilitation of a 5 Million Gallon Storage Tank as well as Misc Repairs to the Tank.

Contract Amount: \$1,410,277.00, Completed in Spring 2017. Also Completed another Contract for this Owner during the Same Time Period, A Containment & lead Abatement of a 100K 3 Legged Elevated as well as a Standpipe Rehab.

Contract Amount: \$589,077.00

City: Summit Mississippi

Engineering Performed: Dungan Engineering of MS. 601-441-8338 Brock White

Scope: Install New Roof and Misc. Repairs to a Standpipe. Perform Abrasive Blasting, lead Abatement & Containment.

Contract Amount: \$155,777.00 Completed: Spring of 2016

City: Jonesboro Arkansas City Water & Light

Engineering Was Performed In House by City Water Light

Mr. Robert Garland Construction Project Manager 870-219-5234.

Scope: Remove and Replace Roof on 90' Diameter X 11' Tall 500K Ground Storage Tank. Abrasive Blast & Recoat Interior and Exterior.

Contract Amount \$510,000.00 Completed Summer 2015.

City: Rosston, Arkansas

Engineering Mr. Trey Foster Civil Engineering Associates.

Contact Mr. Trey Foster 501-944-5480

Scope: Construct New 11.5' Diameter X 135' Tall Water Storage Standpipe Including Foundation, Erection, Telemetry,, Painting, Etc.

Contract Amount \$425,777.00 Completed Fall 2015.

City: Mammoth Springs, Arkansas: Engineer Mr. John Selig of C.E.A Inc.
Contact Mr. John Selig @ 1-870-273-4185
Scope: Perform Lead Abatement on a 200K Ground Tank as well as Remove Roof from the 38' Tall Ground Tank, Add 8' of Wall and Replace Roof prior to Abrasive Blasting & Painting. & Lead Abatement.
Contract Amount: \$170,000.00 Completed in 2010.

City: Van Buren Municipal, AR, Contact Brett Peters of Hawkins-Weir Engineering @ 479-474-1227
Scope: Replace floor in 3 Million Gallon Ground Tank and Completed the Abrasive Blasting and Recoating of the Interior and Exterior.
Contract Amount: \$818,249.00, Completed in 2012

City: Wright Pastoria Water Association, Inc.
Engineer: Bond Engineers of Marion, AR. Contact Jerome Alford @ 870-739-2228 or 901-412-6003.
Scope: Extensive Repairs of 2 50K Elevated Tanks including Riser Welding, Complete Riser Skim Coating, New Manways, Vents, Interior Ladders, as well as complete Rehab of Water Treatment Plant including building a New Detention Tank and Re Constructing of Sand Filter & Aerator.
Contract Amount: \$275,000.00 Completed in 2011.

Owner: Pfeiffer Water Association Batesville, AR. Contact Mr. Rob Graham at 501-227-0078 for Reference.
Scope: Construct 1 New Ground Storage Tank, including Underground Tie in to existing system, Perform Abrasive Blasting and Painting of 3 Storage Tanks and Lead Abatement on One Ground Storage Tank. Total Contract Amount \$473,334.00. Project Completed in 2011.

City: Saulsbury TN. Owner Candlewood Lakes Estates. Contact Tony Sparks 1-731-376-0667. Scope: Leher removed the Roof and a 2' Tall section of deteriorated wall of a 12' Diameter Standpipe and Replaced with a New Roof. Total Contract \$25,000.00. Completed in November of 2012. Start to Finish was 7 Days.

City: Little Rock, Arkansas; Engineer Mr. Thomas Wray P.E.
Contact Mr. Thomas Wray @ 501-377-1221
Scope; 4 Million and a 2.5 Million Gallon Ground Tanks
Contract Amount; \$665,000.00 Completed in 2009. Also Completed a Containment of a 250K Spheroid in 2012 Contract Price \$162,600.00.

City; Clarksville, Arkansas, Clarksville Light & Water
Contact; Roy Young at 479-979-5473
Scope; Sandblasting & Painting of 2 75' Diameter Fresh Water Clarifiers with Rotating Rake Assemblies included. Contract Amount: \$140,000.00 Also a 5 Million Gallon Ground Tank Interior Complete Rehab and Exterior Repaint Completed in Winter of 2007 / 2008 at \$443,777.00.

City; Paragould, Arkansas; Owner Used City Engineers.

Contact Allan Piercy, City Engineer at 1-870-239-7700.

Scope; Repairs, Welding, Fabrication, Sandblasting, and Painting and Logos
1,000,000 Ground Tank, One 500,000 Elevated Tank, One 250,000 Elevated Tank,
Two 250,000 Claricones, Two small fuel tanks, and Miscellaneous Yard Piping.

Contract Amount; \$300,000.00 Completed in December 2003

Also just completed 2 250,000 Elevated Tanks for Paragould in 2009 with a
contract amount of \$250,000.00.

Also Completed a 3 Million Ground Tank For Paragould in 2012 with a Contact
Amount of \$340,777.00

Leher Painting Enterprises, Inc. took over a 5 Tank Project in the South
Central Oklahoma area in which another contractor had defaulted. Contact
Joyce Holliday with GRANITE, RE., INC., at 1-405-752-2600. If A Bonding
company can count on LEHER to perform where another contractor failed,
YOU can count on LEHER for nothing but the highest level of service.
Leher Has Completed the Following Projects for you Reference:

City; Imboden, Arkansas, 90,000 Elevated Lead Abatement and Containment
and Containment, as well as Design and Install of a new Fill Line from the Main
into the Riser to above the HWL on a nearly new 100K Elevated in order to
facilitate the rollover of the water to prevent stagnation and bacterial growth.

Scope; Design, Fabrication, Welding, Sandblasting and Painting of a 90K
Elevated, and a 100K Elevated Tanks

Contract Amount; \$171,000.00, Completed in January of 2004

City; Searcy, Arkansas; GARVER Engineers, Inc, Arkansas.

Contact Shada Roberts at 1-501-376-3633.

Scope; Containment and Lead Abatement, Welding Repairs, Piping Repairs,
Sandblasting & Painting of a 1.2 Million Ground Tank and a 300K Standpipe
Tank.

Contract Amount; \$250,000.00, Completed in 2005

Contract had a 45 day time limit with a \$2,000.00 per day penalty, Completed
on time

City: BRANSON, MO, Engineered. Contact Matt Felice

@ 1-417-337-8181

Scope; Minor Repairs, Sandblasting and Painting of a 500K Elevated Tank, and
1 MG Ground Tank. Both on 76 BRANSON Strip, Seen with Music Note Logo

Contract Amount: \$155,000.00, Completed in 2005.

City: City of Prescott, Arkansas.

Contact Engineer Firm Marlar Engineers at 1-501-753-1987. Speak to Mike
Marlar.

Scope; Welding, Handrail Constructing, Sandblasting, Painting 500k Elevated
Tank

Contract Amount; \$213,000.00, Completed in 2006

City: Hot Springs Village, Arkansas, Garver Engineers, LLC.
Contact: Mr. Dennis Eskew with Hot Springs Village P.O.A. at 501-922-5523.
Scope; Lead Abatement and Containment of a 100K Elevated Tank.
Contract Amount; \$99,777.00, Completed in Winter 2006.

City: City of Parkin, Arkansas.
Contact Mr. John Selig P.E. with Consulting Engineers at 870-972-5316. We have completed numerous projects for this engineering firm.
Scope; Welding Repairs, Lead Abatement & Containment of a 500K Elevated Tank 2007
Contract Amount; \$218,777.00
We have Completed Many Projects for this Engineering Firm.

City: Highland, Arkansas, Engineer: Miller Newell Inc.
Contact; Mr. Wayne Menley with Miller Newell @ 870-523-6531
Scope; Two 300K Standpipes Sandblasting and Recoating Interior and Exterior
Contract Amounts; \$75,000.00 Each, We have Completed Many Projects for this Engineering Firm. Completed in 2005 and 2007 Respectively.

City: Edmond Oklahoma. City acted as own Engineer
Contact; Mr. Ron Birdsong Plant Manager @ 405-426-7205
Scope; Completed the Abrasive Blasting and Recoating of the Exterior of 4 Claricones.
Contract Amount; \$95,000.00
Also Completed the Repainting of all piping in 2 High Lift Pump Stations and 1 Pipe Gallery for City of Edmond as well
Contract Amount; \$68,000.00 Completed in 2007 and 2008 Respectively.

City: Conehoma Water Association. Gardner Engineering in Kosciusko MS performed Engineering services. Contact Christian Gardner @ 662-290-0078.
Scope; Sandblasting and Painting of 2 100K Elevated Tanks.
Contract Amount; \$129,000.00 Completed in Spring 2008.

City: Nesbit, MS. Engineer; Elliot & Britt Engineering of Oxford, MS
Contact Mr. Tom Elliot @ 662-234-1769
Scope; Welding Repairs and Abrasive Blasting & Repainting of a 100K Standpipe & a 100K Elevated Tank.
Contract Amount; \$193,000.00 Completed in Spring 2009.
City: Des-Arc, Arkansas. Engineer Mr. Charles Hilsdon Engineering.
Contact Mr. Charles Hilsdon @ 501-362-7417 or 501-250-4268.
Scope; Abrasive Blasting & painting of 2 150K Elevated Tanks.
Contract Amount; \$185,000.00 Completed Spring 2009

City: Harrison, AR, Contact Curt Shaddox of Shaddox Engineering @ 870-741-0088
Scope: Sandblasting and Painting of a 500K Elevated Tank
Contract Amount: \$318,500.00, Completed in 2011.
Also Completed a 3 Million Gallon Standpipe in Contract Amount \$257,777.00. Completed in Late 2012 into 2013.

Leher Inc. Has Completed Many Projects for;
McCormick Painting Company, Little Rock, Contact Rudy McCormick at 1-501-374-5599.

Phoenix Fabricators & Erectors, Avon , IN. Will Johnson at 1-317-271-7002.
Utility Service Co, Inc. of Perry Georgia, Contact Darin Jackson at 1-870-732-2998

Industrial Painting Limited of Brighton TN, Contact Dale Smith or Andy Meyers @ 901-837-6084

Another excellent reference for our company is Mid South Tank Consultants and Mr. Jeff Oakley @ 270-559-4727 full time NACE Inspectors.

Clients we have performed tank inspections for:

AHTD, Batesville, AR. Contact Mr. Bobby Manor @ 870-251-2374
50K Elevated Washout, Inspection & Leak Repair.
Basin Valley Water, AR. Contact Mr. Ivan Reynolds @ 870-446-5352
50K Standpipe Tank Washout & Inspection
City of Bentonville, AR. Contact Mr. Tony Muff @ 479-271-3140
500K Elevated Washout & Inspection.
Centergrove Water, AR. Contact Mr. David Rawls @ 870-942-3058
Several Standpipe Washouts and Inspections
City of Clarksville, AR. Contact Mr. Roy Young @ 479-754-3615
500K Ground Tank Washout & Inspection.
City of Eudora, AR. Contact Mr. Mayor @ 870-355-3757
500K, 250K, and 150K Elevated Washouts & Inspections.
City of Highland, AR. Contact Mr. Danny Taylor @ 870-856-2221
300K Standpipe Washout, Inspections, Bullet Hole Repairs.
Lakeside Water, AR. Contact Mr. Joe Caperton @ 870-234-4138
2 100K Elevated Tank Washouts & Inspections.
Lake City, AR. Contact Mr. Cameron Tate @ 870-237-4431
100K Elevated Washout, Inspection, & Leak Repairs.
City of Mayflower, AR. Contact Raymond Arnold @ 501-470-1818
300K and 2 100K Ground Tank Washout & Inspections.
Mt. Sherman, AR. Contact Mr. Ivan Reynolds @ 870-446-5352
50K Standpipe Tank Washout & Inspections
City of Nixa, MO. Contact Mrs. Mary Tronnes @ 417-725-3785
100K Elevated Spheroid Tank Washout & Inspection.
NOWCO Water, AR. Contact Mr. Mike Lowery @ 501-729-5224
Several Standpipe Washout & Inspections & Rehabs
Pine Bluff Arsenal Contact Mr. Mike Carr @ 501-412-8802
All Elevated Tanks on The PBA Facility Washout, Inspections, Minor Repairs.
City of Piggot, AR. Contact Mr. Bradley Scheffler @ 870-598-2946
250K Elevated Tank Washout & Inspection.
West Helena, AR. Contact Mr. Ken Fratesi @ 870-572-6714
1 MG Ground Tank Washout & Inspection
Woodson Hensley Water Contact Mr. Greg Burris @ 501-397-5330
100K Elevated & 100K Standpipe Tanks Washout, Inspections & Minor Repairs.
Hardin Water Association, AR. Contact Wayne Haskins @ 870-247-9639
Inspected Multiple Tanks
Community Water Systems, AR. Contact Ron Littell @ 501-825-7294
ROV inspected Six Tanks

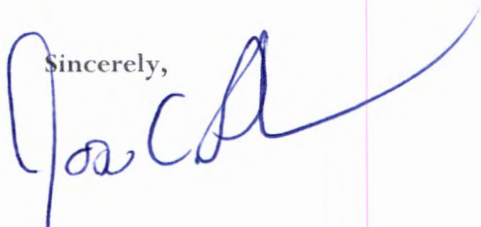
LEHER PAINTING ENTERPRISES, INC.

167-A HWY 89 NORTH
MAYFLOWER, ARKANSAS 72106
Phone # 1-501-470-9675
Fax # 1-501-470-1930
TANKMASTERJ@aol.com

RE; List of Major Equipment Owned or Long Term leased Available
Immediately for the Purpose of Contracting The Inspection or Rehabilitation
and or Construction / Demolition of Potable Water Storage Tanks.

Quantity; Two Video Ray PRO3XE Remote Operated Submersible Cameras.
Quantity; One Sullair 900 CFM Compressor.
Quantity; One Atlas Copco 750 CFM Compressor.
Quantity; Two Atlas Copco 375 CFM Compressor.
Quantity; One Ingersoll Rand 375 CFM Compressor.
Quantity; Eight-Air Spider Baskets 3-Electric Spider Baskets.
Quantity; 24 Air Skyclimber Hoists and 4 Electric Skyclimber Hoists w/
Several thousand feet cable.
Swing Stage Platforms, Walkboards Handrail Assemblies; Too Many Too List.
Blast Pots; Quantity; 6-600 LB Blast Pots, 1 2-300 LB Pots 1- 1,000 Pot, 1-2 Ton
Pot, 2- 8 Ton Bulk Blast Pots. 2 Onsite 25 Ton Hoppers, 1 30 Ton Portable
Hopper and 1- Portable 2 Ton Hopper
Quantity; Approximately 7,000 Linear Feet Blast Hose and 10,000 ft Air Line.
Bull Dog or Other Industrial Paint Pumps;
Quantity; 6 Bulldog, Commander, King, or Hydraulic Type Paint Pumps.
Quantity; 2 Enclosed Job Trailers.
Quantity; 4 Miller Bobcat Welders.
Quantity; 1 Multiquip Diesel 300 Amp Welder
Quantity; 2- 2004 Dodge Ram 2500 Diesel 4 X 4.
Quantity; 1 2001 Ford F-550 Diesel 2 X 4 Service Truck.
Quantity; One 2009 GMC C5500 Top Kick Service Truck.
Quantity; One 01 Ford F-550 4X4 Service-Welding Truck.
Quantity; One 1990 Lorain MCH350D 35 Ton Truck Crane.
Quantity; One 1997 Terex T340 Hydraulic 40 Ton Truck Crane.
Quantity; One; 2000 International 9400 Eagle Road Twin Screw Tractor.
Quantity; One Komatsu D-58-E Dozer. 35,000 lb Class.
Quantity; One Komatsu Dressa TD3H Dozer with PAT Blade 20,000 LB Class.
Quantity; One Komatsu Dresser 200 Crawler Loader. 44,000 LB Class
Quantity; One Deere 120 C Tracked Excavator. 30,000 LB Class.
Quantity; One Volvo EC-55 Rubber Tracked Mini Excavator 11,000LB Class.
Quantity; One Komatsu CK-35-1 Tracked Skid Steer 10,000 LB Class.
Quantity; One Cat 247 Tracked Skid Steer 7,000.00 Class.
Quantity; Two Manitou Piggy Back All terrain Forklift.
Quantity; JLG Skytrak 9042 Shooting Boom All Terrain Forklift.
Quantity; One 2016 Proline 35 Ton RGN Detachable Gooseneck Lowboy.
One Freuhauf, and One Trailmobile 940 C.U. Pneumatic Tanker Trailers

Sincerely,



BID BOND

CONTRACTOR:

(Name, legal status and address)

Leher Painting Enterprises, Inc.
167-A Highway 89 North
Mayflower, AR 72106

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

City of Fayetteville, Arkansas
113 W. Mountain Street, Fayetteville, AR 72701

BOND AMOUNT: Five Percent (5%) of the Amount Bid _____

PROJECT:

(Name, location or address, and Project number, if any)

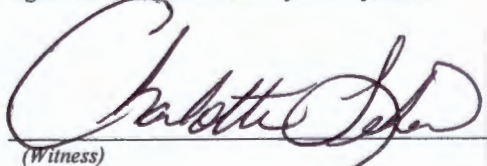
Goshen Water Storage Tank Improvements

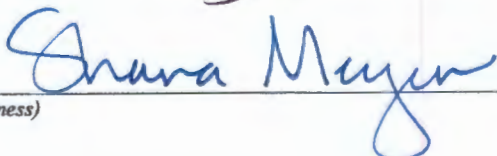
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner 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 Owner, 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 Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner 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 specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 14th day of May, 2019


(Witness)


(Witness)

Leher Painting Enterprises, Inc.

(Principal)

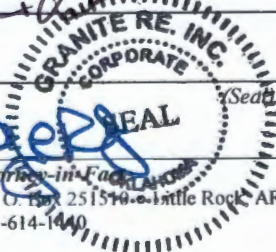
(Title)

Granite Re, Inc.

(Surety)

(Title) Miki J. Rogers, Attorney-in-Fact

BXS Insurance Service • P. O. Box 251510 • Little Rock, AR 72225
Ph: 501-614-1599 Fax: 501-614-1440



SECTION 00120 – INVITATION TO BID

Contract Name: Goshen Water Storage Tank Improvements
City of Fayetteville Bid Number 19-18, Construction

Advertising Dates: 04/15/2019 and 04/22/2019

The City of Fayetteville, AR (Owner) is accepting sealed bids from properly licensed professionals for the Goshen Water Storage Tank Improvements contract. The Work includes the cleaning and recoating of a 300,000-gallon steel ground water storage tank, the installation of related tank appurtenances, and as further defined in the Contract Documents.

All sealed bids shall be received by the City of Fayetteville, Arkansas (the Owner) **until Tuesday, May 14, 2019 before 2:00:00 PM, local time**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend. Bids will be received at the following location:

Purchasing Agent's Office (Room 306) at City Administration (aka City Hall)
113 West Mountain Street
Fayetteville, Arkansas 72701

No late bids shall be accepted. Bids shall be submitted in sealed envelopes. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

A non-mandatory pre-bid meeting will be held on Monday, April 22, 2019 at 10:00 a.m., in Room 111 at the City of Fayetteville Administration Building, 113 West Mountain Street, Fayetteville, AR 72701. An optional project site tour will be conducted at the conclusion of the pre-bid meeting. All interested parties are strongly encouraged to attend.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. 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. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

Bid Documents may be obtained for bidding purposes from the City of Fayetteville Purchasing Division by e-mailing lmcgaugh@fayetteville-ar.gov as noted above. No partial sets will be issued. No paper sets will be issued or sold prior to bidding. No half size sets will be sold or issued prior to bid opening.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE # 1: PROJECT MANUAL: 206 total pages

FILE # 2: PROJECT DRAWINGS: 41 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

SECTION 00120 – INVITATION TO BID (continued)

***PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT <http://fayetteville-ar.gov/bids>**

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

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 five percent (5%) shall accompany each Bid in accordance with the Instructions to Bidders. After a contract has been awarded, a one hundred percent (100%) performance and payment bond shall be provided to the City after being file marked at the Washington County Circuit Clerk's Office in accordance with the Instructions to Bidders.

The Bid shall be conditioned upon compliance with all applicable labor related requirements including the regulations and stipulations concerning equal employment opportunity, minority manpower utilization, affirmative action requirements, and minimum wage rates.

The City reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

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.

City of Fayetteville, Owner

By: Les McGaugh

Title: Purchasing Agent

END OF SECTION 00120

Bid 19-18, Addendum 1

Date: Tuesday May 07, 2019

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 19-18, Construction – Goshen Water Tank Improvements



CITY OF
FAYETTEVILLE
ARKANSAS

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

1. Attached are the lead paint test results.
2. The City held a non-mandatory pre-bid meeting on Thursday April 22, 2019 at 10:00 AM. The sign in sheet for that meeting is attached.

Environmental Services Company, Inc.

Corporate Office
13715 West Markham
Little Rock, AR 72211
Tel. (501)221-2565 Fax (501)221-1341

Northwest Arkansas Branch
1107 Century Avenue
Springdale, AR 72762
Tel. (479)750-1170 Fax (479)750-1172

Control Number: 1809020159
Customer Name : HAWKINS-WEIR ENGINEERS, INC.
Customer Number : 2640
Report Date : 09/13/18

Sample Date : 08/23/18
Sample Time : 1400
Sample Type : GRAB PAINT
Sample From : GOSHEN EAST

Collected By: JD
Delivery By : JD
Work Order :
Purchase Order :

Laboratory Analysis							Quality Assurance	
Analysis		Parameter	Result	Notes	Quantity	Method	Precision	Accuracy
Date	Time By						% RPD	% Recovery
09/10	0830 PJC	Metals Digestion	1			1996 EPA 3050B	0.00	100.0
09/11	1700 PJC	Lead, Total	< 2.50 mg/kg			SW846 6020A	0.87	98.2

* QA data shown is from a different sample or standard on the same date.

All equipment used is checked and/or calibrated daily. All NPDES testing is conducted in accordance with 40 CFR Part 136. A minimum of 10% spiked and duplicate samples is run on each parameter where applicable for Quality Assurance purposes. Quality Assurance Plan on file with Arkansas Department of Environmental Quality. Analysis time indicates the time of the start of the analytical batch in which the specific sample was included.

Signature



Environmental Services Co., Inc.

Environmental Services Company, Inc.

Corporate Office
13715 West Markham
Little Rock, AR 72211
Tel. (501)221-2565 Fax (501)221-1341

Northwest Arkansas Branch
1107 Century Avenue
Springdale, AR 72762
Tel. (479)750-1170 Fax (479)750-1172

Control Number: 1809020160
Customer Name : HAWKINS-WEIR ENGINEERS, INC.
Customer Number : 2640
Report Date : 09/13/18

Sample Date : 08/23/18
Sample Time : 1400
Sample Type : GRAB PAINT
Sample From : GOSHEN WEST

Collected By: JD
Delivery By : JD
Work Order :
Purchase Order :

<u>Laboratory Analysis</u>							<u>Quality Assurance</u>		
Analysis			Parameter	Result	Notes	Quantity	Method	Precision	Accuracy
Date	Time	By						% RPD	% Recovery
09/10	0830	PJC	Metals Digestion	1			1996 EPA 3050B	0.00	100.0 *
09/11	1700	PJC	Lead, Total	< 2.50 mg/kg			SW846 6020A	0.87	98.2 *

* QA data shown is from a different sample or standard on the same date.

All equipment used is checked and/or calibrated daily. All NPDES testing is conducted in accordance with 40 CFR Part 136. A minimum of 10% spiked and duplicate samples is run on each parameter where applicable for Quality Assurance purposes. Quality Assurance Plan on file with Arkansas Department of Environmental Quality. Analysis time indicates the time of the start of the analytical batch in which the specific sample was included.

Signature


Environmental Services Co., Inc.

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: Goshen Water Storage Tank Improvements
Bid 19-18, Construction

Date: MAY 14, 2019

SUBMITTED TO:

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

SUBMITTED BY:

Company LEHER PAINTING ENTERPRISES, INC.
Name JASON C LEHER
Address 167-A HWY 89 NORTH, MAYFLOWER, AR. 72106
Principal Office MAYFLOWER, AR.
Corporation, LLC, partnership, individual, joint
venture, other S-CORP
Arkansas State General Contractor's License Number
0066790419
(Type or legibly print)

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

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

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

The Contractor shall have executed work for municipalities operating water distribution facilities with a minimum of three (3) projects equaling or exceeding two hundred thousand dollars (\$200,000) for installation of the product(s) bid. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 23 years and has performed work of the nature and magnitude of this Contract for 23 years. Bidder has been in business under its present name for 23 years.
2. The Contactor must also provide documentation with the bid to document the Contractor's successful experience with the following:
 - a. The Contactor must also provide documentation with the bid to document the Contractor's successful completion of five contracts similar in scope to this City of Fayetteville Bid.
3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) Attached
4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.) Attached
5. Has Bidder ever failed to complete any project? If so, state when, where, and why. NO
6. Bidder normally performs the following work with his own forces:
TANK CONSTRUCTION, TANK DEMOLITION, LEAD
ABATEMENT, FABRICATION, WELDING, PIPING,
SANDBLASTING, PAINTING, CAULKING, WATERPROOFING
CONCRETE, CLEARING, GRUBBING, EXCAVATION ETC.
7. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):
ATTACHED

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:
BACORP SOUTH OF LITTLE ROCK
ALAN ROGERS, MIKE ROGERS
501-614-1599

SECTION 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

Date: 05-02, 2019

(OFFICIAL SEAL)

Name of Organization:

LEHER PAINTING ENTERPRISES, INC.

By Jason C. Leher / JASON C. LEHER

(Type or legibly print)

By Jason C. Leher

(Signature)

SEAL

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 or LLC, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.

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

END OF SECTION 00140

SECTION 00200 – INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

- A. Terms used in these Instructions to Bidders and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.
- B. Bid Documents shall include the following:
 - 1. Bidding Requirements:
 - a. Invitation to Bid.
 - b. Instructions to Bidders.
 - c. Bid Form.
 - d. Bid Bond.
 - 2. Bidder's Forms:
 - a. The Bidder's attention is called to the following additional forms which shall be completely filled out and submitted with the Bid:
 - b. Bidder's Qualifications Statement
 - c. List of Subcontractors
 - 3. Contract Forms:
 - a. Agreement Between Owner and Contractor.
The Bidder's attention is called to the evidence of authority to sign and other documents which shall be submitted with the Agreement as applicable to the Business entity and noted in the Agreement.
 - b. Performance Bond.
 - c. Labor and Material Payment Bond (Payment Bond).
 - (1) The Performance and Payment Bond shall be one hundred percent (100%).
 - (2) The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
 - 4. Contract Conditions:
 - a. General Conditions.
 - b. Supplementary Conditions or Specifications
 - 5. Specifications.
 - 6. Addenda issued prior to receipt of Bids.



May 29, 2019

Mr. Tim Nyander
Utilities Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Goshen Water Storage Tank Improvements
Project No. 19-18
HW Project No. 2017076

Dear Mr. Nyander:

As you are aware, on May 14, 2019 at 2:00 p.m. bids were received for the above referenced project. The apparent low bid was submitted by Leher Painting Enterprises, Inc. of Mayflower, Arkansas in the amount of \$238,777.00. A total of five (5) bids were received and the totals are shown below:

	<u>Bid Amount</u>
JL Bryson, Inc.	\$257,000.00
Leher Painting Enterprises, Inc.	\$238,777.00
Maguire Iron, Inc.	\$258,500.00
Utility Service Co., Inc.	\$256,300.00
Viking Painting, LLC	\$310,600.00

We have reviewed the Certified Bid Tabulation prepared by the City of Fayetteville, and we recommend that the City of Fayetteville award a contract for the Goshen Water Storage Tank Improvements project to the low bidder, Leher Painting Enterprises, Inc. for **\$238,777.00**. We have worked with Leher Painting Enterprises, Inc. on several past projects and their performance to date has been satisfactory. We understand that you will present the bid tabulation and our recommendation to the City of Fayetteville Water, Sewer, and Solid Waste Committee for their consideration at the June 2019 meeting. We will attend the meeting and be available to answer any questions.

We trust that this is satisfactory for your review and consideration. If you have any questions, or require any additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Joshua S. Durham', is written over the company name.

Joshua S. Durham, P.E.

JSD/

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
438 East Millsap Road • Suite 107 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • (479) 242-4685