

City of Fayetteville Staff Review Form

2019-0694

Legistar File ID

11/5/2019

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

Wade Abernathy

10/17/2019

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends aproval of a contract with JBZ, Inc. dba Ellingson Contracting in the amount of \$329,299 for the restoration and reconstrucion of the Woolsey Farmstead and approve a Change Order#1 to reflect value engineering items and reduce the contract amount by \$50,200 for a final contract amount of 279,099. Also approve a project contingency of \$15,000.

Budget Impact:

4470.090.8900-5315.00

Sales Tax Capital Improvement

Account Number

Fund

15008.1

Woolsey Homestead Historic Restoration

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 339,600.00

Funds Obligated \$ 42,550.78

Current Balance \$ 297,049.22

Does item have a cost? Yes

Item Cost \$ 279,099.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 17,950.22

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date: 5-Nov-19

Original Contract Number:

Comments:



**MEETING OF NOVEMBER 5, 2019**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff  
Paul Becker, Chief Financial Officer

**FROM:** Wade Abernathy, Facilities & Building Projects Manager

**DATE:** 10/17/19

**SUBJECT:** Approval of a Multi-Phased Contract with JBZ, Inc. dba Ellingson Contracting for the Restoration and Reconstruction of Woolsey Farmstead

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**RECOMMENDATION:**

Staff recommends approval of a contract with Ellingson Contracting in the amount of \$329,299 and a simultaneous change order reducing the contract amount by \$50,200 for a final contract price of \$279,099. In reference to Bid# 19-39 for the restoration and reconstruction of the Woolsey Farmstead project Phase 1. It includes selective demolition and permanent stabilization. Also, a project contingency of \$15,000 is budgeted. Future phases will be contingent on council approved change orders, and council approved CIP funding.

**BACKGROUND:**

**In September 2014**, Council approved Resolution # 165-14, which included the 2015-2019 CIP funding for the Woolsey Homestead Historic Restoration Project. It was based on Recommendations in a Condition Assessment Report submitted to the city in Jan. 2014 as prepared by Ruby Architects Inc. The Report identified a 3-phase plan over the next 4 years for cleanup, temporary stabilization, master plan, and final stabilization of the Structure and Cemetery.

Staff has completed all possible items in the 2015 phase 1 as well as several items budgeted for 2017 phase 2. A Historical Structures Report as well as a Master Plan prepared by Allison Architects was developed with direct input from the Woolsey Farmstead Visionary Committee.

**June 9, 2016** per RFQ 16-01 Selection 5: The selection committee voted to use Allison Architects for the programing and phasing as well as Architectural Services for final stabilization of the structure to begin phase 3 of the initial report.

**July of 2016**, Council approve an Architectural Contract to include programing, phasing and budget plan, and completion of Construction Drawings for Final Stabilization of the Woolsey House Structure.

**May 27, 2019** per RFQ 19-01, The selection committee voted to use Revival Architecture for the above listed scope of projects. Aaron Ruby has been the Architect that has provide all service since the first planning in 2014. He now is the principal Architect of Revival Architecture. the selection committee wanted continuity for the project, and to remain working with Aaron.

**June 7, 2019,** Council approved a Architectural Services with a fixed fee contract with Revival Architecture in the amount of \$31,750.00 for permanent stabilization, interior finish and Cemetery restoration.

**DISCUSSION:**

This contract will enable the start of the restoration and reconstruction of the Farmstead house. This beginning phase will include the demolition and permanent stabilization. Future approved funding will allow the completion of the house, ada access and parking.

**BUDGET/STAFF IMPAC:**

2019 Demolition and Permanent Stabilization cost is 279,099. A \$15,000 contingency has been budgeted.

With council approval of future annual CIP budgets, additional \$504,000 will be available for the future phases.

**Attachments:**

Owner Contractor Agreement  
Change Order #1

# REVIVAL ARCHITECTURE

301 Main Street, Suite 203  
North Little Rock, AR 72114  
501.951.3316  
[www.revivalarch.com](http://www.revivalarch.com)

October 16, 2019

Mr. David Ellingson  
Ellingson Contracting  
108 E. University St.  
Siloam Springs, AR 72761

Re: A Restoration of the Historic Woolsey Farmstead  
Owner/Contractor Agreement

Dear Mr. Ellingson,

Please find enclosed three copies of the Owner/Contractor Agreement Form 00 50 00 between Ellingson Contracting and the City of Fayetteville. The Agreement has been completed in accordance with the bid documents for the above referenced project and reflects your bid amount minus all three deductive alternates totaling \$329,299.00. In addition, we have enclosed Change Order #1 which reflects a reduction in the contract amount totaling \$50,200.00. This reduction in Change Order #1 is to omit work scope including the handrails, porch beams & rafters, a backhoe rental with operator as well as a historic treatment specialist.

Please sign and forward all three copies to Wade Abernathy at the City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701. Please include with the signed contracts the required Performance & Payment Bonds, along with proof of required insurance. Once the contracts have been reviewed and approved by all parties, we will contact you regarding a preconstruction meeting.

If you have any questions at all, please call.

Cordially,

  
Aaron C. Ruby, AIA/LEED AP

## **DOCUMENT 00 50 00 – AGREEMENT**

### **BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: **A Reconstruction of the 1843 Woolsey Farmstead- REBID**

Contract No.: 19-49, Construction—Woolsey Farmstead Renovation

THIS AGREEMENT is dated as of the 16th day of October in the year 2019 by and between The City of Fayetteville, Arkansas and Ellingson Contracting (JBZ, Inc.) (hereinafter called Contractor).

### **ARTICLE 1 - WORK**

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

The careful selective demolition of later additions and stabilization of the original 1840's mortise and tenon frame, with substantial reconstruction of 1840's vernacular building.

Refer to Section 00 40 00-Bid Form for quantities.

### **ARTICLE 2 - ARCHITECT**

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

### **ARTICLE 3 - CONTRACT TIME**

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. This project involves a multi-year/ multi-phased project contingent upon future city council approved change orders for additional scope of work and city council approval of the annual CIP budgets.

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **360** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **360** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Hundred Fifty Dollars (\$250.00) 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 Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

**ARTICLE 4 - CONTRACT PRICE**

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

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

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

**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 aggregate of payments previously made and less such

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

- a. 90% 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.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with 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.



**DOCUMENT 00 50 00 – AGREEMENT (continued)**

**ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS**

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

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

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.
- 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

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
  - a. Notice to Proceed.
  - b. Contractor's Bid.
  - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

A Reconstruction of the 1843 Woolsey Farmstead
8. Addenda numbers 1 to 1, inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

**ARTICLE 8 - MISCELLANEOUS**

8.01 TERMS:

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

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

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 Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

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.

**DOCUMENT 00 50 00 – AGREEMENT (continued)**

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

This Agreement will be effective on October 16, 2019, which is the Effective Date of the Agreement.

CONTRACTOR JBZ, Inc.  
(dba Ellingson Contracting)

By: David R. Ellingson

Title: President

CITY OF FAYETTEVILLE \_\_\_\_\_  
\_\_\_\_\_

By: Mayor Lioneld Jordan

Title: Mayor, City of Fayetteville

(SEAL)

Attest  \_\_\_\_\_

Address for giving notices

108 E. University St.

Siloam Springs, AR 72761

License No. 0324340320

Agent for Service of process  
\_\_\_\_\_

(If Contractor is a corporation,  
attach evidence of authority to  
sign.)

(SEAL)

Attest \_\_\_\_\_

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to  
sign and resolution or other documents  
authorizing execution of Agreement)

Approved As to Form:

By: \_\_\_\_\_

Attorney For: \_\_\_\_\_

END OF DOCUMENT 00 50 00

**OCUMENT 00 40 00 –BID FORM**

Contract Name: A Reconstruction of the 1843 Woolsey Farmstead

Bid Number: 19-49, Construction—Woolsey Homestead Renovation

BID TO:

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

BID FROM:

Bidder: Ellingson Contracting (JBZ, Inc.)

108 E. University Street

Siloam Springs, AR 72761

David R. Ellingson, 479-215-6889

**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 00 40 00 –BID FORM (continued)**

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

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

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

<u>Number</u>	<u>Date</u>
#01	September 9th, 2019
_____	_____
_____	_____
_____	_____
_____	_____

- 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 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.
- E. 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.
- F. Bidder has given Design Professional written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Design Professional is acceptable to Bidder.



**DOCUMENT 00 40 00 –BID FORM (continued)**

- G. 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.
- H. 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.
- I. 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.
- J. Bidder has read “Arkansas Historic Site Law (A.C.A. §22-9-208 through §22-9-211)” and acknowledges paragraph 5.02.D in Section 00 20 00 Instructions to Bidders. Bidder understands that owner intends to choose the contractor based on factors other than cost, as outlined in 5.02.D in Section 00 20 00 Instructions to Bidders.
- K. Pursuant to 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 A.C.A. §25-1-503. If at any time during the contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

**DOCUMENT 00 40 00 –BID FORM (continued)**

**ARTICLE 4 - BID PRICE**

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

A. Unit Price Schedules. The Bid Form includes four separate and complete schedules, Schedule I (Labor), Schedule II (Materials), Schedule III (Multiplying Factor) and Schedule IV (Estimated Total Cost). The Contractor shall complete all four schedules. Failure to complete all parts of Schedules I, II, III & IV shall render the bid non-responsive.

**1. Unit Price Schedule I (Labor)**

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

See attached:

" Unit Price Schedule I "

**DOCUMENT 00 40 00 –BID FORM (continued)**

**2. Unit Price Schedule II (Materials)**

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

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Anticipated Quantity:  
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Unit Price of Material

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

Type of Material:  
Anticipated Quantity:  
Unit Price of Material

See attached:

" Unit Price Schedule II "

**DOCUMENT 00 40 00 –BID FORM (continued)**

3. Unit Price Schedule III (Multiplying Factor)

Schedule I (Labor) Multiplying Factor: 1.08 (8% mark-up)

Schedule II (Materials) Multiplying Factor: 1.08 (8% mark-up)

4. Unit Price Schedule IV (Estimated Total Cost)

Schedule I (Labor) subtotal \$561,065 x Multiplying Factor = \$605,951

Schedule II (Materials) subtotal \$193,112 x Multiplying Factor = \$208,561

Estimated Total Cost: **\$814,512**

**Eight Hundred Fourteen Thousand Five Hundred Twelve and 00/100 Dollars.**

**ARTICLE 5 - DEDUCTIVE ALTERNATES:**

5.01 DEDUCTIVE ALTERNATE NO. 1: REDUCE from the Estimated Total Cost from Article 4.4 above an amount of \$400,068 Dollars (Four Hundred Thousand Sixty-Eight and 00/100 Dollars).

5.02 DEDUCTIVE ALTERNATE NO. 2: REDUCE from the Estimated Total Cost from Article 4.4 above an amount of \$58,067 Dollars (Fifty-Eight Thousand Sixty-Seven and 00/100 Dollars).

5.03 DEDUCTIVE ALTERNATE NO. 3: REDUCE from the Estimated Total Cost from Article 4.4 above an amount of \$27,078 Dollars (Twenty-Seven Thousand Seventy-Eight and 00/100 Dollars).

**\*\*Contract Total less Deductive Alternates: \$329,299.00**

**ARTICLE 6 - CONTRACT TIMES**

6.01 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.

6.02 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 7 - BID CONTENT**

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

**DOCUMENT 00 40 00 –BID FORM (continued)**

- A. Required Bid security in the form of a bank cashier's check or a Bid Bond  
and in the amount of Five Percent of Bid  
 Dollars (\$ 5% of Bid ).
- B. A tabulation of Subcontractors and other persons and organizations required  
to be identified in this Bid.

**DOCUMENT 00 40 00 –BID FORM (continued)**

**COMMUNICATIONS**

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

Aaron Ruby, AIA

Revival Architecture, Inc.

301 Main St., Suite 203, North Little Rock, AR 72114

Phone No. 501-951-3316

**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.

SUBMITTED on October 9th, 20 19.

Arkansas State Contractor License No. 0324340320.

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.: \_\_\_\_\_

**DOCUMENT 00 40 00 –BID FORM (continued)**

**A Partnership**

Partnership Name: N/A (SEAL)

By: \_\_\_\_\_

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

Name (type or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: JBZ, Inc (dba Ellingson Contracting) (SEAL)

State of Incorporation: Arkansas

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

S Corp

By: 

(Signature – attach evidence of authority to sign)

Name (type or printed): David R. Ellingson

Title: President

(CORPORATE SEAL)

Attest: \_\_\_\_\_

(Signature of Corporate Secretary)

Business address: 108 E. University Street

Siloam Springs, AR 72761

Phone No.: 479-215-6889

FAX No.: N/A

END OF DOCUMENT 00 40 00

## UNIT PRICE SCHEDULE I

Division	Division Name	Labor Description	# Persons	Rate	UOM	QTY	Total
00 70 00	General Conditions	General Conditions		\$ 9,801.27	MO	11	\$ 107,814
00 70 00	General Conditions	Equipment Rental		\$ 22,000.00	LS	1	\$ 22,000
00 61 00	Bond	Bond		2.5%	Percent		\$ 18,182
00 61 00	Bond	Insurance		1.5%	Percent		\$ 8,727
02 41 19	Demolition	Carpenter, Master	1	\$ 68.00	HRS	520	\$ 35,360
02 41 19	Demolition	Carpenter, Journeyman	1	\$ 35.00	HRS	520	\$ 18,200
02 41 19	Demolition	Carpenter, Laborer	1	\$ 28.00	HRS	520	\$ 14,560
02 41 19	Demolition	Backhoe	1	\$ 138.00	HRS	60	\$ 8,280
02 41 19	Demolition	Forklift - Shooting Boom	1	\$ 138.00	HRS	40	\$ 5,520
03 30 00	Concrete	Carpenter, Master	1	\$ 68.00	HRS	160	\$ 10,880
03 30 00	Concrete	Carpenter, Laborer	3	\$ 28.00	HRS	480	\$ 13,440
03 30 00	Concrete	Backhoe	1	\$ 138.00	HRS	40	\$ 5,520
04 43 00	Masonry	Mason	2	\$ 60.93	HRS	820	\$ 49,963
04 43 00	Masonry	Mason, Laborer	2	\$ 44.13	HRS	460	\$ 20,300
05 52 00	Metals	Welder	1	\$ 75.60	HRS	40	\$ 3,024
06 10 00	Rough Carpentry	Carpenter, Master	1	\$ 68.00	HRS	320	\$ 21,760
06 10 00	Rough Carpentry	Carpenter, Journeyman	1	\$ 35.00	HRS	320	\$ 11,200
06 10 00	Rough Carpentry	Carpenter, Laborer	1	\$ 28.00	HRS	320	\$ 8,960
06 40 13	Finish Carpentry	Carpenter, Master	1	\$ 68.00	HRS	680	\$ 46,240
06 40 13	Finish Carpentry	Carpenter, Journeyman	1	\$ 35.00	HRS	600	\$ 21,000
06 40 13	Finish Carpentry	Carpenter, Laborer	1	\$ 28.00	HRS	600	\$ 16,800
07 32 00	Thermal & Moisture	Carpenter, Master	1	\$ 68.00	HRS	80	\$ 5,440
07 32 00	Thermal & Moisture	Carpenter, Journeyman	1	\$ 35.00	HRS	80	\$ 2,800
07 32 00	Thermal & Moisture	Carpenter, Laborer	1	\$ 28.00	HRS	80	\$ 2,240
07 90 00	Joint Protection	Carpenter, Journeyman	1	\$ 35.00	HRS	40	\$ 1,400
08 14 33	Doors	Carpenter, Master	1	\$ 68.00	HRS	200	\$ 13,600
08 14 33	Doors	Carpenter, Journeyman	1	\$ 35.00	HRS	40	\$ 1,400
08 14 33	Doors	Carpenter, Laborer	1	\$ 28.00	HRS	40	\$ 1,120
08 52 00	Windows	Carpenter, Master	1	\$ 68.00	HRS	240	\$ 16,320
08 52 00	Windows	Carpenter, Journeyman	1	\$ 35.00	HRS	40	\$ 1,400
08 52 00	Windows	Carpenter, Laborer	1	\$ 28.00	HRS	40	\$ 1,120
09 64 00	Flooring	Carpenter, Master	1	\$ 68.00	HRS	160	\$ 10,880
09 64 00	Flooring	Carpenter, Journeyman	1	\$ 35.00	HRS	160	\$ 5,600



**UNIT PRICE SCHEDULE I**

Division	Division Name	Labor Description	# Persons	Rate	UOM	QTY	Total
09 64 00	Flooring	Carpenter, Laborer	1	\$ 28.00	HRS	160	\$ 4,480
32 00 00	Sitework	Landscaper	2	\$ 75.60	HRS	80	\$ 6,048
32 00 00	Sitework	Welder	1	\$ 75.60	HRS	40	\$ 3,024
32 00 00	Sitework	Concrete Finisher	3	\$ 75.60	HRS	120	\$ 9,072
32 00 00	Sitework	Electrician	1	\$ 92.40	HRS	40	\$ 3,696
32 00 00	Sitework	Plumber	1	\$ 92.40	HRS	40	\$ 3,696
<b>Total Labor</b>							<b>\$ 561,065</b>

## UNIT PRICE SCHEDULE II

Division	Division Name	Item	Size	QTY	UOM	Unit Price	Total
01 21 00	Allowances	Signage		1	LS	\$ 2,500.00	\$ 2,500
01 21 00	Allowances	Door, Window & Shutter Hardware		1	LS	\$ 4,000.00	\$ 4,000
02 41 19	Demolition	30LB Felt		2,160	SF	\$ 0.17	\$ 362
02 41 19	Demolition	CMU Block		32	SF	\$ 2.40	\$ 77
02 41 19	Demolition	Marine Grade Treated Plywood		64	SF	\$ 2.84	\$ 182
02 41 19	Demolition	Concrete Footings		1	CY	\$ 143.70	\$ 129
02 41 19	Demolition	KD, S4S, Southern Pine, No 2, Treated	2x8	440	BF	\$ 0.78	\$ 342
03 30 00	Concrete	Concrete		9	CY	\$ 164.63	\$ 1,449
04 43 00	Masonry	Coursed Rubble Stone		30	TON	\$ 308.53	\$ 9,256
04 43 00	Masonry	Coursed Rubble Stone		9	TON	\$ 308.53	\$ 2,666
04 43 00	Masonry	Heartstone		18	SF	\$ 26.35	\$ 483
05 52 00	Metals	Handrail		25	LF	\$ 54.88	\$ 1,372
06 10 00	Rough Carpentry	River Recovered Select Heart Cypress; Rough Lumber	6x10	297	BF	\$ 36.07	\$ 10,712
06 10 00	Rough Carpentry	River Recovered Select Heart Cypress; Rough Lumber	4x8	502	BF	\$ 28.25	\$ 14,170
06 10 00	Rough Carpentry	Douglas Fir, #1 Grade	1x4	71	BF	\$ 9.45	\$ 672
06 10 00	Rough Carpentry	Douglas Fir, #1 Grade	2x6	524	BF	\$ 9.45	\$ 4,947
06 10 00	Rough Carpentry	Douglas Fir, #1 Grade	2x8	53	BF	\$ 9.45	\$ 499
06 10 00	Rough Carpentry	KD, S4S, Southern Pine, No 2	2x4	1,467	BF	\$ 0.66	\$ 966
06 10 00	Rough Carpentry	KD, S4S, Southern Pine, No 2	2x6	282	BF	\$ 0.66	\$ 185
06 10 00	Rough Carpentry	KD, S4S, Southern Pine, No 2, Treated	2x8	968	BF	\$ 0.78	\$ 753
06 10 00	Rough Carpentry	KD, S4S, Southern Pine, No 2, Treated	2x8	364	BF	\$ 0.78	\$ 283
06 10 00	Rough Carpentry	KD, S4S, Southern Pine, No 2, Treated	6x6	634	BF	\$ 2.75	\$ 1,745
06 10 00	Rough Carpentry	Plywood Sheathing, C-D, Exterior Grade	1/2"	1,478	SF	\$ 0.78	\$ 1,155
06 10 00	Rough Carpentry	Plywood Sheathing, 3/4" Advantech	3/4"	656.7	SF	\$ 1.32	\$ 868
06 10 00	Rough Carpentry	Fasteners & Hangers		1	LS	\$ 1,000.00	\$ 1,000
06 40 13	Finish Carpentry	River Recovered Heart Cypress Vertical Clear; Rough Lumber	4/4 x 7"	1,467	SF	\$ 17.58	\$ 25,796
06 40 13	Finish Carpentry	River Recovered Heart Cypress Vertical Clear; Rough Lumber	4x4	107	BF	\$ 29.94	\$ 3,194
06 40 13	Finish Carpentry	River Recovered Heart Cypress Vertical Clear; Rough Lumber	4/4 x 3"	48	BF	\$ 14.72	\$ 712
06 40 13	Finish Carpentry	River Recovered Heart Cypress Vertical Clear; Rough Lumber	4/4 x 4"	96	BF	\$ 25.31	\$ 2,440
06 40 13	Finish Carpentry	River Recovered Heart Cypress Vertical Clear; Rough Lumber	4/4 x 8"	159	BF	\$ 37.54	\$ 5,974
06 40 13	Finish Carpentry	River Recovered Heart Cypress Vertical Clear; Rough Lumber	4/4 x 14"	144	BF	\$ 31.60	\$ 4,542
06 40 13	Finish Carpentry	Old Florida Heart Pine	4/4 x 4"	34	BF	\$ 25.31	\$ 872

## UNIT PRICE SCHEDULE II

Division	Division Name	Item	Size	QTY	UOM	Unit Price	Total
06 40 13	Finish Carpentry	Old Florida Heart Pine	4x4 x 12"	220	SF	\$ 25.43	\$ 5,596
06 40 13	Finish Carpentry	Old Florida Heart Pine	4/4 x 4"	56	BF	\$ 25.31	\$ 1,429
06 40 13	Finish Carpentry	Old Florida Heart Pine	4/4 x 4"	50	BF	\$ 25.31	\$ 1,262
06 40 13	Finish Carpentry	Old Florida Heart Pine	4/4 x 4"	6	BF	\$ 27.07	\$ 159
06 40 13	Finish Carpentry	Old Florida Heart Pine	4/4 x 8"	23	BF	\$ 24.75	\$ 581
06 40 13	Finish Carpentry	Old Florida Heart Pine	4/4 x 10"	15	BF	\$ 40.55	\$ 595
06 40 13	Finish Carpentry	Old Florida Heart Pine	5/4 x 4"	6	BF	\$ 28.42	\$ 156
06 40 13	Finish Carpentry	Old Florida Heart Pine	5/4 x 10"	18	BF	\$ 48.39	\$ 887
06 40 13	Finish Carpentry	Old Florida Heart Pine	5/4 x 12"	22	BF	\$ 48.35	\$ 1,064
06 40 13	Finish Carpentry	Old Florida Heart Pine	5/4 x 14"	26	BF	\$ 36.78	\$ 944
06 40 13	Finish Carpentry	Old Florida Heart Pine	6/4 x 4"	9	BF	\$ 35.50	\$ 312
06 40 13	Finish Carpentry	Old Florida Heart Pine	6/4 x 6"	10	BF	\$ 47.92	\$ 474
06 40 13	Finish Carpentry	Old Florida Heart Pine	2x3	9	BF	\$ 36.89	\$ 325
07 32 00	Thermal & Moisture	No 1 Blue Label Grade Western Red Cedar Shingles		11	SQ	\$ 479.00	\$ 5,173
07 32 00	Thermal & Moisture	No 1 Blue Label Grade Western Red Cedar Shingles		3	SQ	\$ 479.00	\$ 1,449
07 32 00	Thermal & Moisture	Rainscreen Mesh		1,478	SF	\$ 0.90	\$ 1,328
07 32 00	Thermal & Moisture	Weather Resistive Barrier - Tyvek		1,478	SF	\$ 0.16	\$ 229
07 32 00	Thermal & Moisture	Flashing		440	SF	\$ 1.20	\$ 527
07 90 00	Joint Protection	Caulking		550	LF	\$ 1.20	\$ 659
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	4/4 x 6"	10	BF	\$ 40.77	\$ 426
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	5/4 x 4"	5	BF	\$ 28.42	\$ 130
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	6/4 x 6"	21	BF	\$ 47.92	\$ 1,028
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	6/4 x 12"	190	BF	\$ 41.26	\$ 7,828
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	6/4 x 14"	8	BF	\$ 41.23	\$ 317
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	2x6	30	BF	\$ 54.30	\$ 1,613
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	2x8	141	BF	\$ 37.76	\$ 5,316
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	2x10	44	BF	\$ 54.19	\$ 2,385
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	3x8	26	BF	\$ 35.10	\$ 927
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	3x8	106	BF	\$ 50.59	\$ 5,342
08 14 33	Wood Doors, Frames & Shutters	River Recovered Vertical Heart Pine Clear	3x10	33	BF	\$ 58.02	\$ 1,915
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	4/4 x 4"	6	BF	\$ 27.07	\$ 159
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	5/4 x 4"	18	BF	\$ 28.42	\$ 521
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	6/4 x 4"	9	BF	\$ 35.50	\$ 312

## UNIT PRICE SCHEDULE II

Division	Division Name	Item	Size	QTY	UOM	Unit Price	Total
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	6/4 x 6"	50	BF	\$ 47.92	\$ 2,372
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	2x8	23	BF	\$ 37.76	\$ 886
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	2x8	70	BF	\$ 37.76	\$ 2,658
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	3x10	44	BF	\$ 58.02	\$ 2,553
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	5/4 x 4"	6	BF	\$ 28.42	\$ 156
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	6/4 x 4"	7	BF	\$ 35.50	\$ 234
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	6/4 x 6"	10	BF	\$ 47.92	\$ 474
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	2x8	26	BF	\$ 37.76	\$ 997
08 52 00	Wood Windows	River Recovered Vertical Heart Pine Clear	3x8	17	BF	\$ 50.56	\$ 834
08 52 00	Windows	1/8" Clear Glass & Glazing	1/8"	66	SF	\$ 5.99	\$ 395
09 64 00	Flooring	Old Florida Heart Pine; Milled Flooring	3-1/4"	139	SF	\$ 7.65	\$ 1,061
09 64 00	Flooring	Old Florida Heart Pine; Milled Flooring	5-1/4"	222	SF	\$ 9.09	\$ 2,020
09 64 00	Flooring	Old Florida Heart Pine; Milled Flooring	7"	296	SF	\$ 12.25	\$ 3,625
09 64 00	Flooring	River Recovered Heart Pine Vertical Clear; Milled Flooring	3-1/4"	77	SF	\$ 31.31	\$ 2,423
09 64 00	Flooring	River Recovered Heart Pine Vertical Clear; Milled Flooring	5-1/4"	125	SF	\$ 66.63	\$ 8,330
10 44 16	Specialties	Fire Extinguishers		1	EA	\$ 179.63	\$ 180
32 00 00	Sitework	Gravel Base		840	SF	\$ 4.19	\$ 3,521
32 00 00	Sitework	Handrail		25	LF	\$ 59.88	\$ 1,497
32 00 00	Sitework	Concrete, Base, Reinforement		10	CY	\$ 179.63	\$ 1,738
32 00 00	Sitework	Striping		1	LS	\$ 598.75	\$ 599
32 00 00	Sitework	Concrete Bumpers		2	EA	\$ 143.70	\$ 287
32 00 00	Sitework	ADA Sign		2	EA	\$ 299.38	\$ 599
<b>Total Material</b>							<b>\$ 193,112</b>

**DOCUMENT 00 30 00 – BIDDER'S QUALIFICATION STATEMENT:**

Contract Name: A Reconstruction of the 1843 Woolsey Farmstead- REBID

Date: September 9, 2019

Bid Number: 19-49, Construction-- Woolsey Homestead Renovation

**SUBMITTED TO:**

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

**SUBMITTED BY:**

Company Ellingson Contracting (JBZ, Inc.)

Name David R. Ellingson

Address 108 E. University Street, Siloam Springs, AR 72761

Principal Office Siloam Springs, AR

Corporation, partnership, individual, joint  
venture, other Corporation (S-Corp)

Arkansas State General Contractor's License Number 0324340320

Tax ID Number 27-3428929

DUNS/ Cage Code 05199811 / 7QRH1

**NARRATIVE STATEMENT**

Provide a written narrative of the methods and techniques proposed for this project. Bidders are encouraged to use this statement as an opportunity to show reviewers why they believe they are best suited for this project by demonstrating, through written form, an understanding of the challenges inherent in this project and how the bidder intends to be key partner in completing a successful project.

**EXPERIENCE STATEMENT**

1. Bidder has been engaged as a General Contractor in construction for 13 years and has performed work of the nature and magnitude of this Contract for 13 years.  
Bidder has been in business under its present name for 6 years.

**DOCUMENT 00 30 00 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)**

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)
4. Attach resumes of key supervisory personnel who will be directly involved in the execution of this project. Indicate if they were directly involved on the projects listed above. If not, be sure that their resumes include experience on similar projects.
5. Has Bidder ever failed to complete any project? If so, state when, where, and why.
6. Bidder normally performs the following work with his own forces:  
Concrete, Wood Framing, Wood Trim, Site Improvments, Roofing  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Construction experience of key individuals in the organization is as follows  
(continued on attached sheets if needed):  
David R. Ellingson - 13 years of construction experience. Manager.  
Lloyd Reimer - 38 years of construction experience. Master Carpenter.  
Chris Hobby - 26 years of construction experience. Estimator/Manager.  
Dean Decandia - 12 years of construction experience. Carpenter.

**DOCUMENT 00 30 00 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)**

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:

Ohio Casualty Insurance Company

175 Berkley Street, Boston, MA 02116

Local Power of Attorney: Bryan Clinkscales - 479-751-9272

Boone-Ritter Insurance, 3906 B. Kelley Ave, Springdale, AR 72762

9. Bidder’s Workmen’s Compensation Experience Modifier Factor is: .85.

**FINANCIAL STATEMENT**

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
  - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
  - b. Net fixed assets.
  - c. Other assets.
  - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
  - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
  - f. Name of firm preparing financial statement and date thereof:

**DOCUMENT 00 30 00 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)**

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

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

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

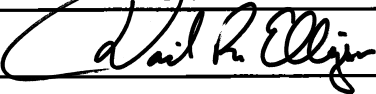
Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: October 9th, 2019

(OFFICIAL SEAL)

Name of Organization:

Ellingson Contracting (JBZ, Inc.)

By  David R. Ellingson

Title President

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

END OF DOCUMENT 00 30 00



## **Additional Information Attached to Bidder Qualification Statement**

### **City of Fayetteville, Bid Number 19-23**

#### **Ellingson Contracting**

##### **NARRATIVE STATEMENT**

Ellingson Contracting is proud to present our bid proposal for the Woolsey Homestead Renovation. Our personnel and subcontractors have years of combined historic restoration experience, and we would be excited to partner with the City of Fayetteville in preserving the history of the Woolsey Homestead.

We have dedicated many man-hours to visiting the site, analyzing the renovation drawings and specific restoration needs, contacting suppliers and vendors, and completing a detailed quantity take-off of our labor, material, and equipment to successfully complete this project. We believe that by taking ample time to understand the project it has allowed us to gain a thorough understanding of the restoration and site needs.

We have identified 3 critical aspects of the project that we think must be considered and accomplished in order to have a successful project outcome.

##### ***Construction Quality Control / Methods Control***

We recognize the delicate nature of the historic fabric of the Woolsey Homestead, and our approach to this restoration is to only incorporate individuals and subcontractors into our proposal that we deem are highly-qualified in historic restoration projects. We feel it is essential that one talented construction manager be intimately familiar with the project details, scheduling, and quality control – and that this individual should be present on-site from the beginning of the project until its final completion. This consistency in personnel will ensure consistent execution of the work. Therefore, we are proposing our lead Superintendent and Master Carpenter, Lloyd Reimer to fill this position. Lloyd is seasoned veteran Superintendent for Ellingson Contracting that also has decades of custom woodworking experience and knowledge. Lloyd is the ideal candidate to be a working Superintendent on-site. Additionally, you will notice in our List of Subcontractors, that Ellingson Contracting is performing nearly 80% of this work with self-perform labor. By self-performing a large portion of this project, it will allow us to maintain the highest level of quality control.

##### ***Documentation / Verification Process***

The document and verification process by Ellingson Contracting personnel and other third-party consultants will be essential to this project. In order to hold successful meetings on-site, process on-site reports, and hold conference calls as needed, Ellingson Contracting will be providing a fully functional job trailer with work

stations and high-speed internet to allow our personnel, third-party consultants, designers, and City Officials a productive area to work and collaborate.

### *Project Specific Challenges*

The following items are the top 4 project-specific challenges that we believe we will face on this project.

- 1) **Raising the Building Elevation.** We believe the single-most challenging aspect of this project will be raising the existing building to its new proposed elevation. We will accomplish this by selective exposure of the existing foundation system, a series of temporary shoring beams and dunnage, and incremental house-lifting jacks.
- 2) **Removal of Structures to be Salvaged.** The removal and relocation of the existing bay window addition will also be technically challenging. We have a plan of temporary shoring and lifting method that will avoid damage to the structure.
- 3) **Porch Elements.** The porch elements will be the centerpiece for welcoming visitors as they come to the property, and these areas must have a very high level of detail given to creating a product that is period-authentic. We anticipate this work being labor intensive and time-consuming.
- 4) **Site Improvements / Constraints.** We are aware of the ADA path requirements, existing trees and tree canopy locations, and the existence of other historic buildings on the property. We will provide protective flagging barriers and a site-orientation to those that are working on the project to ensure the other existing features of the property are kept in their current state.

With the bid opening for this project being in October, we realize that weather and soggy site conditions over the winter months will need to be carefully monitored and managed. We will ensure that the historic site is not damaged by vehicle or equipment traffic. We have also planned to take steps with temporary tarping and weather protection to keep excessive moisture (rain/snow) out of the historic structure.

The masonry contractor who we have listed is very familiar with historic restoration projects. He worked with Mid-Continental Restoration before starting his own company.

The reclaimed wood product that we have included in our bid are from the specified supplier, and meet the requirements of this project.

We appreciate your consideration for this historic renovation project, and would be glad to talk through the details of the project in further detail, if needed.

-David R. Ellingson

President, Ellingson Contracting

## **EXPERIENCE STATEMENT**

1. See Bid Qualification Document for Information

2. Current Bonded Project

**Project Name:** Fayetteville Army National Guard Restroom Renovation

**Owner:** Military Department of Arkansas

**Name of Owner Contact:** Michael Crowson

**Engineer / Architect:** Jeffery Todd Singleton / Stuck Associates, PLLC

**Name of Engineer / Architect Contact:** Jeffery Todd Singleton / Paul Hoelscher

**Amount of Contract:** Original Bid \$267,000 / Final Contract \$276,607.61

**Date of Completion:** Substantial Completion: March 8<sup>th</sup>, 2019 (only waiting on retainage payment)

**Percent Complete with Bidders Own Forces:** Approximately 45%

3. List minimum of 3 projects consisting of similar work.

### **Walker-Stone House Renovation**

**Location:** 207 W. Center Street, Fayetteville, AR 72701

**Building Age:** Built circa 1847

**Project Name:** Renovations to the Historic Walker Stone House

**Owner:** Fayetteville Advertising and Promotion Commission

**Name of Owner Contact:** Molly Rawn / Joshua Cheshier

**Engineer / Architect:** MPE Consulting Engineers / Revival Architecture

**Name of Engineer / Architect Contact:** Douglas F. Brown / Aaron Ruby

**Amount of Contract:** Original Bid \$153,912.00 / Final Contract \$157,775.60

**Date of Completion: December 4<sup>th</sup>, 2018**

**Percent Complete with Bidders Own Forces: Approximately 40%**

**Brief Narrative:** Ellingson Contracting performed renovations and upgrades to the Historic Walker-Stone House under a contract with Experience Fayetteville. The project focused on incorporating accessibility and safety upgrades, while being mindful of the nature of the historic structure. Additionally, period-style improvements were made to handrails, guardrails, and steps on the property. An original set of wood doors was also installed into an opening after selective demolition of a non-historic wall was removed.

**Sulphur Springs Old School Complex Historic District (Current City Hall)**

**Location:** 512 S. Black Ave, Sulphur Springs, AR 72768

**Building Age:** Built circa 1941

**Project Name:** Sulphur Springs Window Renovations and Door Repair

**Owner:** City of Sulphur Springs

**Name of Owner Contact:** Shane Weber

**Engineer / Architect:** NA / deMx architecture

**Name of Engineer / Architect Contact:** NA / Tim Maddox & Julie Chambers

**Amount of Contract:** Original Bid \$45,411.00 / Final Contract \$44,846.00

**Date of Completion:** May 1<sup>st</sup>, 2018

**Percent Complete with Bidders Own Forces: Approximately 85%**

**Brief Narrative:** Ellingson Contracting contracted with the City of Sulphur Springs to perform exterior renovations on their current City Administration Building. We restored, rebuilt (and glazed where needed) 20 exterior divided lite wood windows on the west face of the brick building. We also teamed up with CKC Cabinets to rebuilt two custom sets of mortise and tendon full divided-lite double-doors on the west side of the building.

**Ellis Building**

**Location:** 208 N. Block Ave, Fayetteville.

**Building Age:** Built circa 1923

**Project Name: Ellis Building – Front Historic Door w/ Transom**

**Owner: Quantum Properties**

**Name of Owner Contact: Terry & Renee Hunt**

**Engineer / Architect: NA / deMx architecture**

**Name of Engineer / Architect Contact: NA / Julie Chambers**

**Amount of Contract: \$16,035**

**Date of Completion: December 18<sup>th</sup>, 2018**

**Percent Complete with Bidders Own Forces: Approximately 90%**

**Brief Narrative: Ellingson Contracting has hired to carefully remove an existing stucco and wood-framed in-fill that had been placed over an existing exterior opening, and then rebuild a custom transom and custom set of operational divided-lite doors. This transom and set of doors mimicked the original doors from historic photos. Ellingson Contracting self-performed the majority of the project, except the portion where CKC Cabinets assembled the custom mortise and tendon door leaves. After completing our work, the property was able to be placed on the historic register.**

**Critical Project Experience with Prior Employer:**

**Old Main Historic Renovations**

**Location: 459 Campus Drive, Fayetteville, AR 72701**

**Building Age: Built circa 1875**

**Project Date: 2005**

**Owner: University of Arkansas**

**Name of Owner Contact: James Milner**

**Engineer / Architect: NA / SCM Architects**

**Name of Engineer / Architect Contact: NA / John Connell**

**David Ellingson worked as the Project Engineer with Kinco Constructors, LLC for the renovations of the Historic Old Main Building on the Campus of the University of Arkansas in Fayetteville, AR. The Old Main restoration was an intensive multi-year renovation project that involved completely tuck-pointing each masonry joint on all faces of the building with period appropriate lime based mortar, replacing elevated**

wood trim cornice, roofing replacement, and repairs to the north and south bell/clock towers. An addition made to the building during the renovations was incorporating an operational gear-driven clock in the South Tower. The work performed during this project was governed by strict restoration guidelines, including: incorporating period-typical materials, distinct quality control methods, and the need for diligent on-site supervision. David Ellingson was involved in aspects of estimating, material ordering, and quality control on-site. Reclaimed long-leaf pine material was sourced for this project.

4. See attached resumes of key personnel of Ellingson Contracting employees who will be directly involved in the execution of project.

- David Ellingson was directly involved in all the projects listed above.

- Lloyd Reimer was directly involved in the Walker-Stone, Sulphur Springs, and Ellis Projects listed above.

Additional Support Employees on project:

- Chris Hobby, Estimator

5. No. Ellingson Contracting has not ever failed to complete a project, nor have any judgments ever been placed against Ellingson Contracting on a project.

6. See Bid Qualification Document for Information

7. See Bid Qualification Document for Information

# DAVID ELLINGSON

## EXECUTIVE MANAGER

### Experience

Ellingson Contracting | Owner / President | 2013 - Present  
Kinco Constructors | Senior Project Manager | 2006 -2013

### Education

B.A. Construction Management | John Brown University | May 2006

### Professional Registration

Certified Professional Constructor | American Institute of Constructors  
CPESC (Certified Professional in Erosion and Sedimentation Control)  
LEED-AP



### Relevant Experience and Qualifications

I became familiar with historic restorations very early in my career by being involved as the Project Engineer on the renovation of the Old Main Building on the University of Arkansas Fayetteville Campus. Over my career, I have directly managed \$90M in commercial construction projects, of which \$23M were LEED commercial construction certified projects. This helped me to be very familiar with waste diversion and re-using resources on my projects that required extensive work to provide a high-quality end product.

### Case Studies

#### Project Engineer | Project Management

Old Main Restoration. Building Age: Built circa 1875

I worked as the Project Engineer with Kinco Constructors, LLC for the renovations of the Historic Old Main Building on the Campus of the University of Arkansas in Fayetteville, AR. The Old Main restoration was an intensive multi-year renovation project that involved completely tuck-pointing each masonry joint on all faces of the building with period appropriate lime-based mortar, replacing elevated wood trim cornice, roofing replacement, and repairs to the north and south bell/clock towers. The work performed during this project was governed by strict restoration guidelines, including: incorporating period-typical materials, distinct quality control methods, and the need for diligent on-site supervision. I was involved in aspects of estimating, material ordering, and quality control on-site. Reclaimed long-leaf pine material was sourced and used for this project.

Old Main  
Fayetteville, AR

#### Project Executive | Project Management

The Walker-Stone House. Building Age: Built circa 1847

Ellingson Contracting performed renovations and upgrades to the Historic Walker-Stone House under a contract with Experience Fayetteville. The project focused on incorporating accessibility and safety upgrades, while being mindful of the nature of the historic structure. Additionally, period-style improvements were made to handrails, guardrails, and steps on the property. An original set of wood doors was also installed into an opening after selective demolition of a non-historic wall was removed.

Walker-Stone  
Fayetteville, AR

# LLOYD REIMER

SUPERINTENDENT – MASTER CARPENTER

## Experience

Ellingson Contracting | Superintendent | September 2015 - Present

Reimer Construction | Owner | 1980 – 2015

## Education

Grace Bible College | Omaha Nebraska

## Professional Registration

OSHA 10 Certified | December 2017



## Relevant Experience and Qualifications

I have extensive residential and commercial construction experience from co-owning a construction company with my brother for over 35 years in Kansas. I have worked on 3 historic building restoration projects while employed at Ellingson Contracting. Each restoration project has unique challenges to work through.

## Case Studies

Superintendent | Site Management

The Walker-Stone House. Building Age: Built circa 1847

Ellingson Contracting performed renovations and upgrades to the Historic Walker-Stone House under a contract with Experience Fayetteville. The project focused on incorporating accessibility and safety upgrades, while being mindful of the nature of the historic structure. Additionally, period-style improvements were made to handrails, guardrails, and steps on the property. An original set of wood doors was also installed into an opening after selective demolition of a non-historic wall was removed.

Walker-Stone  
Fayetteville, AR

Superintendent | Custom Doors & Windows

Sulphur Springs/ Admin Building. Building Age: Built circa 1941

Ellingson Contracting contracted with the City of Sulphur Springs to perform exterior renovations on their current City Administration Building. We restored, rebuilt (and glazed where needed) 20 exterior divided lite wood windows on the west face of the brick building. We also teamed up with CKC Cabinets to rebuild two custom sets of mortise and tendon full divided-lite double-doors on the west side of the building.

Admin Building  
Sulphur Springs, AR

Superintendent | Custom Doors and Transom

Ellis Building. Building Age: Built circa 1923

Ellingson Contracting has hired to carefully remove an existing stucco and wood-framed in-fill that had been placed over an existing exterior opening, and then rebuild a custom transom and custom set of operational divided-lite doors. This transom and set of doors mimicked the original doors from historic photos. Ellingson Contracting self-performed the majority of the project, except the portion where CKC Cabinets assembled the custom mortise and tendon door leaves. After completing our work, the property was able to get placed on the historic register.

Ellis Building  
Fayetteville, AR



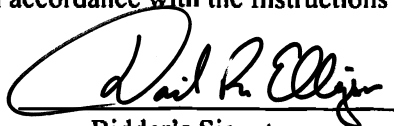
## **DOCUMENT 00 43 00 – LIST OF SUBCONTRACTORS**

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for A Reconstruction of the 1843 Woolsey Farmstead.

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

<b><u>Subcontractor's Work</u></b>	<b><u>Subcontractor's Name and Address</u></b>	<b><u>Expected Percentage or Value</u></b>
Sitework	Self Perform - Ellingson Contracting	7%
Concrete	Self Perform - Ellingson Contracting	4%
Rough Carpentry (Framing)	Self Perform - Ellingson Contracting	9%
Finish Carpentry (Trim)	Self Perform - Ellingson Contracting	16%
Roofing	Self Perform - Ellingson Contracting	7%
Electrician	Hill Electric 235 W. Main St, Suite 1, Farmington, AR 72730	<1%
Mason (designate)	Strong Masonry Constructors, LLC 301 Caroline Drive, Frontenac, KS 66763	11%
Window & Door Fabricator	CKC Cabinets, LLC & Self-Perform 22540 Westwood Drive, Siloam Springs, AR 72761	9%
Lumber Supplier	Goodwin Company 106 SW 109th Place, Micanopy, FL 32667	30%
Stone Supplier	Antique Block & Brick - 1609 E. 9th St. Little Rock, AR 72202 Schwartz Stone Company - 18 Eds Ln, Scranton, AR 72863	6%

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

  
Bidder's Signature

**END OF DOCUMENT 00 43 00**

# REVIVAL ARCHITECTURE

301 Main Street, Suite 203  
North Little Rock, AR 72114  
501.951.3316  
[www.revivalarch.com](http://www.revivalarch.com)

## CHANGE ORDER

**PROJECT:**

A Restoration of the Historic  
Woolsey Farmstead

**CHANGE ORDER NO: 1****DATE OF ISSUANCE:** October 16, 2019**OWNER:**

City of Fayetteville  
113 W. Mountain St.  
Fayetteville, AR 72701

**CONTRACT DATE:** October 16, 2019**FROM ARCHITECT:**

Revival Architecture, Inc.  
301 Main St. Suite 203  
N. Little Rock, AR 72114

**TO CONTRACTOR:**

Ellingson Contracting  
108 E. University St.  
Siloam Springs, AR 72761

**This Change Order is not valid until signed by the Architect, Contractor & Owner**

**DESCRIPTION:** *The Contract is changed as follows:*

1. *Provide a credit as follows: Omit the handrail, porch beams & rafters. Omit a backhoe rental and operator for grading. Omit the historic treatment specialist.*

The original Contract Sum was	\$ 329,299.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 329,299.00
The Contract Sum will be <del>increased</del> / <del>Decreased</del> by this Change Order in the amount of	\$ <del>\$50,200.00</del>
<b>The new Contract Sum including this Change Order will be</b>	<b>\$ 279,099.00</b>

The Contract Time will be ~~increased~~ / ~~Decreased~~ / Unchanged by 0 days.

The date of Substantial Completion as of the date of this Change Order therefore is: 360 days from the Written Notice to Proceed (yet to be determined).

**ATTACHMENTS:**

Revival Architecture, Inc.  
ARCHITECT (firm name)

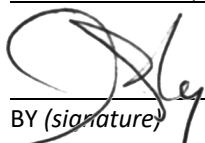
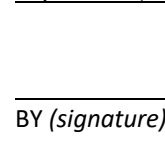
Ellingson Contracting  
CONTRACTOR (firm name)

City of Fayetteville  
OWNER (firm name)

301 Main St, Suite 203  
North Little Rock, AR 72114

PO Box 7202  
Siloam Springs, AR 72761

113 West Mountain St.  
Fayetteville, AR 72701

  
BY (signature)  
BY (signature)  
BY (signature)

Aaron C. Ruby, AIA, Owner

Mr. David Ellingson, Owner

Hon. Lionel Jordan, Mayor



## Woolsey Renovation Rebid, Bid 19-49

### Value Engineering and Cost Reallocation

10/17/2019

**Purpose:** The purpose of this document is to provide Value Engineering and Cost Reallocation options for the City of Fayetteville. Post bid descope discovered costs that had not been deducted per Alternate #1. These items can be added into the Alternate #1 total. In addition, specification section 01 35 91 paragraph 3.6.A requires that demolition work be performed by a Historic Treatment Specialist. We are proposing this work be performed by Ellingson Contracting for a cost reduction.

### Value Engineering and Cost Reallocation Summary

Bid Revisions	Amount	Comments
Base Bid	\$ 814,512.00	Original total of Labor and Material with Multiplying Factor
Deductive Alternate #1	\$ 400,068.00	Original Deduct
Deductive Alternate #2	\$ 58,067.00	Original Deduct
Deductive Alternate #3	\$ 27,078.00	Original Deduct
Additions to Deductive Alternate #1	\$ 36,520.00	Cost transfers to Deductive Alternate #1 for future work
VE - Remove Historic Treatment Specialist	\$ 13,680.00	Cost reduction to OMIT Section 01 35 91 Paragraph 3.6.A in its entirety
<b>Contract Value with Revisions</b>	<b>\$ 279,099.00</b>	

### Value Engineering and Cost Reallocation Details

Scope of Work	Amount	Comments
Handrail Materials at Loft	\$ 1,482.00	Additional scope added to Deductive Alternate #1
Handrail Labor at Loft	\$ 3,266.00	Additional scope added to Deductive Alternate #1
Porch Rafter Materials	\$ 11,569.00	Additional scope added to Deductive Alternate #1
Porch Beam Materials	\$ 15,303.00	Additional scope added to Deductive Alternate #1
Backhoe rental and operator for grading	\$ 4,900.00	Additional scope added to Deductive Alternate #1
Historic Treatment Specialist	\$ 13,680.00	Scope to be removed and performed by Ellingson Contracting
<b>Total</b>	<b>\$ 50,200.00</b>	