

City of Fayetteville Staff Review Form

2020-0416

Legistar File ID

6/2/2020

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

Tim Nyander

5/14/2020

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #20-30 and approving a construction contract with Midland Industrial Services, LLC in the amount of \$1,036,491.85 for construction of critical electrical upgrades at the Noland Water Resource Recovery Facility (WRRF).

Budget Impact:

5400.730.5800-5400.00

Water and Sewer

Account Number

Fund

02032.1

WWTP Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,207,504.00

Funds Obligated \$ 1,067,314.69

Current Balance \$ 2,140,189.31

Does item have a cost? Yes

Item Cost \$ 1,036,491.85

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 1,103,697.46

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF JUNE 2, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff
Tim Nyander, Utilities Director

FROM: Corey Granderson, Utilities Engineer

DATE: May 13, 2020

SUBJECT: **Bid #20-30, Midland Industrial Services, LLC – Construction Contract for Noland WRRF Electrical Installation**

RECOMMENDATION:

Staff recommends awarding Bid #20-30 and approving a construction contract with Midland Industrial Services, LLC in the amount of \$1,036,491.85 for construction of critical electrical upgrades at the Noland Water Resource Recovery Facility (WRRF).

BACKGROUND:

On April 22, 2020 the City of Fayetteville accepted sealed competitive bids for the Noland WRRF Electrical Installation project. Midland Industrial Services, LLC submitted the lowest bid. All bids are shown here:

Axis Electric, LLC	\$1,719,300.00
Fleming Electric, Inc.	\$1,431,000.00
<u>Midland Industrial Services, LLC</u>	<u>\$1,036,491.85</u>
Multi Craft	\$2,217,278.50
Oil Capital Electric	\$2,008,704.00

DISCUSSION:

The electrical systems and components at the Noland WRRF are aging, do not meet modern safety codes, and need frequent repair. A comprehensive design of necessary upgrades was completed by Allgeier, Martin and Associates, Inc. and the project will be constructed in two phases. This phase includes the higher-voltage components.

BUDGET/STAFF IMPACT:

Funds were budgeted and are available for this project in the WWTP Building Improvements account within the Water and Sewer fund.

Attachments:

Recommendation of Award from Allgeier-Martin
Certified Bid Tab, Bid #20-30
Agreement



ALLGEIER, MARTIN and ASSOCIATES, INC.
———— Consulting Engineers ————

May 6, 2020

Mr. Cory Granderson, P.E.
City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

Re: Fayetteville
2020 Noland WWTP Electrical Upgrade Contract

Dear Mr. Granderson:

Enclosed is a copy of the bid tabulation and our recommendation for the 2020 Noland WWTP Electrical Upgrade contract.

We recommend Midland Industrial Service, LLC with a bid of \$1,036,491.85.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Brent Corwin

A. Brent Corwin, P.E.
Electrical Project Manager

ABC/db

Enclosures
cc Tim Nyander



Bid 20-30, Construction - Noland WWTP Electrical Install

							Axis Electric, LLC		Fleming Electric, Inc.		Midland Industrial Services, LLC		Multi Craft		Oil Capital Electric	
							\$ 1,719,300.0		\$ 1,431,000.0		\$ 1,036,491.85		\$ 2,217,278.5		\$ 2,008,704.0	
							0		0		27		0		0	
							\$ 0		\$ 0		\$ 1,036,491.85		\$ 0		\$ 0	
#	Locked	Items	Selected	Lowest	QuantityRequired	UnitofMeasure	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
1	Lump Sum Bid Schedule (8)															
#1-1	FALSE	Backup Generators - this includes fuel, maintenance, rental and all operating costs to operate	\$ 53,724.0	\$ 53,724.0	1	LS	\$ 255,200.0	\$ 255,200.0	\$ 279,500.0	\$ 279,500.0	\$ 53,724.0	\$ 53,724.0	\$ 954,860.0	\$ 954,860.0	\$ 717,500.0	\$ 717,500.0
#1-2	FALSE	All remaining 15kV equipment, cables and ansillary material to make a complete and functional system	\$ 15,072.0	\$ 15,072.0	1	LS	\$ 239,340.2	\$ 239,340.2	\$ 157,508.75	\$ 157,508.75	\$ 15,072.0	\$ 15,072.0	\$ 95,500.0	\$ 95,500.0	\$ 150,300.0	\$ 150,300.0
#1-3	FALSE	The Labor & Material to completely install the Pre-Engineered Metal Building at the Aeration Basin Bldg.	\$ 10,372.0	\$ 10,372.0	1	LS	\$ 46,200.0	\$ 46,200.0	\$ 24,000.0	\$ 24,000.0	\$ 10,372.0	\$ 10,372.0	\$ 11,270.0	\$ 11,270.0	\$ 19,600.0	\$ 19,600.0
#1-4	FALSE	The Material only cost for all of the 480-volt switchgear, motor control centers and distribution panels. This does not include any cables or connectors.	\$ 324,860.0	\$ 268,700.0	1	LS	\$ 282,375.5	\$ 282,375.5	\$ 268,700.0	\$ 268,700.0	\$ 324,860.0	\$ 324,860.0	\$ 310,000.0	\$ 310,000.0	\$ 275,500.0	\$ 275,500.0
#1-5	FALSE	All 480-volt equipment, cables and conduit shown in the attached drawings beginning at the transformer secondaries (Labor Only)	\$ 175,000.0	\$ 93,000.0	1	LS	\$ 218,058.5	\$ 218,058.5	\$ 204,000.0	\$ 204,000.0	\$ 175,000.0	\$ 175,000.0	\$ 93,000.0	\$ 93,000.0	\$ 263,900.0	\$ 263,900.0
#1-6	FALSE	All remaining 480-volt equipment, cables and conduit shown in the attached drawings beginning at the transformer secondaries (Material Only)	\$ 139,255.0	\$ 61,024.0	1	LS	\$ 182,631.63	\$ 182,631.63	\$ 234,300.0	\$ 234,300.0	\$ 139,255.0	\$ 139,255.0	\$ 61,024.0	\$ 61,024.0	\$ 249,100.0	\$ 249,100.0
#1-7	FALSE	Mobilization (Shall not Exceed 5% of total bid price)	\$ 47,598.4	\$ 47,598.4	1	LS	\$ 79,271.77	\$ 79,271.77	\$ 69,500.0	\$ 69,500.0	\$ 47,598.4	\$ 47,598.4	\$ 84,000.0	\$ 84,000.0	\$ 76,700.0	\$ 76,700.0
#1-8	FALSE	Bonding and Insurance	\$ 17,500.0	\$ 2,106.5	1	LS	\$ 25,267.0	\$ 25,267.0	\$ 26,500.0	\$ 26,500.0	\$ 17,500.0	\$ 17,500.0	\$ 2,106.5	\$ 2,106.5	\$ 27,300.0	\$ 27,300.0
2	Per Unit Price Schedule (19)															
#2-1	FALSE	4/0 URD-AL 15KV CONDUCTOR	\$ 25,704.0	\$ 18,207.0	5355	LF	\$ 19.8	\$ 106,029.0	\$ 3.8	\$ 20,349.0	\$ 4.8	\$ 25,704.0	\$ 23	\$ 123,165.0	\$ 3.4	\$ 18,207.0
#2-2	FALSE	15-UG17-1500	\$ 21,428.0	\$ 12,800.0	4	EA	\$ 6,820.0	\$ 27,280.0	\$ 4,200.0	\$ 16,800.0	\$ 5,357.0	\$ 21,428.0	\$ 3,500.0	\$ 14,000.0	\$ 3,200.0	\$ 12,800.0
#2-3	FALSE	15-UG17-750	\$ 10,714.0	\$ 5,720.0	2	EA	\$ 2,860.0	\$ 5,720.0	\$ 4,000.0	\$ 8,000.0	\$ 5,357.0	\$ 10,714.0	\$ 3,000.0	\$ 6,000.0	\$ 2,870.0	\$ 5,740.0
#2-4	FALSE	15-UG17-500	\$ 21,428.0	\$ 10,120.0	4	EA	\$ 2,860.0	\$ 11,440.0	\$ 3,800.0	\$ 15,200.0	\$ 5,357.0	\$ 21,428.0	\$ 5,500.0	\$ 22,000.0	\$ 2,530.0	\$ 10,120.0
#2-5	FALSE	PAD WORK (Labor and Material)	\$ 34,104.0	\$ 8,800.0	8	EA	\$ 1,100.0	\$ 8,800.0	\$ 2,750.0	\$ 22,000.0	\$ 4,263.0	\$ 34,104.0	\$ 10,250.0	\$ 82,000.0	\$ 7,785.0	\$ 62,280.0
#2-6	FALSE	UC1	\$ 0	\$ 0	1	EA	\$ 1,650.0	\$ 1,650.0	\$ 1,500.0	\$ 1,500.0	\$ 0	\$ 0	\$ 4,700.0	\$ 4,700.0	\$ 3,650.0	\$ 3,650.0
#2-7	FALSE	15-UM33A	\$ 8,995.0	\$ 2,600.0	1	EA	\$ 4,620.0	\$ 4,620.0	\$ 2,600.0	\$ 2,600.0	\$ 8,995.0	\$ 8,995.0	\$ 12,555.0	\$ 12,555.0	\$ 3,539.0	\$ 3,539.0
#2-8	FALSE	UM48-2	\$ 5,746.0	\$ 5,746.0	13	EA	\$ 1,078.0	\$ 14,014.0	\$ 500	\$ 6,500.0	\$ 442	\$ 5,746.0	\$ 566	\$ 7,358.0	\$ 1,087.0	\$ 14,131.0
#2-9	FALSE	VISTA-413	\$ 17,930.0	\$ 2,400.0	1	EA	\$ 20,900.0	\$ 20,900.0	\$ 2,400.0	\$ 2,400.0	\$ 17,930.0	\$ 17,930.0	\$ 6,000.0	\$ 6,000.0	\$ 5,794.0	\$ 5,794.0
#2-10	FALSE	VISTA-624	\$ 20,229.0	\$ 3,200.0	1	EA	\$ 23,100.0	\$ 23,100.0	\$ 3,200.0	\$ 3,200.0	\$ 20,229.0	\$ 20,229.0	\$ 7,000.0	\$ 7,000.0	\$ 21,640.0	\$ 21,640.0
#2-11	FALSE	4" Conduit	\$ 2,565.0	\$ 703.0	95	FT	\$ 16.5	\$ 1,567.5	\$ 13	\$ 1,235.0	\$ 27	\$ 2,565.0	\$ 57	\$ 5,415.0	\$ 7.4	\$ 703.0
#2-12	FALSE	#4 AWG	\$ 4,349.45	\$ 1,445.0	1445	LF	\$ 9.9	\$ 14,305.5	\$ 1.25	\$ 1,806.25	\$ 3.01	\$ 4,349.45	\$ 37	\$ 53,465.0	\$ 1	\$ 1,445.0
#2-13	FALSE	1/0 AWG	\$ 390	\$ 195.0	130	LF	\$ 11.88	\$ 1,544.4	\$ 1.5	\$ 195.0	\$ 3	\$ 390	\$ 48	\$ 6,240.0	\$ 1.7	\$ 221.0
#2-14	FALSE	4/0 URD-AL 15KV CONDUCTOR	\$ 21,480.0	\$ 18,795.0	5370	LF	\$ 16.5	\$ 88,605.0	\$ 3.8	\$ 20,406.0	\$ 4	\$ 21,480.0	\$ 23	\$ 123,510.0	\$ 3.5	\$ 18,795.0
#2-15	FALSE	UG17-1500	\$ 27,198.0	\$ 21,930.0	6	EA	\$ 5,280.0	\$ 31,680.0	\$ 4,200.0	\$ 25,200.0	\$ 4,533.0	\$ 27,198.0	\$ 3,685.0	\$ 22,110.0	\$ 3,655.0	\$ 21,930.0
#2-16	FALSE	UG17-500	\$ 18,900.0	\$ 6,600.0	4	EA	\$ 1,650.0	\$ 6,600.0	\$ 3,800.0	\$ 15,200.0	\$ 4,725.0	\$ 18,900.0	\$ 3,750.0	\$ 15,000.0	\$ 2,970.0	\$ 11,880.0
#2-17	FALSE	UC1	\$ 0	\$ 0	1	EA	\$ 1,320.0	\$ 1,320.0	\$ 1,500.0	\$ 1,500.0	\$ 0	\$ 0	\$ 4,000.0	\$ 4,000.0	\$ 4,635.0	\$ 4,635.0
#2-18	FALSE	UM3E-3 (Fig. 7)	\$ 9,450.0	\$ 2,400.0	2	EA	\$ 9,350.0	\$ 18,700.0	\$ 1,200.0	\$ 2,400.0	\$ 4,725.0	\$ 9,450.0	\$ 42,500.0	\$ 85,000.0	\$ 4,929.0	\$ 9,858.0
#2-19	FALSE	UM48-2	\$ 2,500.0	\$ 500	1	EA	\$ 3,080.0	\$ 3,080.0	\$ 500	\$ 500	\$ 2,500.0	\$ 2,500.0	\$ 6,000.0	\$ 6,000.0	\$ 1,436.0	\$ 1,436.0

Bid 20-30, Construction - NWWTP Electrical Install - Bid 20-30, Construction - NWWTP Electrical Upgrade

Project Overview

Project Details	
Reference ID	Bid 20-30, Construction - NWWTP Electrical Install
Project Name	Bid 20-30, Construction - NWWTP Electrical Upgrade
Project Owner	Les McGaugh
Project Type	ITB
Department	Purchasing
Amount Certified	\$1,100,000
Project Description	The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the 2020 Noland WWTP Electrical Upgrade contract. The Work under this Contract may include, but is not limited to, the replacement of an estimated 1,800 feet of 15kV underground cable. Also included are the replacement of ten 12,470-480/277 V pad-mounted transformers, two 15kV pad-mounted switchgear. Replacement of four 480-volt switchboards and multiple 480 V underground service cables as further defined in the Contract Documents.
Open Date	Feb 24, 2020 12:00 PM CST
Close Date	Apr 22, 2020 2:00 PM CDT

Highest Scoring Supplier	Score
--------------------------	-------

Midland Industrial Services, LLC	100 pts
----------------------------------	---------

Seal status

Requested Information	Unsealed on	Unsealed by
W-9	Apr 22, 2020 2:02 PM CDT	Les McGaugh
Required Signature Form	Apr 22, 2020 2:02 PM CDT	Les McGaugh
Bid 20-30, Construction - NWWTP Electrical Install (BT- 48UY)	Apr 22, 2020 2:02 PM CDT	Les McGaugh
Arkansas Contractor's License #	Apr 22, 2020 2:02 PM CDT	Les McGaugh
Arkansas Secretary of State Filing #	Apr 22, 2020 2:02 PM CDT	Les McGaugh
Bid Bond	Apr 22, 2020 2:02 PM CDT	Les McGaugh

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Les McGaugh	Apr 22, 2020 2:03 PM CDT	No
Andrea Foren	Apr 24, 2020 1:24 PM CDT	No



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Fleming Electric, Inc.	Apr 22, 2020 12:53 PM CDT	Jay Noe	jnoe@fleminc.com	Nzg3NTY=
Multi Craft	Apr 22, 2020 1:55 PM CDT	jerod Bradshaw	jbradshaw@multi-craft.net	Nzg3ODM=
Axis Electric, LLC	Apr 22, 2020 1:13 PM CDT	Jason KuncI	jkuncl@axis-electric.com	Nzg3Njl=
Oil Capital Electric	Apr 22, 2020 1:18 PM CDT	Richard Morrison	rmorrison@oce.us.com	Nzg3NjY=
Midland Industrial Services, LLC	Apr 22, 2020 1:15 PM CDT	Amber Ritchie	aritchie@midlandllc.com	Nzg3NjU=



Scoring Summary

Active Submissions

	Total	Within Certified Amount	Total Base Bid
Supplier	/ 100 pts	Pass/Fail	/ 100 pts
Midland Industrial Services, LLC	100 pts	Pass	100 pts (\$1,036,491.85)
Fleming Electric, Inc.	72.43 pts	Fail	72.43 pts (\$1,431,000.00)
Axis Electric, LLC	60.29 pts	Fail	60.29 pts (\$1,719,300.00)
Oil Capital Electric	51.6 pts	Fail	51.6 pts (\$2,008,704.00)
Multi Craft	46.75 pts	Fail	46.75 pts (\$2,217,278.50)

Signatures

Name	Signatures
Les McGaugh (Project Owner)	
Les McGaugh (Evaluator)	
Andrea Foren (Evaluator)	Andrea Foren  Digitally signed by Andrea Foren Date: 2020.04.24 15:13:56 -05'00'



May 6, 2020

Sent via email: office@midlandllc.com

Joe Austin, Owner
Midland Industrial Services, LLC
110 N. Center St.
Elkins, AR 72727

**Re: City of Fayetteville, Arkansas; BID 20-30, Construction, Noland WWTP
Electrical Upgrade**

Dear Sir,

The City of Fayetteville Arkansas publicly opened bids received on April 22, 2020 for BID 20-30, Construction, Noland WWTP Electrical Upgrade.

Your company is the low bidder. Your bid is \$1,036,491.85.

The City of Fayetteville's contract review process requires that you sign the proposed "Agreement" (DOCUMENT 00500) and provide all required attachments and documents prior to City staff review.

The staff review process is an internal pdf review by many departments including budget, accounting, legal, purchasing, City Clerk and Chief of Staff.

In addition to the City staff review, the Fayetteville City Council Water and Sewer Committee, and then the Fayetteville City Council, will review the proposed contract.

Please complete/fill in and sign, but do not date, the attached copy of DOCUMENT 00500 – AGREEMENT pages 1 – 11 and return to me (pdf preferred).

Please note that this request and your signing of the proposed Agreement does not guarantee that the City of Fayetteville City Council will approve the contract. This request does not obligate the City of Fayetteville in any manner, but this request is the start of the review process for the proposed contract. You will not have an Agreement/Contract until the City of Fayetteville City Council has approved the proposed contract and both you and the Mayor of Fayetteville have executed the approved Agreement/Contract.

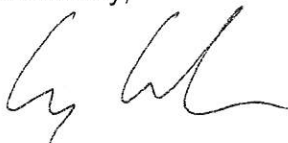
The review schedule is proposed as:

Water and Sewer Committee May 12, 2020
City Council Agenda Session May 26, 2020
City Council Meeting June 2, 2020

If possible, I need your signed Agreement and attachments by Thursday May 14th.
PDFs are preferred.

I appreciate your help to start the City's contract review process. Please call me and/or email if you have any questions, or if I can assist in any way.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Granderson', with a stylized flourish at the end.

Corey Granderson, P.E.
Fayetteville Utilities Engineer
479-444-3452
cgranderson@fayetteville-ar.gov

Attachments:

Certified Bid Tabulation
DOCUMENT 00500 – AGREEMENT pages 1 – 11
Contractor's Proposal (bid)

DOCUMENT 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: 2020 Noland WWTP Electrical Upgrade

Contract No.: 20-30, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020 by and between The City of Fayetteville, Arkansas and Midland Industrial Services, LLC (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:

1.02

- A. This project consists of the replacement of approximately 1,800 linear feet of 15kV, 4/0 AL underground cable in conduit. There will be two sets of 15kV pad-mounted switchgear that will be replaced. There will be ten 12,470-480/277 V pad-mounted transformers ranging from 500 kVA to 1500 kVA that will be replaced. Pad work will also be required for existing concrete pads.
- B. Included in this project is the replacement of 480 V entrance cables from the new transformers to 480 V switchboards and motor control centers. Some buss duct will be replaced with entrance cables. Several secondary tap boxes will be installed adjacent to the new transformers. There will be four 480 V switchboards that will be replaced.
- C. Since this project is located at a wastewater treatment plant, it is crucial that the plant stay in operation. The site has two backup generators and the capability to bypass certain operations. The Contractor will be required to provide some backup generation to assist in keeping the plant operational during various stages of construction. The backup generation will be at the 480 V level.

DOCUMENT 00500 – AGREEMENT (continued)

- 1.03 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 quantities.
- 1.04 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.
- 1.05 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.06 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 Brent Corwin. Brent Corwin with Allgeier, Martin and Associates, 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.

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 210 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 240 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.
- 3.03 LIQUIDATED DAMAGES:

DOCUMENT 00500 – AGREEMENT (continued)

- 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 Five Hundred Dollars (\$500.00) 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.

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.

DOCUMENT 00500 – AGREEMENT (continued)

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 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

DOCUMENT 00500 – AGREEMENT (continued)

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.
- 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

DOCUMENT 00500 – AGREEMENT (continued)

- (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.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in 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:
2020 Noland WWTP Electrical Upgrade
 8. Addenda numbers 1-4 inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

DOCUMENT 00500 – AGREEMENT (continued)

enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

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

8.06 **LIENS:**

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

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts 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.



Arkansas Secretary of State Mark Martin

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501.682.3409

I, Mark Martin, Arkansas Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Organization

Filed in this office on Dec 31, 2009

MIDLAND INDUSTRIAL SERVICES LLC

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 15th day of September, 2016.

Mark Martin

Mark Martin
Arkansas Secretary of State

By:

Julia Butler
Julia Butler

CERTIFIED COPY

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopts the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

MIDLAND INDUSTRIAL SERVICES LLC

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.", and the "Company" may be abbreviated as "Co." Companies which perform Professional Service MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC" and may not contain the name of the person who is not a member except that of a deceased member. The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of registered office of the Limited Liability Company which may be, but need not be, the place of business shall be:

Street Address: 604 PUPPY CREEK ROAD

City: LOWELL

State: AR

ZIP: 72745-

Third: The name of the registered agent and the physical business address of said agent shall be:

Name: DAVID LEE STONE

Street Address: 604 PUPPY CREEK ROAD

City: LOWELL

State: AR

ZIP: 72745-

Fourth: IF THE MANAGEMENT OF THIS COMPANY IS VESTED IN A MANAGER OR MANAGERS, A STATEMENT TO THAT EFFECT MUST BE INCLUDED IN THE SPACE PROVIDED OR BY ATTACHMENT:

**MANAGEMENT OF THIS COMPANY IS VESTED
IN A MANAGER OR MANAGERS**

The Name of the person(s) authorized to execute this document:

Name 1: DAVID LEE STONE

Name 2: JOSEPH EARL AUSTIN

Name 3:

CERTIFIED COPY

**Signature of authorized manager, member or person
forming this Company:**

DAVID LEE STONE

DOCUMENT 00500 – AGREEMENT (continued)

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

CONTRACTOR:

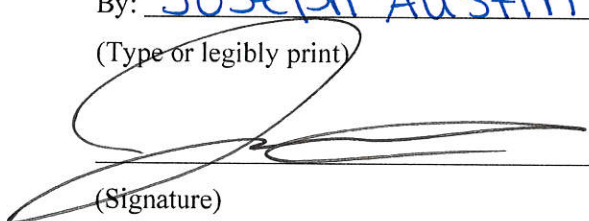
CITY OF FAYETTEVILLE

By: Joseph Austin

By: Lioneld Jordan

(Type or legibly print)

(Type or legibly print)


(Signature)

(Signature)

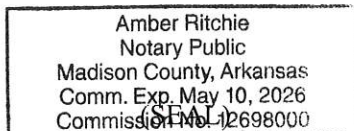
Title: Owner

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 from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.



(SEAL)

Attest



Attest

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

110 N Center St
Elkins, AR 72727

Address for giving notices

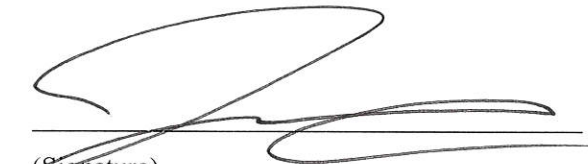
113 W. Mountain St.
Fayetteville, AR 72701

License No. 0210060520

Agent for Service of process

Joseph Austin

(Type or legibly print)


(Signature)

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

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

Approved as to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

EXECUTION OF BID -

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

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

8. 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.
9. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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

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

*NAME OF FIRM: Midland Industrial Services, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Midland Industrial Services, LLC

*BUSINESS ADDRESS: 110 N Center St

*CITY: Elkins *STATE: AR *ZIP: 72727

*PHONE: 479-296-6014 *FAX: 479-296-6091

*E-MAIL: office@midlandllc.com

*BY: (PRINTED NAME) Joe Austin

*AUTHORIZED SIGNATURE: 

*TITLE: Owner

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 27-1592822 AR CONTRACTORS LICENSE # 0210060520

Acknowledge Addendums:

Addendum No. 1 Dated: 3/26/20 Acknowledged by: Jeff Smith

Addendum No. 2 Dated: 3/26/20 Acknowledged by: Jeff Smith

Addendum No. 3 Dated: 4/1/20 Acknowledged by: Jeff Smith

Addendum No. _____ Dated: _____ Acknowledged by: _____

Responses

Midland Industrial Services, LLC

Success: All data is valid!

Status	#	Item	Quantity Required	Unit of Measure	Numeric	Total Cost
					Unit Price	

Lump Sum Bid Schedule

Success: All values provided	#1-1	Backup Generators - this includes fuel, maintenance, rental and all operating costs to operate	1	LS	\$ 53,724.00	\$ 53,724.00
Success: All values provided	#1-2	All remaining 15kV equipment, cables and ansillary material to make a complete and functional system	1	LS	\$ 15,072.00	\$ 15,072.00
Success: All values provided	#1-3	The Labor & Material to completely install the Pre-Engineered Metal Building at the Aeration Basin Bldg.	1	LS	\$ 10,372.00	\$ 10,372.00
Success: All values provided	#1-4	The Material only cost for all of the 480-volt switchgear, motor control centers and distribution panels. This does not include any cables or connectors.	1	LS	\$ 324,860.00	\$ 324,860.00
Success: All values provided	#1-5	All 480-volt equipment, cables and conduit shown in the attached drawings beginning at the transformer secondaries (Labor Only)	1	LS	\$ 175,000.00	\$ 175,000.00
Success: All values provided	#1-6	All remaining 480-volt equipment, cables and conduit shown in the attached drawings beginning at the transformer secondaries (Material Only)	1	LS	\$ 139,255.00	\$ 139,255.00
Success: All values provided	#1-7	Mobilization (Shall not Exceed 5% of total bid price)	1	LS	\$ 47,598.40	\$ 47,598.40
Success: All values provided	#1-8	Bonding and Insurance	1	LS	\$ 17,500.00	\$ 17,500.00

Per Unit Price Schedule

Success: All values provided	#2-1	4/0 URD-AL 15kV CONDUCTOR	5355	LF	\$ 4.80	\$ 25,704.00
Success: All values provided	#2-2	15-UG17-1500	4	EA	\$ 5,357.00	\$ 21,428.00
Success: All values provided	#2-3	15-UG17-750	2	EA	\$ 5,357.00	\$ 10,714.00
Success: All values provided	#2-4	15-UG17-500	4	EA	\$ 5,357.00	\$ 21,428.00
Success: All values provided	#2-5	PAD WORK (Labor and Material)	8	EA	\$ 4,263.00	\$ 34,104.00
Success: All values provided	#2-6	UC1	1	EA	\$ 0.00	\$ 0.00
Success: All values provided	#2-7	15-UM33A	1	EA	\$ 8,995.00	\$ 8,995.00

Success: All values provided	#2-8	UM48-2	13	EA	\$ 442.00	\$ 5,746.00
Success: All values provided	#2-9	VISTA-413	1	EA	\$ 17,930.00	\$ 17,930.00
Success: All values provided	#2-10	VISTA-624	1	EA	\$ 20,229.00	\$ 20,229.00
Success: All values provided	#2-11	4" Conduit	95	FT	\$ 27.00	\$ 2,565.00
Success: All values provided	#2-12	#4 AWG	1445	LF	\$ 3.01	\$ 4,349.45
Success: All values provided	#2-13	1/0 AWG	130	LF	\$ 3.00	\$ 390.00
Success: All values provided	#2-14	4/0 URD-AL 15kV CONDUCTOR	5370	LF	\$ 4.00	\$ 21,480.00
Success: All values provided	#2-15	UG17-1500	6	EA	\$ 4,533.00	\$ 27,198.00
Success: All values provided	#2-16	UG17-500	4	EA	\$ 4,725.00	\$ 18,900.00
Success: All values provided	#2-17	UC1	1	EA	\$ 0.00	\$ 0.00
Success: All values provided	#2-18	UM3E-3 (Fig. 7)	2	EA	\$ 4,725.00	\$ 9,450.00
Success: All values provided	#2-19	UM48-2	1	EA	\$ 2,500.00	\$ 2,500.00

Bond # 1001126219-4

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Midland Industrial Services, LLC

110 N. Center Street,

Elkins, Arkansas 72727

as Principal, hereinafter called the Principal, and

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, Texas 77040

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

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of Five Percent of the Amount of the Bidxxxxxxxxxxxxxxxxxxxx
xx Dollars (\$ 5% of Amount of Bid), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

2020 Noland WWTP Electrical Upgrade, Bid 20-30, Construction.

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

Signed and sealed this 15 day of April 2020.

DOCUMENT 00410 – BID BOND (continued)

PRINCIPAL

(CORPORATE SEAL)

Midland Industrial Services, LLC

By _____

(Signature)

Joseph Austin

(Type or print)

SURETY

U.S. Specialty Insurance Company

By _____

(Signature)

Diana Ball, Attorney-In-Fact

(Type or print)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

By _____

(Signature)

Diana Ball, Attorney-in-Fact

(Type or print)

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

END OF DOCUMENT 00410

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Midland Industrial Services, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 110 N Center St	Requester's name and address (optional)	
	6 City, state, and ZIP code Elkins, AR 72727		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	1	5	9	2	8	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **01/22/2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Bid 20-30, Construction - NWWTP Electrical Upgrade - Proposal Data

Show/Hide  Search

Supplier	▲ Arkansas Contractor's License #	📄 Arkansas Secretary of State Filing #
Axis Electric, LLC Scorecard Open... ▼	0219360520	800198684
Fleming Electric, Inc. Scorecard Open... ▼	0023160420	710507441
Midland Industrial Services, LLC Scorecard Open... ▼	0210060520	800169216
Multi Craft Scorecard Open... ▼	0025810520	100036197
Oil Capital Electric Scorecard Open... ▼	0154080620	80041833



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Fleming Electric, Inc.	Apr 22, 2020 12:53 PM CDT	Jay Noe	jnoe@fleminc.com	Nzg3NTY=
Multi Craft	Apr 22, 2020 1:55 PM CDT	jerod Bradshaw	jbradshaw@multi-craft.net	Nzg3ODM=
Axis Electric, LLC	Apr 22, 2020 1:13 PM CDT	Jason KuncI	jkuncl@axis-electric.com	Nzg3NjI=
Oil Capital Electric	Apr 22, 2020 1:18 PM CDT	Richard Morrison	rmorrison@oce.us.com	Nzg3NjY=
Midland Industrial Services, LLC	Apr 22, 2020 1:15 PM CDT	Amber Ritchie	aritchie@midlandllc.com	Nzg3NjU=