

City Council Agenda Items  
and  
Contracts, Leases or Agreements

September 4th, 2012  
City Council Meeting Date  
Agenda Items Only

Brian Pugh                      Solid Waste and Recycling                      Operations  
**Submitted By**                      **Division**                      **Department**

**Action Required:**

A resolution awarding a construction contract to Benchmark Const. for \$ 335,230.42 for installation of a concrete pad and associated work at the City of Fayetteville Solid Waste and Recycling Facility, per Bid #12-65, approving a project contingency of \$ 33,523.04 (approximately 10%), and approving a budget adjustment. *the amount \$ 368,754.*

<u>\$ 335,230.42</u> Cost of this request	\$ <u>487,289.00</u> Category / Project Budget	Solid Waste Compost Site Slab Expansion Program Category / Project Name
<u>5500.5080.5816.00</u> Account Number	\$ <u>411,152.29</u> Funds Used to Date	Solid Waste Improvements Program / Project Category Name
<u>10002 / 1</u> Project Number	\$ <u>76,136.71</u> Remaining Balance	Solid Waste Fund Name

Budgeted Item                       Budget Adjustment Attached

Tracy Gully                      8-17-12                      Previous Ordinance or Resolution # \_\_\_\_\_  
Department Director                      Date

Dr. Kelly                      8-17-12                      Original Contract Date: \_\_\_\_\_  
City Attorney                      Date                      Original Contract Number: \_\_\_\_\_

Maria Hutwood                      8/20/12  
Finance and Internal Services Director                      Date

Tom Allen                      8/21/12  
Chief of Staff                      Date

Donald Dyer                      8/22/12  
Mayor                      Date

Received in City Clerk's Office                      08-17-12 P03:26 RCVD  
*Kyne J.*

Received in Mayor's Office                      ENTERED  
8/20/12  
*[Signature]*

Comments:

To: Fayetteville City Council  
 Thru: Mayor Lioneld Jordan  
 Don Marr, Chief of Staff  
 Terry Gulley, Transportation Director  
 From: Brian Pugh, Waste Reduction Coordinator  
 Date: August 17th, 2012

Subject: A resolution awarding a construction contract with Benchmark Construction of NWA, Inc. for \$335,230.42 for installation of a concrete pad and associated work at the City of Fayetteville Solid Waste and Recycling Facility, per Bid #12-65, approving a project contingency of \$33,523.04 (approximately 10%), and approving a budget adjustment.

**RECOMMENDATION**

A resolution awarding a construction contract to Benchmark Construction of NWA, Inc. for \$335,230.42 for installation of a concrete pad and associated work at the City of Fayetteville Solid Waste and Recycling Facility, per Bid #12-65, approving a project contingency of \$33,523.04 (approximately 10%), and approving a budget adjustment.

**BACKGROUND**

The City's compost facility has an EPA/ADEQ stormwater management permit which requires that stormwater be contained and controlled so as to prevent the stormwater from running off into the White River, roughly 85 feet away. To better control the stormwater while continuing operations, we have embarked on a three phased project to construct concrete slabs where we actually process the compost and to line the site detention pond. In addition, the new concrete pad will improve operating efficiency by allowing the compost rows to be turned when needed and not be limited to only turning during dry weather conditions. The ponding of water at the site limits the ability to turn the rows due to equipment getting stuck and can also result in violations during inspections by ADEQ for having standing water on site. The second phase is to be completed in September 2012.

**DISCUSSION**

This contract is to construct phase 3 of the project which consists of the south pad of the operating face of the compost facility and to finish the existing detention pond. To keep costs to a minimum, all engineering, design and inspection is being conducted internally by the Engineering and Utilities Staff. This project has been approved to be funded in the 2013 CIP package and is moving forward early to reduce anticipated costs with mobilization on the south pad. The City received 5 bids on August 17, 2012. Staff recommends authorization of contract to Benchmark Construction of NWA, Inc. Construction will continue upon City Council approval.

Contractor	Bid
Benchmark Construction of NWA, Inc.	\$335,230.42
Broadway Contracting, LLC.	\$386,025.18
Crossland Heavy Contractors	\$393,115.10
Oelke Construction Company	\$348,000.00
SSI Design & Build Contractors	\$352,794.31
<b>Engineer's Estimate</b>	<b>\$ 444,520.00</b>

**BUDGET IMPACT**

Funds have been appropriated in the Solid Waste capital budget, project 10002 for 2013. The 2013 capital project budget will be reduced by the amount requested from 2012 reserves.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #12-65 AND AUTHORIZING A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$335,230.42 FOR INSTALLATION OF A CONCRETE PAD AND ASSOCIATED WORK AT THE CITY SOLID WASTE AND RECYCLING FACILITY, APPROVING A PROJECT CONTINGENCY OF \$33,523.04, AND APPROVING A BUDGET ADJUSTMENT

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-65 and authorizes a contract with Benchmark Construction of NWA, Inc. in the amount of \$335,230.42 for installation of a concrete pad and associated work at the City solid waste and recycling facility, and further approves a project contingency of \$33,523.04.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 4<sup>th</sup> day of September, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**City of Fayetteville, Arkansas  
Budget Adjustment Form**

A. 6 V12.0724  
Bid #12-65 Benchmark  
Construction of NWA, Inc.  
Page 4 of 20

<b>Budget Year</b> 2012	Division: Solid Waste & Recycling Department: Transportation Services	<b>Request Date</b> 9/4/2012	<b>Adjustment Number</b>
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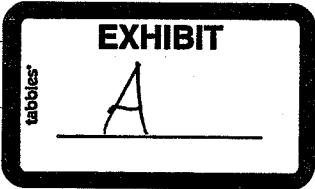
**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

Funding is requested in the Solid Waste Compost Site Slab Expansion project in order to award Bid 12-65 and proceed with Phase 2 of the Concrete Pad Construction and Installation.

<i>Troy Gully</i> Division Head	8-17-12 Date	Prepared By: Brian Pugh		
<i>[Signature]</i> Budget Director	8-20-2012 Date	Reference:	ggundlach	
<i>Troy Gully</i> Department Director	8-17-12 Date	Type:	A	B
<i>Marsha Hentweck</i> Finance Director	8/20/12 Date	General Ledger Date	C	<u>D</u>
<i>Jim Man</i> Chief of Staff	8/21/12 Date	Posted to General Ledger	E	P
<i>Donald Jordan</i> Mayor	8/22/12 Date	Checked / Verified	Initial	Date

**TOTAL BUDGET ADJUSTMENT**

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Solid Waste improvements	5500.5080.5816.00	368,754		10002 . 1
Use of fund balance	5500.0950.4999.99		368,754	.





BID: 12-65  
DATE: 08/17/12  
TIME: 2:00 PM  
CITY OF FAYETTEVILLE

## Bid 12-65, Construction - Installation of Solid Waste Concrete Pad, Phase 2

BIDDER	TOTAL COST
1 Benchmark Construction of NWA, Inc.	\$335,230.42
2 Broadway Contracting, LLC.	\$386,025.18
3 Crossland Heavy Contractors, Inc.	\$393,115.10
4 Oelke Construction Company, Inc.	\$348,000.00
5 SSI, Incorporated of N. W. Arkansas	\$352,794.31

\*NOTICE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

CERTIFIED:

P. VICE, PURCH MGR

WITNESS

08/17/12  
DATE

City of Fayetteville  
Bid 12-65, Construction – Installation of Concrete Pad, Phase 2  
Contract – Between City and Contractor

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This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Fayetteville, Arkansas, and Benchmark Construction of NWA, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Benchmark Construction of NWA, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-65 as stated in Benchmark Construction of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-65, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Benchmark Construction of NWA, Inc. based on their bid proposal in an amount not to exceed \$335,230.42. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Benchmark Construction of NWA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 12-65 with the specifications and conditions typed thereon.
  - B. Benchmark Construction of NWA, Inc. bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Benchmark Construction of NWA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Benchmark Construction of NWA, Inc.
5. Benchmark Construction of NWA, Inc. shall not assign its duties under the terms of this agreement.
6. Benchmark Construction of NWA, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Benchmark Construction of NWA, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Benchmark Construction of NWA, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Benchmark Construction of NWA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

Bodily Injury Liability \$500,000 for each person injured.  
\$1,000,000 for each accident.  
  
Property Damage Liability \$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Benchmark Construction of NWA, Inc..

- 8. Benchmark Construction of NWA, Inc. to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or Benchmark Construction of NWA, Inc. with 10 days written notice.
- 10. Freedom of Information Act: City of Fayetteville 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 photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 11. Changes in Scope or Price: 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.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

CITY OF FAYETTEVILLE,  
FAYETTEVILLE, ARKANSAS

\_\_\_\_\_  
LIONELD JORDAN, Mayor

Attest:

\_\_\_\_\_  
Sondra Smith, City Clerk

BENCHMARK CONSTRUCTION OF NWA, INC

Stephen Smith  
CONTRACTOR REPRESENTATIVE

BY STEPHEN SMITH, CEO  
NAME AND TITLE

ATTEST:

Been Pelf

113 W. Mountain  
BUSINESS ADDRESS



THE CITY OF FAYETTEVILLE, ARKANSAS

[www.accessfayetteville.org](http://www.accessfayetteville.org)

**CITY OF FAYETTEVILLE  
INVITATION TO BID  
BID 12-65, Construction – Installation of Concrete Pad, Phase 2**

The City of Fayetteville is accepting bids from properly licensed firms for the construction of large concrete pad and other associated work at the City of Fayetteville Solid Waste and Recycling Facility, 1560 S. Happy Hollow Rd. in Fayetteville, Arkansas. Questions should be addressed to Andrea Foren, Purchasing Agent at [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled "Bid 12-65, Construction – Installation of Concrete Pad, Phase 2". All bids shall be received before **Friday, August 17, 2012 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville  
Purchasing Division – Room 306  
113 West Mountain Street  
Fayetteville, AR 72701

**PRE-BID MEETING:** A non-mandatory pre-bid conference will be held on **Friday, August 10, 2012, 10:00 AM** at the jobsite, located at 1560 S. Happy Hollow Rd. All interested parties are strongly encouraged to attend the meeting.

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Rasco, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid shall be accompanied by a certified check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor shall be paid with a contract awarded amount of \$75,000.00 or more.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPB, CPPO  
City Purchasing Agent  
Ad dates: 08/03/12 and 08/10/12





- 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.
- M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
- N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Bid Price:

Item #	Description	Unit of Measure	Estimated Quantity		Unit Price	Total
1	Mobilization - shall not exceed 5% of total bid	Lump Sum	1	x	\$ 2,660 <sup>00</sup>	= \$ 2,660 <sup>00</sup>
2	Insurance & Bonds	Lump Sum	1	x	\$ 5,670 <sup>00</sup>	= \$ 5,670 <sup>00</sup>
3	8" Concrete Pavement	SY	6,964	x	\$ 28 <sup>90</sup>	= \$ 201,259 <sup>60</sup>
4	6" Concrete Pavement	SY	420	x	\$ 26 <sup>50</sup>	= \$ 11,130 <sup>00</sup>
5	Curb & Gutter	LF	658	x	\$ 11 <sup>43</sup>	= \$ 7,520 <sup>94</sup>
6	4" Class 7Base	SY	7,510	x	\$ 3 <sup>62</sup>	= \$ 27,186 <sup>20</sup>
7	Hillside Embankment	<sup>CY</sup> SY	4,727	x	\$ 9 <sup>84</sup>	= \$ 46,513 <sup>68</sup>
8	Excavation and Grading	Lump Sum	1	x	\$ 29,590 <sup>00</sup>	= \$ 29,590 <sup>00</sup>
9	Erosion Control Measures	Lump Sum	1	x	\$ 3,700	= \$ 3,700 <sup>00</sup>
<b>TOTAL BASE BID</b>						<b>\$ 335,230<sup>42</sup></b>
Name of Contractor: <u>BENCHMARK</u>						

Section 5 – Contract Times:

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

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 6 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

STEVE SMITH  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone No. 251-1316

FAX No. 251-1319

Section 7 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 17 Date of AUGUST, 20 12

Arkansas State Contractor License No. 0033500413

If Bidder is:

**OPTION 1: An Individual**

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

By: \_\_\_\_\_ (SEAL)

(Individual's Signature)

Doing business as: \_\_\_\_\_

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

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

**OPTION 2: A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

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

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

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

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

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

**OPTION 3: A Corporation BENCHMARK CONST OF NWA, INC.**

Corporation Name: BENCHMARK CONST OF NWA, INC. (SEAL)

Date of Incorporation: 1976, JUNE

Type (General Business, Professional, Service, Limited Liability): GENERAL CONTRACTOR

By: Stephen Smith, CEO

(Signature – attach evidence of authority to sign)

Name (type or printed): STEPHEN SMITH

Title: CEO

(CORPORATE SEAL)

Business address: 333 W. POPLAR ST, STE A

Phone No.: 251-1316 FAX No.: 251-1319



Brown • Hiller • Clark & Associates

5500 Euper Lane  
PO Box 3529  
Ft. Smith, AR 72913 (479) 452-4000  
www.bhca.com

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

**Benchmark Construction of NWA, Inc.**  
**333 West Poplar, Ste A**  
**Fayetteville, AR 72703**

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

**Westfield Insurance Company**  
**P. O. Box 5001**  
**Westfield Center, OH 44251-5001**

a corporation duly organized under the laws of the State of Ohio  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

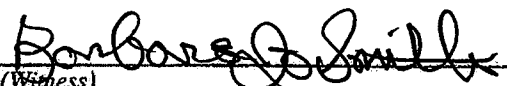
**City of Fayetteville**  
**113 W. Mountain Street**  
**Fayetteville, AR 72701**

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**  
Dollars (\$ **5%** ), 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 **City Of Fayetteville Concrete Pad Installation-Phase 2**  
(Here insert full name, address and description of project)

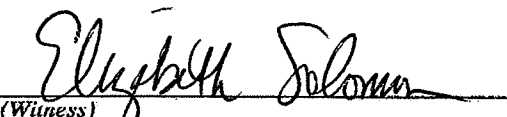
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof 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.

Signed and sealed this **17th** day of **August** **2012**

  
(Witness)

**Benchmark Construction of NWA, Inc.**  
(Principal) (Seal)

  
(Title) **CEO**

  
(Witness)

**Westfield Insurance Company**  
(Surety)

  
(Title) (Seal)

**Scott R. Clark, Attorney-in-Fact**

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, JOINTLY OR SEVERALLY**

of FORT SMITH and State of AR its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

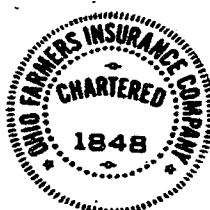
"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 23rd day of JULY A.D., 2012 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

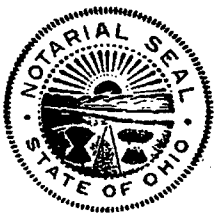
By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 23rd day of JULY A.D., 2012 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*

William J. Kahelin, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of August, A.D., 2012



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary



## Project Check List

### Bid 12-65, Construction – Installation of Concrete Pad, Phase 2

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
  - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates) from a bank located in the State of Arkansas. Cashiers checks shall be made payable to the City of Fayetteville, AR.
- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- All bidders shall submit the following forms with each bid: Bid Form, any Addenda, Vendor References, Debarment Certification Form, & Statement of Disclosure.
- All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR  
Purchasing Division – Suite 306  
113 W. Mountain  
Fayetteville, AR 72702

CONTRACTOR NAME: BENCHMARK CONST

ARKANSAS CONTRACTORS LICENSE NUMBER: 0033500413

# Bid 12-65, Addendum 1



**Date:** Monday, August 13, 2012

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO, 479.575.8220, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 12-65, Construction – Installation of Concrete Pad, Phase 2

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. **Bidders shall indicate their receipt of same in the appropriate blank of the Bid Form.** Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

- 1.) All references to hillside embankment shall have a quantity of 4,727 with the corrected quantity measurement of **cubic yards**.
  - a. **Bid form, line item 7 quantity measurement shall be cubic yards.**
  - b. The bid form will not be re-issued; however, bidders are welcome to note the change on the bid form in writing.
- 2.) The curb and gutter can be placed integral with the concrete slab with no dowel bar reinforcement.
- 3.) Constructing a 2' tall by 3' wide mulch berm will be a sufficient substitution for the silt fence. If this option is used contractors shall purchase all mulch material from the City of Fayetteville Solid Waste & Recycling Division.
- 4.) Pre-Bid meeting sign in sheet is attached and made part of this addendum for reference.
- 5.) The City anticipates issuing a Notice to Proceed the second or third week of September.

✓  
ack  
Bench Mark



City of Fayetteville  
Bid 12-65, Construction – Installation of Concrete Pad, Phase 2  
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: BENCHMARK CONST OF NWA, INC.

BUSINESS ADDRESS: 333 W. POPLAR ST, STE A

NUMBER OF YEARS IN BUSINESS: 37 HOW LONG IN PRESENT LOCATION: 7

TOTAL NUMBER OF CURRENT EMPLOYEES: 15 FULL TIME ~~1~~ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 5 FULL TIME PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. CITY OF FAYETTEVILLE

COMPANY NAME

113 W. MOUNTAIN FAYETTEVILLE, AR  
CITY, STATE, ZIP

ANDREA FOREN  
CONTACT PERSON

575-8220  
TELEPHONE

CURRENT  
DATE COMPLETED

AFOREN@CI.FAYETTEVILLE.AR.US  
E-MAIL ADDRESS

2. HIGHLANDS ONCOLOGY

COMPANY NAME

FAYETTEVILLE, AR 72701  
CITY, STATE, ZIP

KATHEE PARKER  
CONTACT PERSON

587-1700  
TELEPHONE

JULY 2009  
DATE COMPLETED

KPARKER@HOBSON.COM  
E-MAIL ADDRESS

3. UNIVERSITY OF ARKANSAS

COMPANY NAME

FAYETTEVILLE, AR 72703  
CITY, STATE, ZIP

BOB BEELER  
CONTACT PERSON

575-5050  
TELEPHONE

JUNE 2011  
DATE COMPLETED

RWBEELE@UARK.EDU  
E-MAIL ADDRESS

4. CITY OF SPRINGDALE

COMPANY NAME

SPRINGDALE, AR 72764  
CITY, STATE, ZIP

WYMAN MORGAN  
CONTACT PERSON

780-8559  
TELEPHONE

~~W~~ JULY 2012  
DATE COMPLETED

WMORGAN@SPRINGDALE-600.  
E-MAIL ADDRESS

City of Fayetteville  
Bid 12-65, Construction – Installation of Concrete Pad, Phase 2  
Debarment Certification Form – **THIS FORM SHOULD BE SUBMITTED WITH ALL BIDS**

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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.

Debarment:

**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.**

Your signature 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.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: BENCHMARK CONST OF NWA, INC


COMPANY: STEPHEN SMITH

PHYSICAL ADDRESS: 333 W. POPLAR ST, STE A

MAILING ADDRESS: ↑

PHONE: 251-1316 FAX: 251-1319

EMAIL: BENCHMARK CONST @ ATT. NET

SIGNATURE: 

DATE: 8/17/12

**NOTICE:**

**CAUSE:** Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

**TREATMENT:** Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

City of Fayetteville  
Bid 12-65, Construction – Installation of Concrete Pad, Phase 2  
Statement of Disclosure – To Be Submitted With ALL Bids

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**This page does not count towards page limitations set forth in this request for proposal or bid.**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must 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, to your knowledge, 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. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain)

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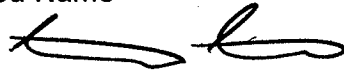
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**PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:**

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

STEPHEN SMITH  
Printed Name

  
Signature

8/17/12  
Date

