

City of Fayetteville Staff Review Form

2015-0165

Legistar File ID

4/7/2015

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

Chris Brown

3/16/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$1,014,576.50 with Crossland Heavy Contractors for the construction of the Upper Scull Creek Drainage Improvement Project, approve a project contingency of \$152,185 (15%), and approve a Budget Adjustment.

Budget Impact:

4470.9470.5817.00	4470 - Sales Tax Capital Improvements																																			
Account Number	Fund																																			
02108.902	Upper Scull Creek Drainage																																			
Project Number	Project Title																																			
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">Budgeted Item?</td> <td style="width: 15%;"><u>Yes</u></td> <td style="width: 30%;"></td> <td style="width: 15%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td></td> <td></td> <td>Current Budget</td> <td>\$</td> <td align="right">1,074,229.00</td> </tr> <tr> <td></td> <td></td> <td>Funds Obligated</td> <td>\$</td> <td align="right">18,476.83</td> </tr> <tr> <td></td> <td></td> <td>Current Balance</td> <td>\$</td> <td align="right">1,055,752.17</td> </tr> </table>	Budgeted Item?	<u>Yes</u>						Current Budget	\$	1,074,229.00			Funds Obligated	\$	18,476.83			Current Balance	\$	1,055,752.17	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 30%;">Item Cost</td> <td>\$</td> <td align="right">1,166,761.50</td> </tr> <tr> <td>Does item have a cost?</td> <td><u>Yes</u></td> <td>Budget Adjustment</td> <td>\$</td> <td align="right">118,762.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td><u>Yes</u></td> <td>Remaining Budget</td> <td>\$</td> <td align="right">7,752.67</td> </tr> </table>			Item Cost	\$	1,166,761.50	Does item have a cost?	<u>Yes</u>	Budget Adjustment	\$	118,762.00	Budget Adjustment Attached?	<u>Yes</u>	Remaining Budget	\$	7,752.67
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V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments: Item cost reflects contract amount of \$1,014,576.50 plus a contingency of \$152,185.00 for a total item cost of \$1,166,761.50.

MEETING OF APRIL 7, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: March 20, 2015

SUBJECT: **Approval of a contract in the amount of \$1,014,576.50 with Crossland Heavy Contractors for the construction of the Upper Scull Creek Drainage Improvement Project, approve a project contingency of \$152,185 (15%), and a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$1,014,576.50 to Crossland Heavy Contractors for the construction of the Upper Scull Creek Drainage Improvement Project, approval of a project contingency of \$152,185 (15%), and approval of the attached Budget Adjustment.

BACKGROUND:

In 2008, the City hired McClelland Consulting Engineers to perform a study of the drainage problems for the Upper Scull Creek basin. This includes the area bounded by College Ave. on the west, Lafayette St. on the south, Mission Blvd. on the east and Rebecca St. on the north. The drainage infrastructure in this area is very old and in poor condition. In several cases, the storm sewer is located underneath homes. The culverts are all under-sized with very few access points for maintenance. During heavy storm events, portions of the streets, many yards and some basements are flooded.

The McClelland study included several recommendations for storm sewer improvements to alleviate the flooding problems. Using these recommendations, City engineering staff developed designs for the improvements that would provide the most benefit to the properties in this neighborhood. This construction contract is for the largest and the highest priority project from the drainage study.

DISCUSSION:

On March 13, the City received five (5) construction bids ranging from a low of \$1,014,576.50 to a high of \$1,511,565.50. Crossland Heavy Contractors submitted the low bid which was approximately 16% below the Engineer's Estimate of \$1,207,612.50. Engineering staff

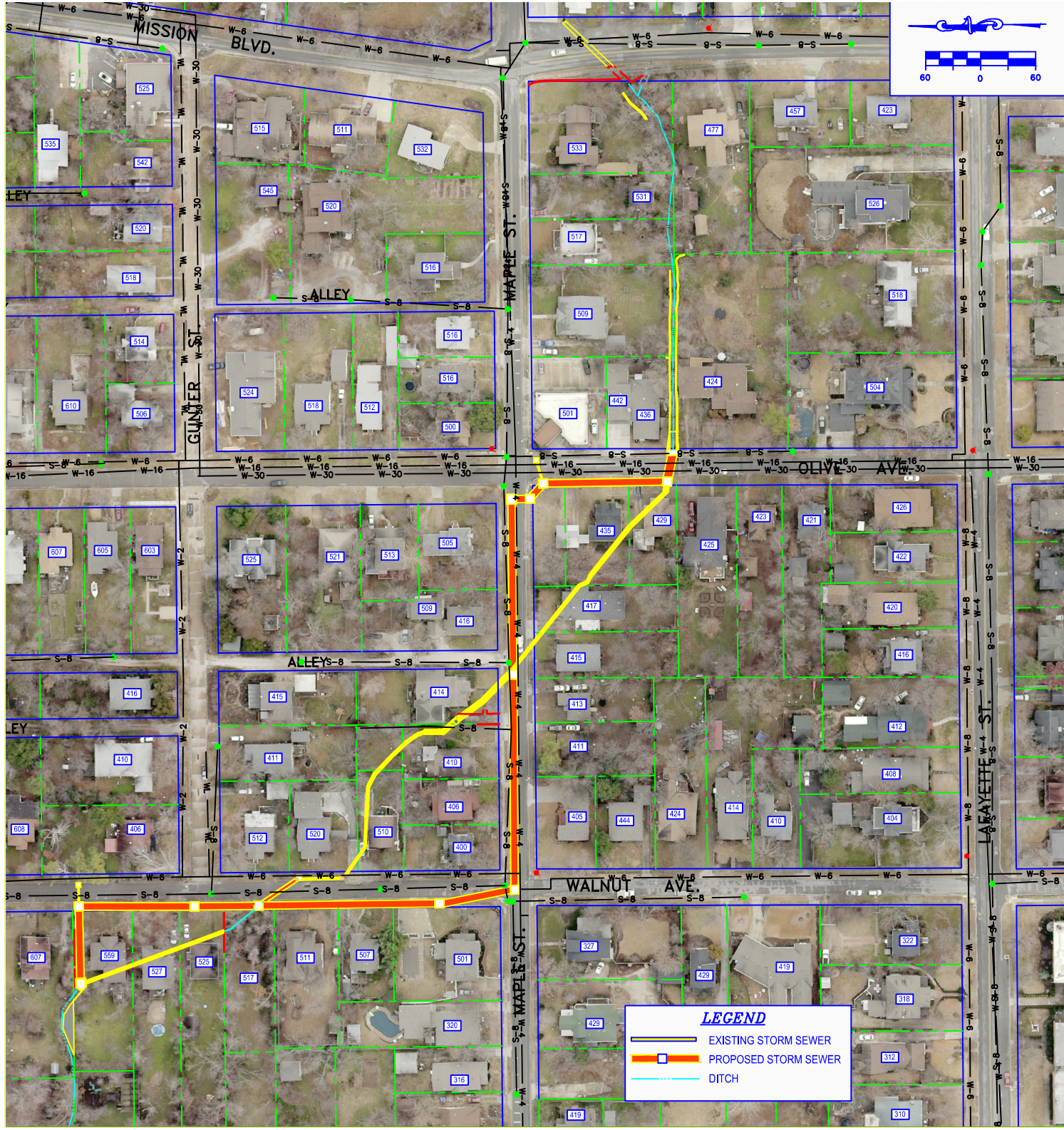
recommend awarding this contract to Crossland Heavy Contractors. The contract time is 365 days (12 months) for substantial completion.

BUDGET/STAFF IMPACT:

The City has accumulated \$1,055,752.17 for drainage projects over the past several years. These funds plus an additional \$118,762.00 from the Street ROW/Intersection/Cost Sharing fund is recommended for the funding of this project. This budget adjustment is recommended due to the amount of street work that is associated with this project. This project includes the replacement of curb and gutter and sidewalks that are older and in poor condition. Maple Street will also be receiving a 2" asphalt overlay between Walnut and Olive.

Attachments:

Exhibit
Bid Tab
Section 0500 Agreement
Section 0400 Bid Form
Budget Adjustment
Purchase Order Request



SURVEYED BY: DVD/JAP
 DRAWN BY: JTS
 DESIGNED BY: MC
 FILE NAME: USC Exhibit.dwg

UPPER SCULL CREEK DRAINAGE IMPROVEMENTS

ENGINEERING DIVISION
 113 W. MOUNTAIN STREET
 PHONE NO. (479) 575-5208
 FAX NO. (479) 575-5202



DATE: March 20, 2015
 SHEET: **1**
 PROJECT: UPPER SCULL CREEK



City of Fayetteville, Arkansas
Purchasing Division

OFFICIAL BID TABULATION

Bid 15-23, Construction - Upper Scull Creek Drainage Improvement

Friday, March 13, 2015, before 2:00 PM, Local Time

				ARCO Excavation & Paving Inc		Brothers Construction Inc		Crossland Heavy Contractors		Nabholz Construction Corp		Sweetser Construction Inc	
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT	TOTAL	PRICE PER UNIT	TOTAL	PRICE PER UNIT	TOTAL	PRICE PER UNIT	TOTAL	PRICE PER UNIT	TOTAL
1	Trench and Excavation Systems	1	LS	x \$ 14,168.00 = \$ 14,168.00	x \$ 50,000.00 = \$ 50,000.00	x \$ 100.00 = \$ 100.00	x \$ 35,750.00 = \$ 35,750.00	x \$ 8,000.00 = \$ 8,000.00					
2	Traffic Control & Maintenance	1	LS	x \$ 14,840.00 = \$ 14,840.00	x \$ 50,000.00 = \$ 50,000.00	x \$ 8,800.00 = \$ 8,800.00	x \$ 27,000.00 = \$ 27,000.00	x \$ 38,000.00 = \$ 38,000.00					
3	Mobilization (Not to Exceed 5% of total bid)	1	LS	x \$ 54,824.00 = \$ 54,824.00	x \$ 70,000.00 = \$ 70,000.00	x \$ 20,300.00 = \$ 20,300.00	x \$ 74,000.00 = \$ 74,000.00	x \$ 44,000.00 = \$ 44,000.00					
4	Clearing, Grubbing, and Demolition	1	LS	x \$ 23,520.00 = \$ 23,520.00	x \$ 45,000.00 = \$ 45,000.00	x \$ 19,000.00 = \$ 19,000.00	x \$ 66,600.00 = \$ 66,600.00	x \$ 48,500.00 = \$ 48,500.00					
5	18" Reinforced Concrete Pipe	71	LF	x \$ 59.47 = \$ 4,222.37	x \$ 100.00 = \$ 7,100.00	x \$ 94.00 = \$ 6,674.00	x \$ 122.00 = \$ 8,662.00	x \$ 54.00 = \$ 3,834.00					
6	24" Reinforced Concrete Pipe	31	LF	x \$ 76.16 = \$ 2,360.96	x \$ 140.00 = \$ 4,340.00	x \$ 141.00 = \$ 4,371.00	x \$ 150.00 = \$ 4,650.00	x \$ 80.50 = \$ 2,495.50					
7	8' x 4' Reinforced Concrete Box Culvert	1,101	LF	x \$ 593.60 = \$ 653,553.60	x \$ 646.00 = \$ 711,246.00	x \$ 533.00 = \$ 586,833.00	x \$ 855.00 = \$ 941,355.00	x \$ 815.00 = \$ 897,315.00					
8	Cast in Place Retaining Wall at Structure B1	1	LS	x \$ 11,200.00 = \$ 11,200.00	x \$ 25,000.00 = \$ 25,000.00	x \$ 3,700.00 = \$ 3,700.00	x \$ 12,750.00 = \$ 12,750.00	x \$ 33,000.00 = \$ 33,000.00					
9	Wingwalls & Appurtenances at Structure B11	1	LS	x \$ 9,352.00 = \$ 9,352.00	x \$ 20,000.00 = \$ 20,000.00	x \$ 11,000.00 = \$ 11,000.00	x \$ 7,800.00 = \$ 7,800.00	x \$ 8,625.00 = \$ 8,625.00					
10	Concrete Ditch Paving	100	SY	x \$ 56.67 = \$ 5,667.00	x \$ 75.00 = \$ 7,500.00	x \$ 64.00 = \$ 6,400.00	x \$ 88.00 = \$ 8,800.00	x \$ 55.00 = \$ 5,500.00					
11	4' x 4' Drop Inlet (Type C or MO)	3	EA	x \$ 3,304.00 = \$ 9,912.00	x \$ 4,000.00 = \$ 12,000.00	x \$ 3,800.00 = \$ 11,400.00	x \$ 2,700.00 = \$ 8,100.00	x \$ 3,200.00 = \$ 9,600.00					
12	4' x 4' Grate Inlet (Type C or MO)	2	EA	x \$ 3,119.20 = \$ 6,238.40	x \$ 5,000.00 = \$ 10,000.00	x \$ 6,000.00 = \$ 12,000.00	x \$ 3,830.00 = \$ 7,660.00	x \$ 4,400.00 = \$ 8,800.00					
13	6' x 6' Drop Inlet (Type C or MO)	1	EA	x \$ 5,068.00 = \$ 5,068.00	x \$ 7,000.00 = \$ 7,000.00	x \$ 5,700.00 = \$ 5,700.00	x \$ 3,850.00 = \$ 3,850.00	x \$ 4,500.00 = \$ 4,500.00					
14	Junction Box B1	1	LS	x \$ 10,528.00 = \$ 10,528.00	x \$ 15,000.00 = \$ 15,000.00	x \$ 11,000.00 = \$ 11,000.00	x \$ 5,100.00 = \$ 5,100.00	x \$ 14,400.00 = \$ 14,400.00					
15	9' x 9' Drop Inlet	6	EA	x \$ 11,200.00 = \$ 67,200.00	x \$ 10,000.00 = \$ 60,000.00	x \$ 12,500.00 = \$ 75,000.00	x \$ 5,500.00 = \$ 33,000.00	x \$ 14,000.00 = \$ 84,000.00					
16	9' x 9' Junction Box	1	EA	x \$ 9,352.00 = \$ 9,352.00	x \$ 10,000.00 = \$ 10,000.00	x \$ 12,500.00 = \$ 12,500.00	x \$ 4,900.00 = \$ 4,900.00	x \$ 12,500.00 = \$ 12,500.00					
17	9' x 9' Grate Inlet	2	EA	x \$ 14,224.00 = \$ 28,448.00	x \$ 11,500.00 = \$ 23,000.00	x \$ 13,200.00 = \$ 26,400.00	x \$ 7,340.00 = \$ 14,680.00	x \$ 15,000.00 = \$ 30,000.00					
18	9' x 4.5' Drop Inlet B11	1	LS	x \$ 7,112.00 = \$ 7,112.00	x \$ 10,000.00 = \$ 10,000.00	x \$ 12,500.00 = \$ 12,500.00	x \$ 5,745.00 = \$ 5,745.00	x \$ 7,125.00 = \$ 7,125.00					
19	Handrail	10	LF	x \$ 196.00 = \$ 1,960.00	x \$ 100.00 = \$ 1,000.00	x \$ 114.00 = \$ 1,140.00	x \$ 110.00 = \$ 1,100.00	x \$ 200.00 = \$ 2,000.00					
20	Plug Existing Box Culvert	3	EA	x \$ 980.00 = \$ 2,940.00	x \$ 5,000.00 = \$ 15,000.00	x \$ 950.00 = \$ 2,850.00	x \$ 1,750.00 = \$ 5,250.00	x \$ 1,600.00 = \$ 4,800.00					
21	Native Sand Stone Gabion Wall	1	LS	x \$ 12,404.00 = \$ 12,404.00	x \$ 25,000.00 = \$ 25,000.00	x \$ 4,650.00 = \$ 4,650.00	x \$ 8,300.00 = \$ 8,300.00	x \$ 12,000.00 = \$ 12,000.00					
22	Reconstruct Mortared Stacked Rock Wall at 559 Walnut	1	LS	x \$ 2,940.00 = \$ 2,940.00	x \$ 5,000.00 = \$ 5,000.00	x \$ 2,700.00 = \$ 2,700.00	x \$ 5,000.00 = \$ 5,000.00	x \$ 5,600.00 = \$ 5,600.00					
23	Native Sand Stone Rip Rap	60	SY	x \$ 16.07 = \$ 964.20	x \$ 80.00 = \$ 4,800.00	x \$ 35.00 = \$ 2,100.00	x \$ 75.00 = \$ 4,500.00	x \$ 90.00 = \$ 5,400.00					
24	Concrete Curb and Gutter	1,265	LF	x \$ 12.88 = \$ 16,293.20	x \$ 30.00 = \$ 37,950.00	x \$ 18.50 = \$ 23,402.50	x \$ 13.35 = \$ 16,887.75	x \$ 16.00 = \$ 20,240.00					
25	6" Concrete Driveway Apron	130	SY	x \$ 41.44 = \$ 5,387.20	x \$ 80.00 = \$ 10,400.00	x \$ 71.00 = \$ 9,230.00	x \$ 67.00 = \$ 8,710.00	x \$ 62.00 = \$ 8,060.00					
26	4" Concrete Sidewalk	350	SY	x \$ 35.28 = \$ 12,348.00	x \$ 60.00 = \$ 21,000.00	x \$ 44.00 = \$ 15,400.00	x \$ 59.00 = \$ 20,650.00	x \$ 40.00 = \$ 14,000.00					
27	Handicap Access Ramp with Truncated Domes	40	SY	x \$ 211.12 = \$ 8,444.80	x \$ 150.00 = \$ 6,000.00	x \$ 114.00 = \$ 4,560.00	x \$ 190.00 = \$ 7,600.00	x \$ 56.00 = \$ 2,240.00					
28	Mill Existing Asphalt Pavement 2"	500	SY	x \$ 10.81 = \$ 5,405.00	x \$ 15.00 = \$ 7,500.00	x \$ 10.00 = \$ 5,000.00	x \$ 9.00 = \$ 4,500.00	x \$ 9.35 = \$ 4,675.00					
29	2" HMAC Pavement Overlay	1,020	SY	x \$ 12.82 = \$ 13,076.40	x \$ 30.00 = \$ 30,600.00	x \$ 24.00 = \$ 24,480.00	x \$ 21.15 = \$ 21,573.00	x \$ 22.00 = \$ 22,440.00					
30	Asphalt Street Repair - T-Patch	200	SY	x \$ 32.86 = \$ 6,572.00	x \$ 60.00 = \$ 12,000.00	x \$ 83.00 = \$ 16,600.00	x \$ 101.00 = \$ 20,200.00	x \$ 105.00 = \$ 21,000.00					
31	Gravel Driveway Surface Repair	20	Tons	x \$ 34.38 = \$ 687.60	x \$ 50.00 = \$ 1,000.00	x \$ 21.00 = \$ 420.00	x \$ 30.00 = \$ 600.00	x \$ 34.00 = \$ 680.00					
32	Remove and Replace Mailboxes	7	EA	x \$ 156.80 = \$ 1,097.60	x \$ 500.00 = \$ 3,500.00	x \$ 195.00 = \$ 1,365.00	x \$ 265.00 = \$ 1,855.00	x \$ 275.00 = \$ 1,925.00					
33	Street Sign Relocation	1	LS	x \$ 2,352.00 = \$ 2,352.00	x \$ 2,000.00 = \$ 2,000.00	x \$ 220.00 = \$ 220.00	x \$ 265.00 = \$ 265.00	x \$ 275.00 = \$ 275.00					
34	16" Split Steel Encasement for Existing Sanitary Sewer Main	15	LF	x \$ 141.68 = \$ 2,125.20	x \$ 200.00 = \$ 3,000.00	x \$ 230.00 = \$ 3,450.00	x \$ 130.00 = \$ 1,950.00	x \$ 125.00 = \$ 1,875.00					
35	30" Water Line Bridge	1	LS	x \$ 9,240.00 = \$ 9,240.00	x \$ 8,000.00 = \$ 8,000.00	x \$ 2,700.00 = \$ 2,700.00	x \$ 4,700.00 = \$ 4,700.00	x \$ 9,200.00 = \$ 9,200.00					
36	Remove & Reinstall Existing Fence at 511 Walnut	1	LS	x \$ 1,677.20 = \$ 1,677.20	x \$ 4,000.00 = \$ 4,000.00	x \$ 1,500.00 = \$ 1,500.00	x \$ 1,600.00 = \$ 1,600.00	x \$ 1,430.00 = \$ 1,430.00					
37	Remove & Reinstall Existing Fence at 501 Walnut	1	LS	x \$ 3,400.32 = \$ 3,400.32	x \$ 4,000.00 = \$ 4,000.00	x \$ 2,000.00 = \$ 2,000.00	x \$ 1,800.00 = \$ 1,800.00	x \$ 1,700.00 = \$ 1,700.00					

CONT.				ARCO Excavation & Paving Inc				Brothers Construction Inc				Crossland Heavy Contractors				Nabholz Construction Corp				Sweetser Construction Inc			
38	6' Double Sided Wood Privacy Fence with Top Rail	170	LF	x	\$ 47.43	=	\$ 8,063.10	x	\$ 40.00	=	\$ 6,800.00	x	\$ 45.00	=	\$ 7,650.00	x	\$ 27.50	=	\$ 4,675.00	x	\$ 41.80	=	\$ 7,106.00
39	Remove & Reinstall Stone Driveway Apron at 435 Olive	1	LS	x	\$ 1,736.00	=	\$ 1,736.00	x	\$ 2,000.00	=	\$ 2,000.00	x	\$ 700.00	=	\$ 700.00	x	\$ 480.00	=	\$ 480.00	x	\$ 1,500.00	=	\$ 1,500.00
40	Solid Sod	1,350	SY	x	\$ 4.62	=	\$ 6,237.00	x	\$ 7.00	=	\$ 9,450.00	x	\$ 2.25	=	\$ 3,037.50	x	\$ 6.35	=	\$ 8,572.50	x	\$ 4.50	=	\$ 6,075.00
41	Tree Protection Fencing	460	LF	x	\$ 6.72	=	\$ 3,091.20	x	\$ 7.00	=	\$ 3,220.00	x	\$ 2.10	=	\$ 966.00	x	\$ 4.50	=	\$ 2,070.00	x	\$ 5.00	=	\$ 2,300.00
42	Erosion Control	1	LS	x	\$ 7,000.00	=	\$ 7,000.00	x	\$ 25,000.00	=	\$ 25,000.00	x	\$ 1,300.00	=	\$ 1,300.00	x	\$ 5,500.00	=	\$ 5,500.00	x	\$ 7,500.00	=	\$ 7,500.00
43	Remove & Dispose of Existing Curb and Gutter	1,275	LF	x	\$ 4.00	=	\$ 5,100.00	x	\$ 10.00	=	\$ 12,750.00	x	\$ 1.10	=	\$ 1,402.50	x	\$ 4.60	=	\$ 5,865.00	x	\$ 10.00	=	\$ 12,750.00
44	Remove & Dispose of Existing Sidewalk	300	LF	x	\$ 5.38	=	\$ 1,614.00	x	\$ 20.00	=	\$ 6,000.00	x	\$ 1.20	=	\$ 360.00	x	\$ 4.50	=	\$ 1,350.00	x	\$ 10.00	=	\$ 3,000.00
45	Remove & Dispose of Existing Drop Inlet/Junction Box	1	EA	x	\$ 1,008.00	=	\$ 1,008.00	x	\$ 3,000.00	=	\$ 3,000.00	x	\$ 1,400.00	=	\$ 1,400.00	x	\$ 800.00	=	\$ 800.00	x	\$ 500.00	=	\$ 500.00
46	Sawcut & Remove Existing Pavement	810	SY	x	\$ 9.30	=	\$ 7,533.00	x	\$ 15.00	=	\$ 12,150.00	x	\$ 5.50	=	\$ 4,455.00	x	\$ 13.65	=	\$ 11,056.50	x	\$ 10.00	=	\$ 8,100.00
47	Asphalt Concrete Patching for Maintenance of Traffic	50	Tons	x	\$ 21.56	=	\$ 1,078.00	x	\$ 175.00	=	\$ 8,750.00	x	\$ 136.00	=	\$ 6,800.00	x	\$ 190.00	=	\$ 9,500.00	x	\$ 175.00	=	\$ 8,750.00
48	Rock Excavation	10	CY	x	\$ 253.68	=	\$ 2,536.80	x	\$ 200.00	=	\$ 2,000.00	x	\$ 175.00	=	\$ 1,750.00	x	\$ 400.00	=	\$ 4,000.00	x	\$ 225.00	=	\$ 2,250.00
49	Audio/Video Recordings and Site Photographs	1	LS	x	\$ 7,280.00	=	\$ 7,280.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 1,900.00	=	\$ 1,900.00	x	\$ 2,000.00	=	\$ 2,000.00	x	\$ 550.00	=	\$ 550.00
50	6" Concrete Street Repair	605	SY	x	\$ 31.58	=	\$ 19,105.90	x	\$ 80.00	=	\$ 48,400.00	x	\$ 42.00	=	\$ 25,410.00	x	\$ 57.50	=	\$ 34,787.50	x	\$ 85.00	=	\$ 51,425.00
TOTAL BASE BID							\$ 1,118,264.05				\$ 1,488,456.00				\$ 1,014,576.50				\$ 1,498,099.25				\$ 1,511,540.50

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

CERTIFIED:

P. Vice, Purchasing Manager

A Rennie
Witness

3/16/15
Date

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: UPPER SCULL CREEK DRAINAGE IMPROVEMENT PROJECT

Contract No.: 15-23, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between The City of Fayetteville, Arkansas and Crossland Heavy Contractors, Inc. (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:

The construction of approximately 1100 LF of 8'x4' Reinforced Concrete Box Culvert including the associated structures, earthwork, curb and gutter, sidewalk, drainage, driveways, fencing, retaining walls and miscellaneous related items.

The Contract includes work in City of Fayetteville Right-of-way and in Drainage and Temporary Construction 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 Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

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 will be Substantially Completed within 365 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within 395 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 Seven

DOCUMENT 00500 – AGREEMENT (continued)

Hundred Fifty Dollars (\$750.00) 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 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.

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

DOCUMENT 00500 – AGREEMENT (continued)

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. 90% 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.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

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

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in 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.
 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Upper Scull Creek Drainage Improvement Project
 8. Addenda numbers 1-3, inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

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

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

8.02 ASSIGNMENT OF CONTRACT:

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

8.03 SUCCESSORS AND ASSIGNS:

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

DOCUMENT 00500 – AGREEMENT (continued)

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 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.

DOCUMENT 00500 – AGREEMENT (continued)

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

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


CROSSLAND HEAVY CONTRACTORS, INC. CITY OF FAYETTEVILLE _____
 _____

By: Mark Sell By: Lioneld Jordan

Title: President Title: Mayor

(SEAL)

(SEAL)

Attest  _____ Attest _____
Misty Harris, Corporate Secretary

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

PO Box 350, 501 S East Avenue

Columbus, KS 66725

License No. _____

Agent for Service of process

Mark Sell

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

CROSSLAND HEAVY CONTRACTORS

501 S. East Avenue • P.O. Box 350

Columbus, KS 66725

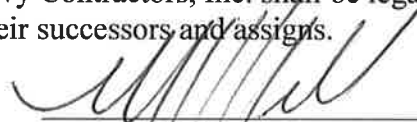
tel 620.429.1410

fax 620.429.2977

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 25th day of April, 2014, the Board of Directors did, by unanimous decision, authorize Mark Sell, Mike Kirk, Chris Walters, Jason Lundry, or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Mike Kirk, Chris Walters, Jason Lundry, or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.



Mark Sell, President

ATTEST: 

Misty Harris, Secretary

State of Kansas, County of Cherokee:

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

In witness thereof I have set my hand and affixed my seal this 17th day of April 2015.



Notary Public

My Commission Expires:



DOCUMENT 0400 – BID FORM

Contract Name: Upper Scull Creek
Drainage Improvement Project

Bid Number: 15-23 Construction

BID TO:

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

BID FROM:

Bidder: Crossland Heavy Contractors
501 S. EAST AVE
PO Box 350
Columbus, KS 66725

ARTICLE 1 - INTENT

1.01 The undersigned Bidder proposes and 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.

DOCUMENT 00400 – BID FORM (continued)

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:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>1-26-15</u>
<u>2</u>	<u>3-6-15</u>
<u>3</u>	<u>3-11-15</u>
<u> </u>	<u> </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.

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,

DOCUMENT 00400 – BID FORM (continued)

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

DOCUMENT 00400 – BID FORM (continued)

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

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Trench and Excavation Safety Systems	LS	1	100.00	100.00
2	Traffic Control and Maintenance	LS	1	8,800.00	8,800.00
3	Mobilization – Shall not exceed 5% of total bid	LS	1	20,300.00	20,300.00
4	Clearing, Grubbing and Demolition	LS	1	19,000.00	19,000.00
5	18" Reinforced Concrete Pipe	LF	71	94.00	6,674.00
6	24" Reinforced Concrete Pipe	LF	31	141.00	4,371.00
7	8'x4' Reinforced Concrete Box Culvert	LF	1101	533.00	586,833.00
8	Cast in Place Retaining Wall at Structure B1	LS	1	3,700.00	3,700.00
9	Wingwalls & Appurtenances at Structure B11	LS	1	11,000.00	11,000.00
10	Concrete Ditch Paving	SY	100	64.00	6,400.00
11	4'x4' Drop Inlet (Type C or MO)	EA	3	3,800.00	11,400.00
12	4'x4' Grate Inlet (Type C or MO)	EA	2	6,000.00	12,000.00
13	6'x6' Drop Inlet (Type C or MO)	EA	1	5,700.00	5,700.00

DOCUMENT 00400 – BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
14	Junction Box B1	LS	1	11,000.00	11,000.00
15	9'x9' Drop Inlet	EA	6	12,500.00	75,000.00
16	9'x9' Junction Box	EA	1	12,500.00	12,500.00
17	9'x9' Grate Inlet	EA	2	13,200.00	26,400.00
18	9'x4.5' Drop Inlet B11	LS	1	12,500.00	12,500.00
19	Handrail	LF	10	114.00	1,140.00
20	Plug Existing Box Culvert	EA	3	950.00	2,850.00
21	Native Sand Stone Gabion Wall	LS	1	4,650.00	4,650.00
22	Reconstruct Mortared Stacked Rock Wall at 559 Walnut	LS	1	2,700.00	2,700.00
23	Native Sand Stone Rip Rap	SY	60	35.00	2,100.00
24	Concrete Curb and Gutter	LF	1265	18.50	23,402.50
25	6" Concrete Driveway Apron	SY	130	71.00	9,230.00
26	4" Concrete Sidewalk	SY	350	44.00	15,400.00
27	Handicap Access Ramp With Truncated Domes	SY	40	114.00	4,560.00
28	Mill Existing Asphalt Pavement 2"	SY	500	10.00	5,000.00
29	2" HMAC Pavement Overlay	SY	1020	24.00	24,480.00
30	Asphalt Street Repair – T-Patch	SY	200	83.00	16,600.00
31	Gravel Driveway Surface Repair	Tons	20	21.00	420.00
32	Remove and Replace Mailboxes	EA	7	195.00	1,365.00

DOCUMENT 00400 –BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
33	Street Sign Relocation	LS	1	220.00	220.00
34	16" Split Steel Encasement for Existing Sanitary Sewer Main	LF	15	230.00	3,450.00
35	30" Water Line Bridge	LS	1	2,700.00	2,700.00
36	Remove and Reinstall Existing Fence at 511 Walnut	LS	1	1,500.00	1,500.00
37	Remove and Reinstall Existing Fence at 501 Walnut	LS	1	2,000.00	2,000.00
38	6' Double Sided Wood Privacy Fence with Top Rail	LF	170	45.00	7,650.00
39	Remove and Reinstall Stone Driveway Apron at 435 Olive	LS	1	700.00	700.00
40	Solid Sod	SY	1350	2.25	3,037.50
41	Tree Protection Fencing	LF	460	2.10	966.00
42	Erosion Control	LS	1	1,300.00	1,300.00
43	Remove and Dispose of Existing Curb and Gutter	LF	1275	1.10	1,402.50
44	Remove and Dispose of Existing Sidewalk	LF	300	1.20	360.00
45	Remove and Dispose of Existing Drop Inlet/Junction Box	EA	1	1,400.00	1,400.00
46	Sawcut and Remove Existing Pavement	SY	810	5.50	4,455.00
47	Asphalt Concrete Patching for Maintenance of Traffic	Tons	50	136.00	6,800.00
48	Rock Excavation	CY	10	175.00	1,750.00
49	Audio/Video Recordings and Site Photographs	LS	1	1,900.00	1,900.00
50	6" Concrete Street Repair	SY	605	42.00	25,410.00

DOCUMENT 00400 -BID FORM (continued)

TOTAL AMOUNT BID \$ 1,014,576.50

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 and in the amount of five percent of bid Dollars (\$ 5%).
- 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:

Dan Thompson
501 S. EAST AVE, PO BOX 350
Columbus, KS 66725
Email. dthompson@heavycontractors.com
Phone No. 620-429-1410
FAX No. 620-429-2977

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on March 13th, 2015.

Arkansas State Contractor License No. 00607301115.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 – BID FORM (continued)

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.: _____

A Corporation or LLC

Corporation Name: Crossland Heavy Contractors (SEAL)

State of Incorporation: Kansas

Type (General Business, Professional, Service, Limited Liability): _____

General Business

By: Mike Kirk
(Signature – attach evidence of authority to sign)

Name (type or printed): Mike Kirk

Title: Vice President

(CORPORATE SEAL)

Attest: Misty Harris
Misty Harris (Signature of Corporate Secretary)

Business address: 501 S. EAST AVE, PO Box 350

Columbus, KS 66725

Phone No.: 620-429-1410 FAX No.: 620-429-2977

END OF DOCUMENT 00400

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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:

UPPER SCULL CREEK DRAINAGE IMPROVEMENT PROJECT.

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	_____	_____

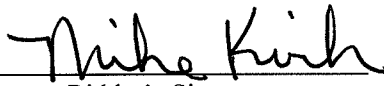
SWPPP/Erosion Control	_____	_____

Roadway/Drainage	_____	_____

Retaining Wall	_____	_____

Other (designate)	_____	_____

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


Bidder's Signature
MIKE KIRK Vice President

END OF DOCUMENT 00430

CROSSLAND HEAVY CONTRACTORS

833 S. East Avenue • P.O. Box 350

Columbus, Kansas 66725

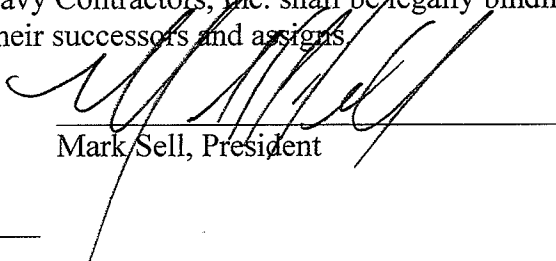
tel 620.429.1410

fax 620.429.2977

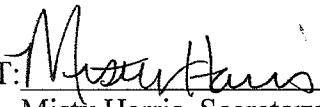
Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 25th day of April, 2014, the Board of Directors did, by unanimous decision, authorize Mark Sell, Mike Kirk, Chris Walters, Jason Lundry, or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Mike Kirk, Chris Walters, Jason Lundry, or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.



Mark Sell, President

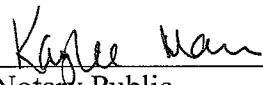
ATTEST: 

Misty Harris, Secretary

State of Kansas, County of Cherokee:

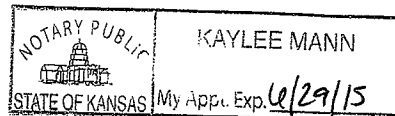
Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 20th day of August 2014.



Notary Public

My Commission Expires: 6/29/15



DOCUMENT 00410 – BID BOND (continued)

which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of March 20 15.

PRINCIPAL

(CORPORATE SEAL)

Crossland Heavy Contractors, Inc.

By Mike Kirk
Mik Kirk Vice President

SURETY

Fidelity and Deposit Company of Maryland

By Travis Byers
Travis Byers, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

1400 American Lane, Tower I, 18th Floor

Schaumburg, IL 60196

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

END OF DOCUMENT 00410

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Carolyn J. JOHNSON, Michael D. WHIPPS, Kelly E. KIMMEL and Travis BYERS, all of Overland Park, Kansas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of January, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

Gerald F. Haley

*Secretary
Eric D. Barnes*

*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 8th day of January, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of March, 2015.



Thomas O. McClellan, Vice President

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.

Vendor #: 13383		Vendor Name: Crossland Heavy Contractors		Requisition No.:	Date: 3/18/2015
Address: P.O. Box 350		FOB Point:		P.O Number:	
City: Columbus		State: KS		66725	Ship to code:
Requester: Chris Brown		2695		8207	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Bridge & Drainage Improves.	1		1,014,576.50	\$1,014,576.50	4470.9470.5817.00	02108.902		
2	Per bid 15-23				\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal:	<u>\$1,014,576.50</u>
Tax:	<u>\$0.00</u>
Total:	<u><u>\$1,014,576.50</u></u>

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Chief Financial Officer: _____ Budget Director: _____ IT Director: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____