

City of Fayetteville Staff Review Form

2015-0315

Legistar File ID

8/4/2015

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

Jim Beavers

7/2/2015

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Fayetteville City Administration recommends approval of a construction contract with Austin King, Inc., DBA King Electric Contractors, Inc. in the amount of \$82,700.00 for Construction Bid 15-27, and approval of a 10% project contingency of \$8,270.00 for a total of \$90,970.00 for the purchase and installation of electrical busways at the Paul R Noland WWTP.

Budget Impact:

5400.5800.5414.00	Water/Sewer
Account Number	Fund
02069.1	Plant, Pumps and Equipment-WWTP
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 422,014.64
Does item have a cost? Yes	Funds Obligated \$ 47,358.50
Budget Adjustment Attached? No	Current Balance \$ 374,656.14
	Item Cost \$ 90,970.00
	Budget Adjustment
	Remaining Budget \$ 283,686.14

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 4, 2015

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Water & Sewer Committee

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: June 30, 2015

SUBJECT: Resolution approving a construction contract with Austin King, Inc., DBA King Electrical Contractors, Inc. in the amount of \$82,700.00 for Construction Bid 15-27, and approving a construction contingency of \$8,270.00 for a total of \$90,970.00.

RECOMMENDATION:

The Fayetteville City Administration recommends approval of a construction contract with Austin King, Inc., DBA King Electrical Contractors, Inc. in the amount of \$82,700.00 for Construction Bid 15-27, and approval of a 10% project contingency of \$8,270.00 for a total of \$90,970.00 for the purchase and installation of electrical busways at the Paul R Noland WWTP.

BACKGROUND:

This project will replace two electrical busways used to power the Noland WWTP Effluent Pump Station. The transformer busways are 30 years old with the East Transformer busway currently inoperable after suffering 2014 storm damage.

DISCUSSION:

Public Bids were opened on June 24, 2015. The City received 2 bids as follows:

King Electric	\$82,700.00
Multi-Craft Contractors	\$110,550.00

CH2M and the City Staff have reviewed the bids and recommend awarding the contract to King Electrical Contractors, Inc. in the amount of \$82,700.00 and a project contingency of \$8,270.00.

BUDGET/STAFF IMPACT:

Funds are available within the Plant, Pumps and Equipment project CIP Budget.

ATTACHMENTS:

- Staff Review Form
- Purchase Order Request
- Contract
- Bid Tabulation
- Certification of Funds

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: 6/30/2015
P.O Number:	

Vendor #: 5974	Vendor Name: Austin King Inc dba King Electrical Contractors, Inc	Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	Legistar#: 2015-0315
Address: 2145 West Moore Lane		FOB Point:	Expected Delivery Date:
City: Fayetteville	State: AR	Zip Code: 72704 Ship to code: Fay	
Requester: Cheryl Partain		Requester's Employee #: 2548	Extension: 8224

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Two Electrical Busways-Used to Power the Noland WWTP Effluent Pump Station Bid 15-27	1	EA	82,700.00	\$82,700.00	5400.5800.5414.00	02069.1		
2					\$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>\$82,700.00</u> Tax: <u>\$0.00</u> Total: <u>\$82,700.00</u>
-----------------------	--

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____



City of Fayetteville, Arkansas
Purchasing Division

OFFICIAL BID TABULATION

Bid 15-27, Construction - Electrical Busway Replacement

Wednesday, June 24, 2015, 2:00 PM, Local Time

				King Electric				Multi-Craft Contractors				
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL		
1	Total Bonds, Insurances & Contract Submittals	1	LS	x	\$ 2,441.00	=	\$ 2,441.00	x	\$ 1,050.00	=	\$ 1,050.00	
2	Mobilization - shall not exceed 5% of bid	1	LS	x	\$ 800.00	=	\$ 800.00	x	\$ 5,527.50	=	\$ 5,527.50	
3	East Transformer	1	LS	x	\$ 44,580.00	=	\$ 44,580.00	x	\$ 50,983.50	=	\$ 50,983.50	
4	Certified Production Reports, etc. for East Transformer	1	LS	x	\$ 4,400.00	=	\$ 4,400.00	x	\$ 9,500.00	=	\$ 9,500.00	
5	West Transformer	1	LS	x	\$ 26,079.00	=	\$ 26,079.00	x	\$ 33,989.00	=	\$ 33,989.00	
6	Certified Production Reports, etc. for West Transformer	1	LS	x	\$ 4,400.00	=	\$ 4,400.00	x	\$ 9,500.00	=	\$ 9,500.00	
TOTAL AMOUNT BID:								\$ 82,700.00				

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

A. Lennie
Witness

6/24/15
Date

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT:

Contract Name: **Paul R Noland WWTP Effluent Pump Substation Bus Duct Replacement**

Date: JUNE 24TH, 2015

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company King Electric

Name Chris King

Address 2145 W Moore Lane Fayetteville AR 72704

Principal Office _____

Corporation, partnership, individual, joint
venture, other Corporation

Arkansas State General Contractor’s License Number
0063870416

For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least **5 (five) years active experience under the current Contractor name** in the installation of the product bid. The Contractor shall provide an acceptable list of installations with similar equipment demonstrating compliance with this equipment. The manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of 10 years. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville.

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT:

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 28 years and has performed work of the nature and magnitude of this Contract for 28 years. Bidder has been in business under its present name for 28 years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) None

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)

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

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

Electrical Installations

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

All Journeyman Electricians have at least 6 years experience
All Master electricians have at least 10 years of experience
All Apprentices currently in Apprentice School

⋮

King Electric
2145 W Moore
Fayetteville AR 72704
479.443.0006
Fax 479.443.11719

King Electrical Contractors Inc.

June 19, 2015

Georges Debone Addition, Georges Inc., Don Carter, Crafton Tull, \$120,000.00, No surety, completed 6-2013, 100%

PLP addition, Preformed Line Products, Dale Hoofard, Robert Jones Engineering, \$1,450,000.00, No surety, Completed 6-2014, 100%

Tyson Green Forest service upgrade, Tyson Foods, Don Carter, Tyson Engineering, \$170,000.00, No surety, completed 7-2014, 100%

⋮

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT:

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

The Cashion Company
PO Box 550 Little Rock AR 72263

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is:

1.41

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgments are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>None</u>	<u> </u>	\$ <u> </u>
b.	<u>None</u>	<u> </u>	\$ <u> </u>

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 6-19, 2015

(OFFICIAL SEAL)

Name of Organization:

King Electric

By

Title President

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

END OF SECTION 00140

SECTION 0400 –BID FORM

Contract Name: **Paul R Noland WWTP Effluent Pump Substation Bus Duct Replacements**

Bid Number: # 15-27, Construction

BID TO:

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

BID FROM:

Bidder:

King Electric
2145 W Moore Lane
Fayetteville AR 72704

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.

SECTION 00400 –BID FORM

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>6/17/2015</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,

SECTION 00400 –BID FORM

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

SECTION 00400 – BID FORM

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	Total Bonds, Insurances & Contract Submittals	LS	1		2441.00
2	Mobilization (Max 5% of Total Bid)	LS	1		800.00
3	East Transformer 2,000 A, 480 V, 3-Phase, 4-Wire Outdoor Feeder Busway System Demolition & All Electrical & Mechanical Installation	LS	1		44580.00
4	Certified Production Reports; Visual & Mechanical Inspection; Electrical Tests & Final Performance Acceptance Testing Reports for East Transformer Busway System	LS	1		4400.00
5	West Transformer 2,000 A, 480 V, 3-Phase, 4-Wire Outdoor Feeder Busway System Demolition & All Electrical & Mechanical Installation	LS	1		26679.00
6	Certified Production Reports; Visual & Mechanical Inspection; Electrical Tests & Final Performance Acceptance Testing Reports for West Transformer Busway System	LS	1		4400.00

TOTAL AMOUNT BID \$ 82,700.00

SECTION 00400 – BID FORM

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 certified or bank cashier's check or a Bid Bond and in the amount of 5% of Bid Dollars (\$_____).
- 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:

Chris Kings
2145 W Moore Ln Fay AR 72704

Email. Chris@ckingselectric.net
Phone No. 479-443-8006
FAX No. 479-443-1719

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.

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

SECTION 00400 – BID FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

SECTION 00400 –BID FORM

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

9.02 Execution/Signatures for Contractors Assurances above, Bid and total Bid Form.

SUBMITTED on JUNE 24, 2015.

Arkansas State Contractor License No. 0063870416.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

SECTION 00400 – BID FORM

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: Austin Kings Inc _____ (SEAL)

State of Incorporation: Arkansas _____

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

By: CKK _____
(Signature – attach evidence of authority to sign)

Name (type or printed): Chris King _____

Title: President _____

(CORPORATE SEAL)

Attest: Karen King _____
(Signature of Corporate Secretary)

Business address: 2145 W Moore Ln _____
Fayetteville AR 72704 _____

Phone No.: 479-443-0006 FAX No.: 479-443-1719

END OF SECTION 00400

SECTION 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:

Paul R Noland WWTP Effluent Pump Substation Bus Duct Replacements

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>
Busway Manufacturer	<u>GENERAL ELECTRIC</u>	<u>70%</u>
Mobilization	<u>KING ELECTRIC</u>	<u>1%</u>
Busway System Demolition & Installation	<u>KING ELECTRIC</u>	<u>24%</u>
Busway System Inspection & Performance Testing	<u>KING ELECTRIC</u> <u>SKYLINE SERVICES</u>	<u>5%</u>
Other (designate)	_____	_____

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



Bidder's Signature

END OF SECTION 00430

SECTION 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

King Electrical Contractors, Inc.
2145 W. Moore Lane
Fayetteville, AR 72704

as Principal, hereinafter called the Principal, and

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

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

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

as Obligee, hereinafter called Owner, in the sum of Five Percent of the Amount Bid Dollars (\$ 5% of bid), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Paul R Noland WWTP Effluent Pump Substation Bus Duct Replacements

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner 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 Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

SECTION 00410 – BID BOND

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 24th day of June 2015.

PRINCIPAL

(CORPORATE SEAL)

King Electrical Contractors, Inc.

By CKK

Chris King

SURETY

Granite Re, Inc.

By Pamela K Hays

Pamela K. Hays

ATTORNEY-IN-FACT

(CORPORATE SEAL)

P. O. Box 550

Little Rock, AR 72203

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

END OF SECTION 00410

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY; MICHAEL G. DORNBLASER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

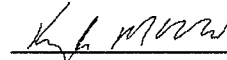
BENSON A. CASHION; MATTHEW K. CASHION, JR.; WILLIAM H. GRIFFIN; CYNTHIA L. TRICKEY; PAMELA K. HAYS; JUDY SCHOGGEN; NICK W. PETERS; JAMES R. RAMSAY; MICHAEL G. DORNBLASER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 17th day of April, 2014.





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 17th day of April, 2014, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.





Notary Public

My Commission Expires:
August 8, 2017
Commission #: 01013257

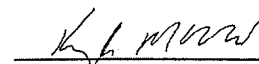
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
24th day of June, 2015.





Kyle P. McDonald, Secretary/Treasurer

AUSTIN KING, INC., dba
Balance Sheet
May 31, 2015

ASSETS

Current Assets		
PETTY CASH	\$	68.64
BANK OF AMERICA		132,485.23
ACCOUNTS RECEIVABLE		273,880.41
ALLOW FOR DOUBTFUL ACCTS		180.00
RETAINAGE RECEIVABLE		141,022.96
COST/EARN IN EXC. OF BILL		32,411.00
INVENTORY		50,000.00
COMPANY CAR ADVANCE		835.86
PAYROLL DEDUCTION ACCOUNT		7,366.81
UNITED BANK		3,810.49
EMP ADV/TOOLS		12,443.69
SHAREHOLDER RECEIVABLE		43,163.20
2015 CHEVY-2733		3,448.99
DUE TO CCC		1,750.00
		<hr/>
Total Current Assets		702,867.28
Property and Equipment		
EQUIPMENT		202,573.06
ACCUMULATED DEP/EQUIP		(202,790.00)
OFFICE EQUIPMENT		36,057.16
ACC DEP/OFFICE EQUIP		(32,946.00)
VEHICLES		454,452.74
ACC DEP/VEHICLES		(452,792.74)
ACC. DEPR: OFFICE EQUIP.		(3,106.16)
		<hr/>
Total Property and Equipment		1,448.06
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	<u>704,315.34</u>

LIABILITIES AND CAPITAL

Current Liabilities		
INSURANCE PAYABLE	\$	3,207.14
ACCRUED INTEREST		130.80
LIFE INSURANCE PAYABLE		702.32
ACCOUNTS PAYABLE		195,122.69
GARNISHMENT PAYABLE		124.34
EMPLOYEE INVESTMENT		(1,020.00)
OTHER PAYROLL LIABILITY		(6,627.50)
FICA PAYABLE		1,105.76
FEDERAL W/H PAYABLE		(240.53)
STATE W/H PAYABLE		35,333.15
FUTA PAYABLE		(3,901.29)
SUTA PAYABLE		(25,414.29)
401K PLAN PAYABLE		11,847.79
		<hr/>
Total Current Liabilities		210,370.38

AUSTIN KING, INC., dba
Balance Sheet
May 31, 2015

Long-Term Liabilities		
UB LINE OF CREDIT-136824	44,227.85	
N/P CHASE 2013 GMC TRUCK	29,550.34	
ALLY - DUSTIN	(5,007.60)	
ALLY - KEVIN	(5,841.96)	
2015 CHEVY 2500-8677	(7,169.88)	
KUBOTA	(1,634.24)	
ALLY-'15 CHEVY- 0786	(3,230.56)	
N/P 96 F-250 RE88	(303.72)	
TOWABLE BOOM LIFT	828.37	
C/L: COPIER	(1,246.07)	
ALLY 2013 YUKON	29,098.21	
LINE OF CR 00949268847811	72,028.66	
Total Long-Term Liabilities		151,299.40
Total Liabilities		361,669.78
Capital		
COMMON STOCK	1,000.00	
ADDIT PAID IN CAPITAL	41,229.73	
OWNERS DRAW	(24,200.00)	
RETAINED EARNINGS	193,951.29	
Net Income	130,437.01	
Total Capital		342,418.03
Total Liabilities & Capital	\$	704,087.81

AUSTIN KING, INC., dba
Income Statement
For the Five Months Ending May 31, 2015

	Current Month		Year to Date	
Revenues				
SALES	\$ 259,427.63	90.80	\$ 1,213,225.45	94.88
SALES-RETAINAGE	17,532.80	6.14	56,707.62	4.43
sales & use tax refund	8,736.31	3.06	8,736.31	0.68
DISCOUNTS TAKEN	16.21	0.01	18.97	0.00
	<hr/>		<hr/>	
Total Revenues	285,712.95	100.00	1,278,688.35	100.00
	<hr/>		<hr/>	
Cost of Sales				
MATERIALS	81,622.10	28.57	458,874.17	35.89
SHOP MATERIALS	(3,575.30)	(1.25)	(20,873.60)	(1.63)
CONTRACT LABOR	1,789.46	0.63	4,887.96	0.38
SUB-CONTRACTORS	0.00	0.00	5,490.00	0.43
EXPENSE-401K PLAN	590.10	0.21	2,830.96	0.22
INSURANCE	6,300.10	2.21	28,901.73	2.26
PERMITS	143.13	0.05	893.98	0.07
RENT/EQUIPMENT	2,407.46	0.84	28,203.91	2.21
TAXES/PAYROLL	7,103.93	2.49	63,832.27	4.99
WAGES	71,605.46	25.06	424,284.60	33.18
	<hr/>		<hr/>	
Total Cost of Sales	167,986.44	58.80	997,325.98	78.00
	<hr/>		<hr/>	
Gross Profit	117,726.51	41.20	281,362.37	22.00
	<hr/>		<hr/>	
Expenses				
401K EXPENSE	0.00	0.00	979.00	0.08
ACCOUNTING	0.00	0.00	2,040.00	0.16
ACCOUNT SERVICE CHARGE	22.32	0.01	267.91	0.02
ADVERTISING	79.00	0.03	974.00	0.08
SERVICE CHARGE	0.00	0.00	223.10	0.02
BAD DEBT EXPENSE	0.00	0.00	648.44	0.05
BANK SERVICE CHARGE	363.96	0.13	2,334.59	0.18
BANK CHARGES	197.03	0.07	197.03	0.02
CONTRIBUTIONS	0.00	0.00	320.50	0.03
COMPUTER EXPENSE	4.71	0.00	873.92	0.07
DUES & SUBSCRIPTIONS	0.00	0.00	2,319.28	0.18
DUES/SUBSCRIPTIONS:GOLF	461.46	0.16	2,307.30	0.18
EDUCATION AND SEMINARS	(195.00)	(0.07)	2,630.00	0.21
ENTERTAINMENT/MEALS	0.00	0.00	790.24	0.06
SHOP TOOLS LARGE<250	0.00	0.00	8,795.08	0.69
GAS & OIL	2,777.94	0.97	18,977.58	1.48
HEALTH INS.-SHAREHOLDERS	0.00	0.00	3,303.27	0.26
INTEREST	0.00	0.00	2,180.50	0.17
MISCELLANEOUS EXPENSES	0.00	0.00	(1,167.85)	(0.09)
OFFICERS SALARY	5,700.00	2.00	31,350.00	2.45
OFFICE WAGES	2,701.88	0.95	14,949.04	1.17
OFFICE SUPPLIES	0.00	0.00	1,255.57	0.10
OFFICE REPAIRS/MAINT	0.00	0.00	824.23	0.06
OFFICE: CLEANING	34.00	0.01	34.00	0.00
PENALTIES	0.00	0.00	1,526.89	0.12
POSTAGE	0.00	0.00	430.07	0.03
REPAIRS TOOLS LARGE	226.47	0.08	731.61	0.06
REPAIRS VEHICLES MECHANIC	240.74	0.08	14,177.72	1.11
SECURITY	0.00	0.00	60.50	0.00
SERVICE CHARGE-CREDIT CRD	0.00	0.00	14.19	0.00

For Management Purposes Only

AUSTIN KING, INC., dba
Income Statement
For the Five Months Ending May 31, 2015

	Current Month		Year to Date	
SHOP TOOLS SMALL>250	632.51	0.22	5,659.37	0.44
SOFTWARE EXPENSE	0.00	0.00	1,884.00	0.15
SUPPLIES: DRAFT	254.46	0.09	1,175.37	0.09
TAXES & LICENSES	0.00	0.00	4,928.57	0.39
TELEPHONE	1,658.57	0.58	5,304.42	0.41
UTILITIES	329.32	0.12	2,385.90	0.19
UNIFORMS	367.52	0.13	2,200.18	0.17
VEHICLE OIL CHANGE	169.88	0.06	780.33	0.06
WORK EXPENSE	0.00	0.00	6,597.35	0.52
VEHICLE MISC PARTS	3,627.81	1.27	5,662.16	0.44
	<hr/>			
Total Expenses	19,654.58	6.88	150,925.36	11.80
	<hr/>			
Net Income	\$ 98,071.93	34.33	\$ 130,437.01	10.20
	<hr/> <hr/>		<hr/> <hr/>	



Search Incorporations, Cooperatives, Banks and Insurance Companies

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	AUSTIN KING, INC.
Fictitious Names	KING ELECTRICAL CONTRACTORS, INC.
Filing #	100142465
Filing Type	For Profit Corporation
Filed under Act	Dom Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	
Reg. Agent	CHRISTERFER L KING
Agent Address	2145 MOORE LANE FAYETTEVILLE, AR 72703
Date Filed	12/27/1996
Officers	SEE FILE, Incorporator/Organizer PIER, BURCH & SCHERMERHORN, Tax Preparer CHRISTERFER L. KING , President KAREN KING , Secretary CHRISTERFER L. KING , Vice-President KAREN KING , Treasurer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)

SECTION 0400 –BID FORM

Contract Name: **Paul R Noland WWTP Effluent Pump Substation Bus Duct Replacements**

Bid Number: # 15-27, Construction

BID TO:

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

BID FROM:

Bidder: Multi-Craft Contractors, Inc.
P.O. Box 1760
2300 Lowell Road
Springdale, AR 72764

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.

SECTION 00400 –BID FORM

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>June 17, 2015</u>
<u> </u>	<u> </u>
<u> </u>	<u> </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,

SECTION 00400 – BID FORM

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

SECTION 00400 – BID FORM

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	Total Bonds, Insurances & Contract Submittals	LS	1		1,050.00
2	Mobilization (Max 5% of Total Bid)	LS	1		5,527.50
3	East Transformer 2,000 A, 480 V, 3-Phase, 4-Wire Outdoor Feeder Busway System Demolition & All Electrical & Mechanical Installation	LS	1		50,983.50
4	Certified Production Reports; Visual & Mechanical Inspection; Electrical Tests & Final Performance Acceptance Testing Reports for East Transformer Busway System	LS	1		9,500.00
5	West Transformer 2,000 A, 480 V, 3-Phase, 4-Wire Outdoor Feeder Busway System Demolition & All Electrical & Mechanical Installation	LS	1		33,989.00
6	Certified Production Reports; Visual & Mechanical Inspection; Electrical Tests & Final Performance Acceptance Testing Reports for West Transformer Busway System	LS	1		9,500.00

TOTAL AMOUNT BID \$ 110,550.00

SECTION 00400 – BID FORM

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 certified or bank cashier's check or a Bid Bond and in the amount of five percent
_____ 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:

Jerod Bradshaw

Email. jbradshaw@multi-craft.net
Phone No. (479) 751-4330
FAX No. (479) 927-4275

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.

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

SECTION 00400 – BID FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

SECTION 00400 –BID FORM

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

9.02 Execution/Signatures for Contractors Assurances above, Bid and total Bid Form.

SUBMITTED on June 24th _____, 2015.

Arkansas State Contractor License No. 0025810516 _____.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

SECTION 00400 – BID FORM

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: Multi-Craft Contractors, Inc. (SEAL)

State of Incorporation: Arkansas

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

Contractor

By: Rick Barrows Pres.
(Signature – attach evidence of authority to sign)

Name (type or printed): Rick Barrows

Title: President

Attest: Juan L. Lujan (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 2300 Lowell Road, Springdale, AR 72764

Phone No.: (479) 751-4330 FAX No.: (479) 927-4275

END OF SECTION 00400

**Bid or
Proposal
Bond**

Westfield Insurance Company

Westfield GroupSM One Park Circle, P O Box 5001
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we, Multi-Craft Contractors, Inc.
P.O. Box 1760; 2300 Lowell Rd; Springdale, AR 72765 as Principal, and
the WESTFIELD INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center, Ohio,
as Surety, are held and firmly bound unto The City of Fayetteville, Arkansas
113 West Mountain St, Fayetteville AR 72701, as Obligee, in
the penal sum of Five Percent DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Paul R Noland WWTP Effluent Pump Substation Bus
Duct Replacements;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract
and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the
Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good
faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this
obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 24th day of June, 2015.

Multi-Craft Contractors, Inc.

Principal

By: Dennis Kelly

Westfield Insurance Company

By: Sonja Nelson
Sonja Nelson

Attorney-in-fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/04/14, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0320202 03

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 WARREN T. BALDWIN, JR., JOHNNIE WASHBURN, SONJA NELSON, JOINTLY OR SEVERALLY

of FAYETTEVILLE 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 04th day of JUNE A.D., 2014 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 04th day of JUNE A.D., 2014 , 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



David A. Kotnik, 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 24th day of June, 2015.



Frank A. Carrino, Secretary