

**City of Fayetteville Staff Review Form**

**2020-0595**

**Legistar File ID**

**8/4/2020**

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

Tim Nyander

7/15/2020

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends awarding Bid #20-47 and approving a construction contract with Crossland Heavy Contractors, Inc. in the amount of \$379,870.00 for construction of a new water pumping station and 2,250 linear feet of 6-inch diameter water main, approving a contingency in the amount of \$56,980.50 and approving a budget adjustment.

**Budget Impact:**

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

10006.1

Benson Mountain Pressure Plane Upgrade

Project Number

Project Title

**Budgeted Item?** Yes

Current Budget \$ 369,601.00

Funds Obligated \$ 103,003.97

Current Balance **\$ 266,597.03**

**Does item have a cost?** Yes

Item Cost \$ 436,850.50

**Budget Adjustment Attached?** Yes

Budget Adjustment \$ 436,851.00

Remaining Budget **\$ 266,597.53**

V20180321

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF AUGUST 4, 2020**

**TO:** Mayor and City Council

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

**FROM:** Corey Granderson, Utilities Engineer

**DATE:** July 15, 2020

**SUBJECT:** **Bid #20-47, Crossland Heavy Contractors, Inc. – Construction Contract for Benson Pressure Plane Improvements**

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**RECOMMENDATION:**

Staff recommends awarding Bid #20-47 and approving a construction contract with Crossland Heavy Contractors, Inc. in the amount of \$379,870.00 for construction of a new water pumping station and 2,250 linear feet of 6-inch diameter water main, approving a contingency in the amount of \$56,980.50 and approving a budget adjustment.

**BACKGROUND:**

On June 25, 2020 the City of Fayetteville accepted sealed competitive bids for the Benson Pressure Plane Improvements project. Crossland Heavy Contractors, Inc. submitted the lowest bid. All bids are shown here:

<u>Crossland Heavy Contractors, Inc.</u>	<u>\$379,870.00</u>
Goins Enterprises, Inc.	\$711,509.50
Goodwin & Goodwin, Inc.	\$413,145.00

**DISCUSSION:**

These improvements are needed due to the age and condition of the existing infrastructure in this area. The project is located east of the Goshen city limits on Fire Tower Road.

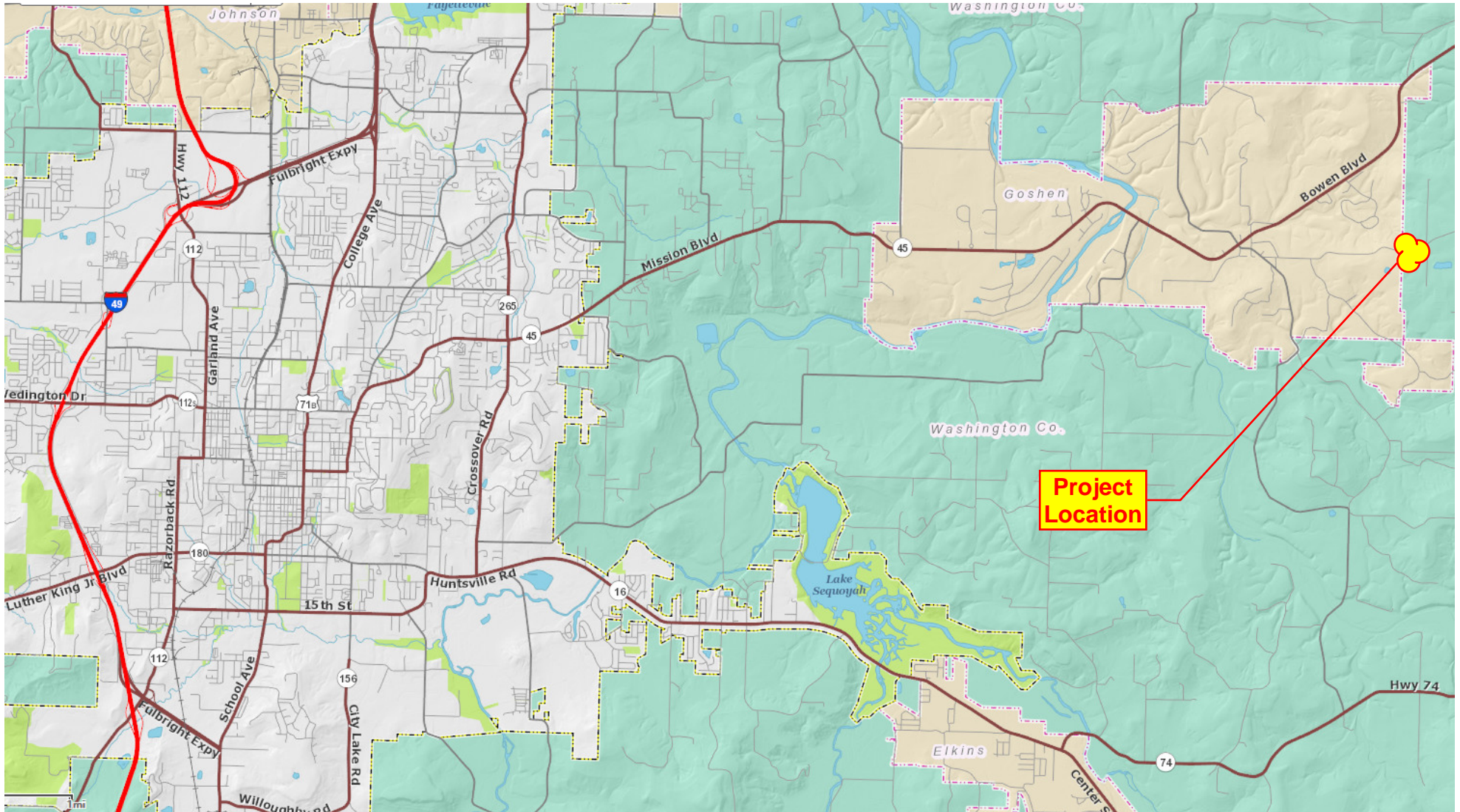
**BUDGET/STAFF IMPACT:**

Budgeted Funds from the Water Impact Fee project are being moved into the Benson Mountain Pressure Plane Improvement Project to cover the cost of this project. This project meets the requirements to utilize impact fee monies.

**Attachments:**

Project Vicinity Map  
Certified Bid Tab, Bid #20-47  
Agreement  
Hawkins-Weir recommendation

# Benson Pressure Plane Improvements Vicinity Map | NTS





July 6, 2020

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

Re: Benson Mountain Pressure Plane  
Project No. 20-47  
HWEI Project No. 2017076

Dear Mr. Nyander:

Three (3) bids were received on Thursday, June 25, 2020, for the referenced project. The low bid was submitted by Crossland Heavy Contractors, Inc. in the amount of **\$379,870.00**. We have reviewed the Certified Bid Tabulation prepared by the City of Fayetteville, and recommend that the City of Fayetteville award a contract for the Benton Mountain Pressure Plane Improvements to the low bidder, Crossland Heavy Contractors, Inc., for a total contract price of **\$379,870.00**. We have worked with Crossland Heavy Contractors on past projects and their performance to date has been satisfactory.

We understand that you will present the bid tabulation and our recommendation to the City of Fayetteville Water, Sewer, and Solid Waste Committee for their consideration at the July 2020 meeting. We will attend the meeting and be available to answer any questions.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in blue ink that reads 'Brett D. Peters'.

Brett D. Peters, P.E.

BDP/gch  
Enclosure: Certified Bid Tabulation

cc: Mr. Corey Granderson, P.E., Utilities Engineer





Bid Tabulation

Bid 20-47, Construction - Benson Pressure Plane Improvements

ItemNo.	Quantity Required	Unit of Measure	Crossland Heavy Contractors, Inc.		Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.	
			Total Cost		Total Cost		Total Cost	
			UnitPrice	TotalCost	UnitPrice	TotalCost	UnitPrice	TotalCost
			\$379,870.00		\$711,509.50		\$413,145.00	
1	1	LS	\$4,075.00	\$4,075.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
2	1	LS	\$7,900.00	\$7,900.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
3	1	LS	\$18,500.00	\$18,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00
4	1	LS	\$200.00	\$200.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00
5	1	LS	\$600.00	\$600.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
6	1	LS	\$269,200.00	\$269,200.00	\$474,322.00	\$474,322.00	\$248,220.00	\$248,220.00
7	1	LS	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
8	1	LS	\$1,175.00	\$1,175.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
9	2250	LF	\$21.00	\$47,250.00	\$60.00	\$135,000.00	\$32.00	\$72,000.00
10	500	LBS	\$9.40	\$4,700.00	\$10.00	\$5,000.00	\$10.00	\$5,000.00
11	5	CY	\$335.00	\$1,675.00	\$250.00	\$1,250.00	\$150.00	\$750.00
12	5	EA	\$190.00	\$950.00	\$150.00	\$750.00	\$200.00	\$1,000.00
13	50	LF	\$125.00	\$6,250.00	\$150.00	\$7,500.00	\$200.00	\$10,000.00
14	3	EA	\$1,360.00	\$4,080.00	\$1,500.00	\$4,500.00	\$2,200.00	\$6,600.00
15	1	EA	\$2,265.00	\$2,265.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00
16	1	EA	\$600.00	\$600.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
17	1	EA	\$1,150.00	\$1,150.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
18	200	LF	\$6.00	\$1,200.00	\$10.00	\$2,000.00	\$10.00	\$2,000.00
19	150	SY	\$6.50	\$975.00	\$6.00	\$900.00	\$10.00	\$1,500.00
20	5250	SY	\$0.50	\$2,625.00	\$2.15	\$11,287.50	\$1.50	\$7,875.00



# Bid 20-47, Construction Benson Pressure Plane Improvements - Bid 20-47, Construction - Benson Pressure Plane Improvements

## Project Overview

<b>Project Details</b>	
<b>Reference ID</b>	Bid 20-47, Construction Benson Pressure Plane Improvements
<b>Project Name</b>	Bid 20-47, Construction - Benson Pressure Plane Improvements
<b>Project Owner</b>	Andrea Foren
<b>Project Type</b>	ITB
<b>Department</b>	Purchasing
<b>Certification Of Funds</b>	\$700,000.00
<b>Project Description</b>	Benson Pressure Plan Improvements
<b>Open Date</b>	May 17, 2020 12:00 PM CDT
<b>Close Date</b>	Jun 25, 2020 2:00 PM CDT

<b>Highest Scoring Supplier</b>	<b>Score</b>
<b>Crossland Heavy Contractors, Inc.</b>	<b>100 pts</b>

## Seal status

Requested Information	Unsealed on	Unsealed by
City's Required Forms	Jun 25, 2020 2:03 PM CDT	Les McGaugh
Bid Bond	Jun 25, 2020 2:03 PM CDT	Les McGaugh
Bid 20-47, Bid Form (BT-24JR)	Jun 25, 2020 2:03 PM CDT	Les McGaugh
AR Contractors License #	Jun 25, 2020 2:03 PM CDT	Les McGaugh
AR Secretary of State Filing #	Jun 25, 2020 2:03 PM CDT	Les McGaugh
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.	Jun 25, 2020 2:03 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	Jun 25, 2020 2:03 PM CDT	No





# Public Notices

## The City has issued Addendum 1 to bid 20-47

<i>Les McGaugh, Jun 19, 2020 4:36 PM CDT</i>
The City has issued Addendum 1 to bid 20-47





# Scoring Summary

## Active Submissions

	Total	Certified Funds	Total Base Bid Price
Supplier	/ 100 pts	Pass/Fail	/ 100 pts
Crossland Heavy Contractors, Inc.	100 pts	Pass	100 pts (\$379,870.00)
Goodwin & Goodwin, Inc.	91.95 pts	Pass	91.95 pts (\$413,145.00)
Goins Enterprises, Inc.	53.39 pts	Pass	53.39 pts (\$711,509.50)

## Signatures

Name	Signatures
<p><b>Andrea Foren</b> (Project Owner)</p>	<p><b>Andrea Foren</b>  Digitally signed by Andrea Foren Date: 2020.07.02 16:56:04 -05'00'</p>
<p><b>Les McGaugh</b> (Evaluator)</p>	<p><b>Les McGaugh</b>  Digitally signed by Les McGaugh Date: 2020.07.01 16:08:35 -05'00'</p>

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: Benson Mountain Pressure Plane Improvements

Contract No.: 20-47, Construction

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between The City of Fayetteville, Arkansas and \_\_\_\_\_ (hereinafter called Contractor).

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:
- A. Construction of the 130 gpm Benson Mountain Pump Station with related site improvements and demolition of the existing 40 gpm Benson Mountain Pump Station.
  - B. Construction of approximately 2,240 linear feet of 6-inch water line along Fire Tower Road Spur
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00400-Bid Form for quantifies.
- 1.03 Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

**ARTICLE 2 - ENGINEER**

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

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

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 150 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 30 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

3.03 **LIQUIDATED DAMAGES:**

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred and Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred and Fifty Dollars (\$750.00) for each

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

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.
- 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



**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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

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.

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

- 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
  - (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.

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

- 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 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:

Benson Mountain Pressure Plane Improvements

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

8. Addenda numbers \_\_\_\_\_ 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.

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.

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

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.

**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

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

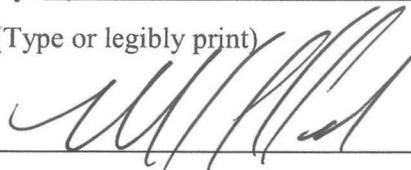
This Agreement will be effective on \_\_\_\_\_, 20\_\_, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: Mark Sell  
(Type or legibly print)

By: Lioneld Jordan  
(Type or legibly print)

  
(Signature)

\_\_\_\_\_  
(Signature)

Title: President

Title: Mayor

Contractor shall attach evidence of authority to sign.

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

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

(SEAL)

(SEAL)

Attest Holk RL

Attest \_\_\_\_\_



**SECTION 00500 – AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR (continued)**

Address for giving notices

P.O. Box 350  
Columbus KS 66725

Address for giving notices

113 W. Mountain St.  
Fayetteville, AR 72701

License No. 0067301120

Agent for Service of process

Mark Sell

(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 SECTION 00500**

# CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue • P.O. Box 350

Columbus, KS 66725


tel 620.429.1410

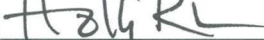
fax 620.429.2977

## Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 2nd day of December, 2016, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.


  
\_\_\_\_\_  
Mark Sell, President

ATTEST:   
\_\_\_\_\_  
Holly Rhodes, Secretary

State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 6<sup>th</sup> day of July 2020.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

