City of Fayetteville Staff Review Form

2018-0307
Legistar File ID

6/19/2018
City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Casey
Submitted By
6/1/2018
Submitted Date
Engineering / Development Services Department
Division / Department

Action Recommendation:
City Council approval awarding a contract in the amount of $118,881.18 to 81 Construction Group, Inc. for the construction of the E. Spyglass Hill Dr. Drainage Improvements Project, approve a project contingency of $17,830 (15%).

Budget Impact:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>4470.621.8810-5817.00</th>
<th>Other Drainage Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number</td>
<td>02108.1802.40</td>
<td>E Spyglass Hill Drainage Improvements</td>
</tr>
<tr>
<td>Budgeted Item?</td>
<td>Yes</td>
<td>Current Budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 137,000.00</td>
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<tr>
<td></td>
<td></td>
<td>Funds Obligated</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current Balance</td>
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<tr>
<td></td>
<td></td>
<td>$ 137,000.00</td>
</tr>
<tr>
<td>Does item have a cost?</td>
<td>Yes</td>
<td>Item Cost</td>
</tr>
<tr>
<td>Budget Adjustment Attached?</td>
<td>No</td>
<td>Budget Adjustment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remaining Budget</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 288.82</td>
</tr>
</tbody>
</table>

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Item cost reflects contract of $118,881.18 plus a contingency of $17,830.00 for a total item cost of $136,711.18.
MEETING OF JUNE 19, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: June 1, 2018

SUBJECT: Approval of a contract in the amount of $118,881.18 with 81 Construction Group, Inc. for the construction of the E. Spyglass Hill Dr, Drainage Improvements Project and approval of a project contingency of $17,830.00 (15%).

RECOMMENDATION:
Staff recommends City Council approval awarding a contract in the amount of $118,881.18 to 81 Construction Group, Inc. for the construction of the E. Spyglass Hill Dr. Drainage Improvements Project and approval of a project contingency of $17,830 (15%).

BACKGROUND:
The City of Fayetteville Engineering Division has prepared the design for this 36" storm sewer that is planned behind several homes along E. Spyglass Hill Drive. A large drainage basin drains runoff across the Stonebridge Meadows golf course into the yards and to these homes along the northeast end of this street. In an effort to provide relief from future flood damage to these properties, the City of Fayetteville coordinated with the owner of the golf course to get a drainage easement dedicated to allow the installation of the necessary storm sewer pipes and inlets to capture and convey this runoff to the nearby retention pond.

DISCUSSION:
On May 31, 2018, the City received five (5) construction bids for this project. 81 Construction Group, Inc. submitted the low bid which was approximately 19% below the Engineer's Estimate of $145,465.00.

Engineering staff recommends awarding this contract to 81 Construction Group, Inc. The contract time is 90 days (3 months) for final completion.
BUDGET/STAFF IMPACT:
This project will be paid for out of the “Other Drainage Improvements” project of the Sales Tax Capital Improvements Bridge and Drainage Improvements Fund.

Attachments:
Section 0500 Agreement
Bid Submittal
Vicinity Map
E SPYGGLASS HILL DR
DRAINAGE IMPROVEMENTS

for the

City of Fayetteville

BID # 18-35, CONSTRUCTION
APRIL, 2018
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mobilization (Shall not exceed 5% of total bid)</td>
<td>LS 1</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2. Insurance and Bonding</td>
<td>LS 1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>3. Construction Control (Staking)</td>
<td>LS 1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>4. Site Photographs &amp; Video</td>
<td>LS 1</td>
<td>$2,100.00</td>
<td>$2,100.00</td>
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<tr>
<td>5. Clearing, Grubbing, &amp; Demolition</td>
<td>LS 1</td>
<td>$2,386.00</td>
<td>$2,386.00</td>
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<tr>
<td>6. Rock Excavation</td>
<td>LS 1</td>
<td>$6,934.00</td>
<td>$6,934.00</td>
</tr>
<tr>
<td>7. Trench &amp; Excavation Safety</td>
<td>LS 1</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<tr>
<td>8. Storm Sewer Pipe 36&quot; ADS N12</td>
<td>LF 605</td>
<td>$3,765.00</td>
<td>$2,227,325.00</td>
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<tr>
<td>9. 48&quot; RCP HP Manhole and Connection Collar</td>
<td>EA 1</td>
<td>$3,745.00</td>
<td>$3,745.00</td>
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<tr>
<td>10. Solid Sod</td>
<td>EA 1</td>
<td>$2,910.00</td>
<td>$2,910.00</td>
</tr>
<tr>
<td>11. Rip Rap</td>
<td>EA 1</td>
<td>$1,875.00</td>
<td>$1,875.00</td>
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<tr>
<td>12. Site Staking</td>
<td>EA 1</td>
<td>$1,050.00</td>
<td>$1,050.00</td>
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<tr>
<td>13. Tree Protection Fencing (Use as Area Inlet)</td>
<td>EA 1</td>
<td>$738.43</td>
<td>$738.43</td>
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<tr>
<td>14. Site Photographs &amp; Video</td>
<td>EA 1</td>
<td>$725.00</td>
<td>$725.00</td>
</tr>
<tr>
<td>15. Site Restoration</td>
<td>LS 1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>16. Erosion Control Silt Fence</td>
<td>EA 1</td>
<td>$1,050.00</td>
<td>$1,050.00</td>
</tr>
</tbody>
</table>

**Certification of Funds:** $146,000.00

**Max Bid Award Limit:** $182,500.00

**Total Base Bid:** $206,720.00

**Official Bid Tabulation:**

Bid No. 18-35

**Construction - E. Spyglass Hill Drive Drainage Improvements**
DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: E. Spyglass Hill Dr. Drainage Improvements

Contract No.: 18-35, Construction - E. Spyglass Hill Dr. Drainage Improvements

THIS AGREEMENT is dated as of the _____ day of _______________ in the year 2018 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 Contract includes, but is not limited to:

Improvements to approximately 600 linear feet of storm sewer installation along a drainage easement located on the Stonebridge Meadows Golf Course directly behind homes along E. Spyglass Hill Drive.

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.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way, temporary construction/access easements and in Drainage Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville
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.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within 60 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 in accordance with the GENERAL CONDITIONS within 90 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 Seven Hundred 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 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 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.

1. There shall be no changes without prior written approval of the Engineer of Record and/or 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 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 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.

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 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.

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: E. Spyglass Hill Dr. Drainage Improvements Project

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 ASSIGNES:

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 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
DOCUMENT 00500 – AGREEMENT (continued)

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.

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

CONTRACTOR:

81 CONSTRUCTION GROUNDCARE

By: Larry Knight

(Type or legibly print)

(Signature)

Title: Vice President

CITY OF FAYETTEVILLE

By: Lioneld Jordan

(Signature)

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 ___________________  Attest ___________________
Address for giving notices
PO Box 844  
Siloam Springs, AR 72761

Address for giving notices
113 W. Mountain St.  
Fayetteville, AR 72701

License No. 0366420519

Agent for Service of process

LARRY KINCHINE
(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
WAIVER OF NOTICE OF SPECIAL MEETING
OF THE
DIRECTORS AND SHAREHOLDERS
OF

81Construction Group, Inc.

We, the undersigned, being all the Directors and Shareholders of the above Corporation Hereby agree and consent that a special meeting of the Directors and Shareholders of the Corporation be held on the date and time, and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjustment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting, or at any adjournment holders present thereof, shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: Siloam Springs, AR
Date of Meeting: June 1, 2018
Time of Meeting: 2:00 PM
Purpose of Meeting: To discuss and approve the signing of construction contract BID 18-01

Jeremy Wesson President
Director

Larry White Vice President
Director
DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT:

Contract Name: E. SPYGLASS DR, DRAINAGE IMPROVEMENTS
Bid #: 18-21, Construction
Date: MAY 31, 2018

SUBMITTED TO:

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

SUBMITTED BY:

Company: 81 CONSTRUCTION GROUP INC
Name: Larry Kichline
Address: PO Box 814
Principal Office: 105 E. Alabama St, Spring, AR 72761
Corporation, partnership, individual, joint venture, other: CORPORATION
Arkansas State General Contractor’s License Number: 0361420519

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 1 year and has performed work of the nature and magnitude of this Contract for 46 years. Bidder has been in business under its present name for 1 year.

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, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)

4. Has Bidder ever failed to complete any project? If so, state when, where, and why. **No**

5. Bidder normally performs the following work with his own forces:

   - Storm Drain
   - Concrete
   - Ditch Work
   - Utilities

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

   - Larry Kichline, Vice President
   - Jeremy Wescott, President

7. 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:

   - Walker Bros, Gene Bennett

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is: ____________.
Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: May 31, 2018

(Official Seal)

Name of Organization:

81 Construction Group Inc

By Larry Kitchin

(Type or legibly print)

By __________________________

(Signature)

Title Vice President

(Type or legibly print)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)
DOCUMENT 0400-BID FORM

Contract Name: E. SPYGLASS HILL DR. DRAINAGE IMPROVEMENTS
Bid Number: 18-35, CONSTRUCTION

BID TO:

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

BID FROM:

Bidder: 81 Construction Group Inc
PO Box 844
Susan Springs, Arkansas 72761

ARTICLE 1- INTENT

1.01 The undersigned Bidder proposes an 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.
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:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
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</tbody>
</table>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder’s purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,
investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

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

L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

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

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization (Shall not exceed 5% of Total Bid)</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Insurance and Bonding</td>
<td>LS</td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Construction Control (Staking)</td>
<td>LS</td>
<td>1</td>
<td>$1,600.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>4</td>
<td>Trench &amp; Excavation Safety Systems</td>
<td>LS</td>
<td>1</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>5</td>
<td>Clearing, Grubbing, &amp; Demolition</td>
<td>LS</td>
<td>1</td>
<td>$3,745.00</td>
<td>$3,745.00</td>
</tr>
<tr>
<td>6</td>
<td>Site Grading</td>
<td>LS</td>
<td>1</td>
<td>$6,719.00</td>
<td>$6,719.00</td>
</tr>
<tr>
<td>7</td>
<td>Rock Excavation</td>
<td>CY</td>
<td>20</td>
<td>$250.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>8</td>
<td>36&quot; ADS N12 Storm Sewer Pipe</td>
<td>LF</td>
<td>605</td>
<td>$96.55</td>
<td>$58,412.75</td>
</tr>
<tr>
<td>9</td>
<td>36&quot; RCP FES w/Curtain Wall and Connection Collar</td>
<td>EA</td>
<td>1</td>
<td>$2,386.00</td>
<td>$2,386.00</td>
</tr>
<tr>
<td>10</td>
<td>48&quot; Nyloplast HP Manhole and Area Inlet</td>
<td>EA</td>
<td>5</td>
<td>$3,761.00</td>
<td>$3,761.00</td>
</tr>
<tr>
<td>11</td>
<td>Rip Rap</td>
<td>SY</td>
<td>7</td>
<td>$105.49</td>
<td>$738.43</td>
</tr>
<tr>
<td>12</td>
<td>Solid Sod</td>
<td>SY</td>
<td>2100</td>
<td>$3.64</td>
<td>$7,644.00</td>
</tr>
<tr>
<td>13</td>
<td>Tree Protection Fencing (Use as Directed)</td>
<td>LF</td>
<td>250</td>
<td>$2.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>14</td>
<td>Site Photographs &amp; Video</td>
<td>LS</td>
<td>1</td>
<td>$681.00</td>
<td>$681.00</td>
</tr>
<tr>
<td>15</td>
<td>Site Restoration</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>16</td>
<td>Erosion Control Silt Fence</td>
<td>LF</td>
<td>350</td>
<td>$3.00</td>
<td>$1,050.00</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT BID**  
$118,881.18
DOCUMENT 0400-BID FORM (continued)

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of Schedule 1 and Schedule 2. Bidders shall bid on both schedules. Failure to bid on both Schedule 1 and Schedule 2 shall result in bid rejection.

ARTICLE 5 - CONTRACT TIMES

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

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

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

A. Required Bid security in the form of a cashier’s check from a bank located in the State of Arkansas or a Bid Bond in the amount of

Five thousand nine hundred forty-four dollars ($5,944.00)

B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

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

81 Construction Group Inc
PO Box 844
Siloam Springs, Arkansas 72761
Email 81construction@gmail.com
Phone No. 479-935-0381
Fax No. 479-524-6692
GRANITE RE, INC.

Bid Bond

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

as principal, hereinafter called the Principal, and

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

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

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

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

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

WHEREAS, the Principal has submitted a bid for

Project: E Spy Glass Drainage

Bid Date: 05/31/2018

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

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

Signed and sealed this 24th day of May 2018.

81 Construction Group, Inc.

Witness

Granite Re, Inc.

Attorney in Fact Billy Eugene Bennett, Jr.
KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

[Seal]

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

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

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

GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of May, 2018.

[Seal]

Kyle P. McDonald, Secretary/Treasurer
A Corporation or LLC

Corporation Name: 81 CONSTRUCTION GROUP INC (SEAL)
State of Incorporation: ARKANSAS
Type (General Business, Professional, Service, Limited Liability):

By: (Signature of general partner-attach evidence of authority to sign)
Name (type or printed): LARRY KITCHIN
Title: VICE PRESIDENT

Attest: (Signature of Corporate Secretary)

Business address: PO BOX 844
SIOAM SPRINGS ARKANSAS 72761
Phone No: 479 524 8691 Fax No. 479 524 6693
Email Address: 81CONSTRUCTION@GMAIL.COM
Tax ID Number (TIN): 82-1574608
DUNS #: 100338145
Cage Code:

END OF DOCUMENT 00400
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:

**E. SPYGLASS HILL DR. DRAINAGE IMPROVEMENTS**

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

<table>
<thead>
<tr>
<th>Subcontractor's Work</th>
<th>Subcontractor’s Name and Address</th>
<th>Expected Percentage or Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearing/Demolition</td>
<td>81 CONSTRUCTION GROUP INC</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td>90 Box 844, Simms Springs, AR 73761</td>
<td></td>
</tr>
<tr>
<td>SWPPP/Erosion Control</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>Asphalt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Material Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (designate)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Bidder’s Signature

END OF DOCUMENT 00430
**Articles of Incorporation**

### Filing Information
- **Filing Act:** 958 of 1987
- **Entity Name:** 81 CONSTRUCTION GROUP INC.
- **File Date:** 2017-05-11 12:51:20
- **Effective Date:** 2017-05-11
- **Filing Signature:** JEREMY WESSON
- **Signature Title:** Incorporator/Organizer
- **Stock Nonstock:** Stock

### Primary Purpose:
The purpose for which this corporation is organized:
1. The primary purpose of the Corporation shall be: Construction
2. To conduct any business enterprise not contrary to law.
3. To exercise all the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.

### Total Number of Shares: 100
- **Par Value:** 0.0010

### Stock Breakdown

<table>
<thead>
<tr>
<th>No. of Shares</th>
<th>Class</th>
<th>Series</th>
<th>Par Value Per Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Common</td>
<td>Unknown</td>
<td>0.0000</td>
</tr>
</tbody>
</table>

### Registered Agent:
- **First Name:** JEREMY
- **Last Name:** WESSON
- **Address 1:** 121 S GILES AVENUE
  - **City:** GENTRY
  - **State:** AR
  - **Zip:** 72734
- **Country:** USA
- **Phone:** 479-841-0025
- **Email:** 81CONSTRUCTION@GMAIL.COM

### Officers

#### First Name: JEREMY
- **Last Name:** WESSON
- **Title:** Incorporator/Organizer
- **Address 1:** 121 S. AVENUE
  - **City:** GENTRY
  - **State:** AR
  - **Zip:** 72734
- **Country:** USA

#### First Name: LARRY
- **Last Name:** KICHLINE
- **Title:** Member
- **Address 1:** 13064 HWY. 45 S
  - **City:** LINCOLN
  - **State:** AR
STATE OF ARKANSAS

SECRETARY OF STATE

Mark Martin
ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Incorporation

of

81 CONSTRUCTION GROUP INC.

filed in this office
May 11, 2017

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 11th day of May 2017.

Mark Martin
Secretary of State

Online Certificate Authorization Code: 1145675914969e054
To verify the Authorization Code, visit sos.arkansas.gov
Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version
LLC Member information is now confidential per Act 865 of 2007
Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name: 81 CONSTRUCTION GROUP INC.
Fictitious Names:
Filing #: 811133203
Filing Type: For Profit Corporation
Filed under Act: Dom Bus Corp, §58 of 1987
Status: Good Standing
Principal Address: 
Reg. Agent: JEREMY WESSON
Agent Address: 121 S GILES AVENUE
GENTRY, AR 72734
Date Filed: 05/11/2017
Officers:
JEREMY WESSON, Incorporator/Organizer
JEREMY WESSON, Member
LARRY KICHLINE, Member

Foreign Name: N/A
Foreign Address:
State of Origin: N/A

Purchase a Certificate of Good Standing for this Entity: Pay Franchise Tax for this corporation