

City of Fayetteville Staff Review Form

2014-0355

Legistar File ID

8/19/2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

7/31/2014

Fire /
 Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution awarding Bid 14-43 for Fire Station #1 Driveway Replacement from the vendor Benchmark Construction in the amount of \$42,879.48 and approving a 20% contingency of \$8,575.90

Budget Impact:

4470.9470.5400.00

Sales Tax Capital Improvements

Account Number

Fund

02006.1

Fire Facility Maintenance

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 178,530.00

Funds Obligated \$ 18,003.43

Current Balance **\$ 160,526.57**

Does item have a cost? Yes

Item Cost \$ 42,879.48

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget **\$ 117,647.09**

V20140610

Previous Ordinance or Resolution # _____

ENTERED
 8-1-14 *AM*

Original Contract Number: _____

Approval Date: _____

Comments:

8/11/14

ENTERED
 8/11/14

Paul A. Beecher 8-1-2014

[Signature]

Don Man 8-1-14

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 19, 2014

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: July 31, 2014

SUBJECT: Council approval of a resolution awarding Bid 14-43 for Fire Station #1 Driveway Replacement from the vendor Benchmark Construction in the amount of \$42,879.48 and approving a 20% contingency of \$8,575.90

RECOMMENDATION:

Staff recommends a resolution awarding Bid 14-43 for Fire Station #1 Driveway Replacement from the vendor Benchmark Construction in the amount of \$42,879.48 and approving a 20% contingency of \$8,575.90

DISCUSSION:

The Fayetteville Fire Department Station #1 driveway is the original driveway from 1964. It is in definite need of replacement with the wear and tear from apparatus and usage over the past 50 years.

BUDGET/STAFF IMPACT:

The finances required for this project are already budgeted in the Fire Sales Tax Capital Project: Fire Facility Maintenance.

Attachments:

Final Bid Tabulations and Purchase Order Request

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #14-43 AND AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$42,879.48 FOR REPLACEMENT OF THE DRIVEWAY AT FIRE STATION NO. 1, AND TO APPROVE A PROJECT CONTINGENCY OF \$8,575.90

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 #14-43, authorizes the Mayor to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$42,879.48 for replacement of the driveway at Fire Station No. 1, and further approves a project contingency in the amount of \$8,575.90.

PASSED and APPROVED this 19th day of August, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.: _____ Date: **7/31/2014**

P.O Number: _____

Legistar#: **2014-0355**

Mail Yes No

Expected Delivery Date: _____

Taxable Yes No

Quotes Attached Yes No

Extension: **7613**

Requester's Employee #: **3806**

Zip Code: **72703** Ship to code: _____

Requester: **Granville Wynn**

City: **Fayetteville** State: **AR**

Address: **333 W. Poplar Suite A**

Vendor #: **68230** Vendor Name: **Benchmark Construction**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project Sub#	Inventory #	Fixed Asset #
1	Concrete Driveway at Station #1	1			\$42,879.48	4470.9470.5400.00	02006.1		
2									
3									
4									
5									
6									
7									
8									
9									
10									
*	Shipping/Handling		Lot						

Special Instructions: _____

Subtotal: **\$42,879.48**

Tax: _____

Total: **\$42,879.48**

Approvals:

Mayor: _____ Department Director: _____

Chief Financial Officer: _____ Budget Director: _____

Dispatch Manager: _____ Utilities Manager: _____

IT Director: _____

Purchasing Manager: _____



City of Fayetteville, AR
Bid 14-43, Construction – Fire Station Driveway Replacement
Vendor: Benchmark Construction of NWA, Inc.
Terms: Single Project

This contract executed this ____ day of _____, 2014, 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 14-43 as stated in Benchmark Construction of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 14-43, 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 \$42,879.48. 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 14-43 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 30 days written notice.
- 10. This project shall be completed within 30 calendar days from issue date of Notice to Proceed.
- 11. Liquidated Damages: N/A
- 12. 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.
- 13. 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 _____, 2014.

Benchmark Construction of NWA, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: Stephen Smith
Signature

By: _____
LIONELD JORDAN, Mayor

STEPHEN SMITH, CEO
Printed Contractor Name & Title

Roger Row
ATTEST (Signature)

ATTEST: (Signature)

N/A
Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address
333 W. DDALAR ST, STE A
City, State & Zip Code FAYETTEVILLE, AR 72703

Date Signed: 8/1/14

Date Signed: _____



City of Fayetteville, Arkansas
 Purchasing Division
OFFICIAL BID TABULATION
 Bid 14-43, Const. - Fire Station Driveway Replacement
 Thursday, July 31, 2014 4:00 PM

Item#	Description	Unit of Measure	Estimated Quantity	Benchmark Construction		Goodwin & Goodwin		LJB Construction Inc	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization - Shall not exceed 5% of the total base bid	LS	1	\$ 1,310.00	\$ 1,310.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
2	Insurance & Bonds	LS	1	\$ 1,480.00	\$ 1,480.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
3	6" (inch) Concrete Driveway	SY	832	\$ 30.55	\$ 25,417.60	\$ 55.00	\$ 45,760.00	\$ 47.66	\$ 39,653.12
4	Concrete Curb and Gutter	LF	79	\$ 11.00	\$ 869.00	\$ 18.00	\$ 1,422.00	\$ 20.00	\$ 1,580.00
5	Removal of Existing Pavement	SY	832	\$ 13.00	\$ 10,816.00	\$ 15.00	\$ 12,480.00	\$ 13.50	\$ 11,232.00
6	Subgrade Preparation	SY	832	\$ 3.59	\$ 2,986.88	\$ 12.00	\$ 9,984.00	\$ 2.00	\$ 1,664.00
TOTAL BASE BID (Sum of calculated item 1-6):				\$	42,879.48	\$	74,146.00	\$	57,629.12

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

CERTIFIED: *Audrea Foren*
 A. Foren, CPPC, CPPB, Purchasing Agent

Caroly Reef
 Witness

7/31/14
 Date

City of Fayetteville
Bid 14-43, Construction – Fire Station Driveway Replacement
Bid Form

Contract Name: Bid 14-43, Construction – Fire Station Driveway Replacement
Bid Number 14-43

BID TO:

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

BID FROM:

Bidder: BENCHMARK CONST OF NWA, INC.
333 W. POPLAR ST, STE A
FAYETTEVILLE, AR 72703

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville 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.

Section 2 – Terms & Conditions:

2. 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 180 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 City's Notice of Award.

Section 3 – Bidder's Representations:

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

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

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>7/30/14</u>
_____	_____
_____	_____

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.

CITY OF



Project Check List

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 from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). 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 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 Contractor's License Number.

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

CONTRACTOR NAME: BENCHMARK CONST

ARKANSAS CONTRACTORS LICENSE NUMBER: 0033500415

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 City 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 City 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 City.

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 – Price:

Item #	Description	Unit of Measure	Estimated Quantity		Unit Price	Total Line Item Price
1	MOBILIZATION - SHALL NOT EXCEED 5% OF THE TOTAL BASE BID	LS	1	X	\$ 4,310 ⁰⁰	\$ 1,310 ⁰⁰
2	INSURANCE & BONDS	LS	1	X	\$ 1,480 ⁰⁰	\$ 1,480 ⁰⁰
3	6" CONCRETE DRIVEWAY	SY	832	X	30.35 30.35	25,417.60 25,417.60
4	CONCRETE CURB AND GUTTER	LF	79	X	\$ 11 ⁰⁰	\$ 869 ⁰⁰
5	REMOVAL OF EXISTING PAVEMENT	SY	832	X	\$ 13 ⁰⁰	\$ 10,816 ⁰⁰
6	SUBGRADE PREPARATION	SY	832	X	\$ 359	\$ 2,986 ⁰⁰
TOTAL BASE BID (Sum of calculated Item 1-6):						\$ 42,879 ⁴⁸

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Section 6 – 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 bid documents.

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 bid document.

Section 7 – Debarment:

A.) As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

- a. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual

awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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

Section 8 – Communications:

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

STEVE SMITH

Phone No. 871-2082

FAX No. 251-1319

Section 9 – SIGNATURE:

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

SUBMITTED on this 31ST Date of JULY, 2014

Arkansas State Contractor License No. 0033800415

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: _____ (SEAL)

Date of Incorporation: 2006

Type (General Business, Professional, Service, Limited Liability): G.I.C.

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
FAYETTEVILLE, AR 72703

Phone No.: 871-2082 FAX No.: 251-1319

City of Fayetteville
Bid 13-23, Construction – Hangar A Renovation Re-Bid
Vendor References

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

COMPANY NAME: BENCHMARK CONST OF MWA, INC
BUSINESS ADDRESS: 333 W. DOPLAR ST, STE A
NUMBER OF YEARS IN BUSINESS: 38 HOW LONG IN PRESENT LOCATION: 7
TOTAL NUMBER OF CURRENT EMPLOYEES: 12 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 4 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 FAY
COMPANY NAME
FAY, AR 72701
CITY, STATE, ZIP
ANDREA FOREN
CONTACT PERSON
575-8220
TELEPHONE
01/13
DATE COMPLETED
AFOREN@CI.FAYETTEVILLE.AR.US
E-MAIL ADDRESS

2. UNIV OF ARK
COMPANY NAME
FAY AR 72701
CITY, STATE, ZIP
BOB BEELE
CONTACT PERSON
575-5050
TELEPHONE
6/11
DATE COMPLETED
RWBEELE@UARK.EDU
E-MAIL ADDRESS

3. CITY OF SPRINGDALE
COMPANY NAME
SPR, AR 72764
CITY, STATE, ZIP
WYMON MORGAN
CONTACT PERSON
750-8114
TELEPHONE
3/12
DATE COMPLETED
WMORGAN@SPRINGDALE.AR.GOV
E-MAIL ADDRESS

4. HIGHLAND ONCOLOGY GROUP
COMPANY NAME
FAY, AR
CITY, STATE, ZIP
KATHEY ~~PARKER~~ RHODES
CONTACT PERSON
587-1700
TELEPHONE
6/12
DATE COMPLETED
KRHODES@HOBONE.COM
E-MAIL ADDRESS



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)

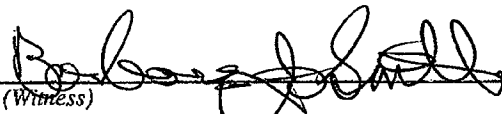
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

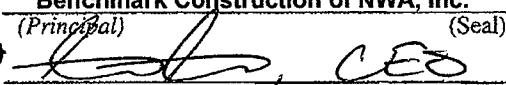
as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

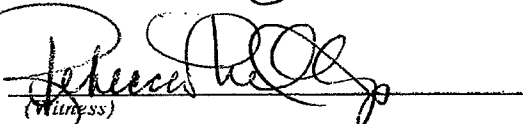
WHEREAS, the Principal has submitted a bid for **Fire Station Driveway Replacement**
(Here insert full name, address and description of project)

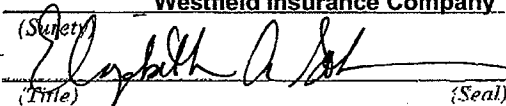
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 **30th** day of **July** **2014**


(Witness)

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


(Witness)

Westfield Insurance Company
(Surety)  *(Seal)*
(Title)
Elizabeth A. Solomon, 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, SARAH K. DAY, 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 17th day of MAY A.D., 2013 .

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 17th day of MAY A.D., 2013 , 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 30th day of

July, A.D., 2014



Frank A. Carrino
Frank A. Carrino, Secretary