

**City of Fayetteville Staff Review Form**

**2015-0298**

**Legistar File ID**

**August 18, 2015**

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

Terry Gulley

7/31/2015

Transportation Services /  
Transportation Services Department

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

A resolution awarding Bid 15-37 Construction - 2015 Asphalt Microsurfacing to and approving a contract with Donelson Construction Co., LLC for the amount of \$151,510.00 and approving a 10% project contingency of \$15,151.00.

**Budget Impact:**

4470.9470.5417.00		Sales Tax Capital Improvements	
Account Number		Fund	
02052 / 1		In-House Pavement Improvements	
Project Number		Project Title	
<b>Budgeted Item?</b>	Yes	Current Budget	\$ 1,992,324.00
		Funds Obligated	\$ 1,131,309.82
		Current Balance	<b>\$ 861,014.18</b>
<b>Does item have a cost?</b>	Yes	Item Cost	\$ 166,661.00
<b>Budget Adjustment Attached?</b>	No	Budget Adjustment	\$ -
		Remaining Budget	<b>\$ 694,353.18</b>

V20140610

Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Comments:

**MEETING OF AUGUST 18, 2015**

**TO:** Mayor and City Council  
**THRU:** Don Marr, Chief of Staff  
**FROM:** Terry Gulley, Transportation Services Director  
**DATE:** July 30, 2015  
**SUBJECT: Bid 15-37, Construction – 2015 Asphalt Microsurfacing**

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**RECOMMENDATION:**

Staff recommends approval of a resolution awarding Bid 15-37 Construction - 2015 Asphalt Microsurfacing to and approving a contract with Donelson Construction Co., LLC for the amount of \$151,510.00 and approving a 10% project contingency of \$15,151.00.

**BACKGROUND:**

Sealed formal bids for the purchase of asphalt microsurfacing were publicly read and the results are attached to this memo.

**DISCUSSION:**

Asphalt micro-surfacing is a polymer modified cold-mix paving system that can remedy a broad range of problems on streets.

Like its parent product, slurry seal, micro-surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service of both urban and rural roads, micro-surfacing has many added capabilities due to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

The application of the proper asphalt slurry system (micro-surfacing and/or slurry seal) will significantly extend the life of existing pavements by protecting the undersurface from damage caused by water seepage and oxidation.

**BUDGET/STAFF IMPACT:**

Funds for the purchase of asphalt microsurfacing have been budgeted in the In-House Pavement Improvements capital project.

**Attachments:**

Bid Tabulation  
Bid Submittal  
Contract  
Purchase Requisition



City of Fayetteville, Arkansas  
 Purchasing Division  
**OFFICIAL BID TABULATION**  
 Bid 15-37, Construction - 2015 Asphalt Microsurfacing  
 Thursday, June 25, 2015, 2:00 PM, Local Time

				Donelson Construction Co., LLC			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL	
1	Microsurfacing (18-22 lbs/SY)	54,500	Per Square Yard	x	\$ 2.78	=	\$ 151,510.00
<b>Total Base Bid</b>						<b>\$</b>	<b>151,510.00</b>

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

CERTIFIED:

*P. Vice*

P. Vice, Purchasing Manager

*A. Rennie*  
 Witness

*6/25/15*

City of Fayetteville  
Bid 15-37, Construction – 2015 Asphalt Microsurfacing  
Bid Form

Contract Name: Bid 15-37, Construction – 2015 Asphalt Microsurfacing  
Bid Number 15-37

BID TO:

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

BID FROM:

Bidder: Daehson Construction Co., LLC

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

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

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

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

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.

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

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

**Section 4 – Price:**

Line Item	Description	Unit of Measurement	Estimated Quantity	Line Item Unit Price	Total Base Bid
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	54,500	\$ 2.78	\$ 151,510.00

**Section 5 – Listing of Subcontractors:**

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

**Section 6 – Contract Times:**

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

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

**Section 7 – Communications:**

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

Donelson Construction Co., LLC  
c/o Mike Donelson  
1075 Wise Hill Road Clever, MO 65631

Phone No. 417-743-2694

FAX No. 417-743-2945

**Section 8 – SIGNATURE:**

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

SUBMITTED on this 24<sup>th</sup> Date of June, 20 15.

Arkansas State Contractor License No. 0094780416.

If Bidder is:

**OPTION 1: An Individual**

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

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

(Individual's Signature)

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

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

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

**OPTION 2: A Partnership**

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

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

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

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

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

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

**OPTION 3: A Corporation or LLC**

Corporation Name: Danelson (SEAL) Construction Co., LLC

Date of Incorporation: 2003

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

By: Michael J. Donelson  
(Signature – attach evidence of authority to sign)

Name (type or printed): Michael J. Donelson

Title: Member

(CORPORATE SEAL)

Business address: 1075 Wise Hill Road  
Clever, MO 65631

Phone No.: 417-743-2694 FAX No.: 417-743-2945

City of Fayetteville  
Bid 15-37, Construction – 2015 Asphalt Microsurfacing  
Vendor References

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

COMPANY NAME: Donelson Construction Co., LLC

BUSINESS ADDRESS: 1075 Wise Hill Road Clever, MO 65631

NUMBER OF YEARS IN BUSINESS: 12 HOW LONG IN PRESENT LOCATION: 12

TOTAL NUMBER OF CURRENT EMPLOYEES: ~~50~~ 50 FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 20 FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

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

1. Christian County, MO

COMPANY NAME

Ozark, MO

CITY, STATE, ZIP

Bill Barnett

CONTACT PERSON

417-581-2112

TELEPHONE

2013

DATE COMPLETED

\_\_\_\_\_

E-MAIL ADDRESS

3. Greene County, MO

COMPANY NAME

Springfield, MO

CITY, STATE, ZIP

Jeff McCullough

CONTACT PERSON

417-838-6892

TELEPHONE

2014

DATE COMPLETED

\_\_\_\_\_

E-MAIL ADDRESS

City of Fayetteville, AR  
Bid 15-37, Construction – 2015 Asphalt Microsurfacing  
Page 27 of 29

2. City of Rolla, MO

COMPANY NAME

Rolla, MO

CITY, STATE, ZIP

Gene Stroup

CONTACT PERSON

573-364-8659

TELEPHONE

2014

DATE COMPLETED

\_\_\_\_\_

E-MAIL ADDRESS

4. City of Olathe

COMPANY NAME

Olathe, KS

CITY, STATE, ZIP

Jeff Beal

CONTACT PERSON

913-971-9050

TELEPHONE

2014

DATE COMPLETED

\_\_\_\_\_

E-MAIL ADDRESS





**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

Donelson Construction Company, LLC.  
1075 Wise Hill Road  
Clever, MO. 65631

**SURETY:**

*(Name, legal status and principal place of business)*

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

City of Fayetteville, Arkansas

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent (5%) of Amount Bid \*\*\*

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Bid 15-37, Construction-2015 Microsurfacing  
Fayetteville, Arkansas

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 25th day of June, 2015

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

Donelson Construction Company, LLC.

\_\_\_\_\_  
(Principal) member (Seal)

(Title)  
UNITED FIRE & CASUALTY COMPANY  
  
\_\_\_\_\_  
(Surety) Attorney in Fact (Seal)  
(Title)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE, OR S. CHRISTINE TOWNSEND, ALL INDIVIDUALLY OF SPRINGFIELD MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of October, 2015 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

**"Article VI - Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of October, 2013

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:  
 On 14th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
 My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of June, 2015.



By: *David A. Lange*  
 Secretary, UF&C  
 Assistant Secretary, UF&I/FPIC

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Fayetteville, Arkansas, and Donelson Construction Co., LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Donelson Construction Co., LLC at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 15-37 as stated in Donelson Construction Co., LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 15-37, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Donelson Construction Co., LLC based on their bid proposal in an amount not to exceed \$151,510 for the initial scope of work and \$2.78 per square yard for changes necessary based on project conditions. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Donelson Construction Co., LLC consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 15-37 with the specifications and conditions typed thereon.
  - B. Donelson Construction Co., LLC bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Donelson Construction Co., LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Donelson Construction Co., LLC.
5. Donelson Construction Co., LLC shall not assign its duties under the terms of this agreement.
6. Donelson Construction Co., LLC agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Donelson Construction Co., LLC performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Donelson Construction Co., LLC shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Donelson Construction Co., LLC shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

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

The premiums for all insurance and the bond required herein shall be paid by Donelson Construction Co., LLC.

8. Donelson Construction Co., LLC to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Donelson Construction Co., LLC with 30 days written notice.
10. This project shall be completed within 30 calendar days from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

Donelson Construction Co., LLC

CITY OF FAYETTEVILLE, ARKANSAS

By: Michael J. Donelson  
Signature

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

Michael J. Donelson  
Printed Contractor Name & Title

Sandra E. Mayer  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

Sandra E. Mayer  
Company Secretary (Printed Name)

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

Business Address  
1075 Wisch Hill Road  
Clever, MO 65631  
City, State & Zip Code

Date Signed: 7/20/15

Date Signed: \_\_\_\_\_

Bond No. 54205100

**PERFORMANCE BOND**

Conforms with The American Institute of Architects  
A.I.A. document No. A-311

KNOW ALL BY THESE PRESENTS: that Donelson Construction Company, LLC.

(Here insert full name and address or legal title of Contractor)

1075 Wise Hill Road  
Clever, MO. 65631

as Principal, hereinafter called Contractor, and, United Fire & Casualty Company

(Here insert full name and address or legal title of Surety)

P.O. Box 73909  
Cedar Rapids, IA. 52407 (319) 399-5700

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fayetteville, Arkansas

(Here insert full name and address or legal title of Owner)

113 W. Mountain Street  
Fayetteville, AR. 72701

as Obligee, hereinafter called Owner, in the amount of One Hundred Fifty-one Thousand Five Hundred Ten Dollars And Zero  
Cents Dollars ( \$151,510.00 ).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated \_\_\_\_\_,

entered into a contract

with Owner for 2015 Asphalt Microsurfacing

(Here insert full name, address and description of project)

Fayetteville, Arkansas

in accordance with Drawings and Specifications prepared by N/A

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

54205100

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 27<sup>th</sup> day of July, 2015.

Anna E. Maffei (Witness)

Sammy Williams (Witness)

Donelson Construction Company, LLC. (Seal) (Principal)

Michael J. Donlon (Title) Member

United Fire & Casualty Company (Seal) (Surety)

Carrie A. [Signature] Attorney-In-Fact (Title)

**LABOR AND MATERIAL PAYMENT BOND**

**Bond No. 54205100**

Conforms with The American Institute of Architects  
A.I.A. Document No. A-311

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE  
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL BY THESE PRESENTS; that **Donelson Construction Company, LLC.**  
(Here insert full name and address or legal title of Contractor)

1075 Wise Hill Road  
Clever, MO. 65631

as Principal, hereinafter called Principal, and, **United Fire & Casualty Company**  
(Here insert full name and address or legal title of Surety)

P.O. Box 73909  
Cedar Rapids, IA. 52407  
(319) 399-5700

as Surety, hereinafter called Surety, are held and firmly bound unto **City of Fayetteville, Arkansas**  
(Here insert full name and address or legal title of Owner)

113 W. Mountain Street  
Fayetteville, AR. 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **One Hundred Fifty-**  
**one Thousand Five Hundred Ten Dollars And Zero Cents** Dollars  
( \$151,510.00 ).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

Principal has by written agreement dated \_\_\_\_\_, entered into a contract

with Owner for **2015 Asphalt Microsurfacing**  
(Here insert full name, address and description of project)

**Fayetteville, Arkansas**

in accordance with Drawings and Specifications prepared by **N/A**  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



LABOR AND MATERIAL PAYMENT BOND

54205100

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials

were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 27<sup>th</sup> day of July, 2015.

Shara E. Muff (Witness)

Donelson Construction Company, LLC. (Seal) (Principal)

Michael J. Jones (Title) Member

Sammy Williams (Witness)

United Fire & Casualty Company (Seal) (Surety)

Carla [Signature] (Title) Attorney-In-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY T. YOST, OR CALLAE J. DGTY, OR WILLIAM L. SOUTHWORTH, OR BRANDI J. BRADLEY, OR TOM MONTLEDONE, OR S. CHRISTINE TOWNSEND, ALL INDIVIDUALLY OF SPRINGFIELD MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of October, 2015 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2: Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may from time to time appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN-WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of October, 2013

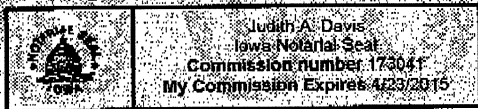
UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 14th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Davis* Notary Public  
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



By: *David A. Lange*  
Secretary, UF&C  
Assistant Secretary, UF&I/FPIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	CONTACT NAME: Cecilia Early	FAX (A/C, No): (417) 887-3252	
	PHONE (A/C, No, Ext): (417) 887-3550	E-MAIL ADDRESS: ceearly@bpj.com	
INSURED Clever Stone Company Inc Donelson Construction Company LLC 1075 Wise Hill Rd Clever MO 65631	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire & Casualty Co		13021
	INSURER B: Midwest Builders Casualty		13126
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES** CERTIFICATE NUMBER: CL151715670 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		60342186	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		60342186	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		60342186	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	15BWC0885	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Vehicles		60342186	1/1/2014	1/1/2015	LIMIT OF INSURANCE 250,000 DEDUCTIBLE 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Ref: 2015 Asphalt Microsurfacing, Fayetteville, AR. The Certificate Holder is an additional insured for General Liability when required by written contract.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cecilia Early/CLE

ACORD 25 (2010/05)  
INS025 (201005).01

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## 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](mailto:Purchasing@fayetteville-ar.gov).  
Purchase shall not be made until an actual PO has been issued.**

Requisition No.:	Date: <b>8/5/2014</b>
P.O Number:	

Vendor #: <b>23562</b>	Vendor Name: <b>Donelson Construction Co., LLC</b>	Mail <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Legistar#: 2015-0298</b>
Address:		FOB Point:	Expected Delivery Date:
City:	State:	Zip Code:      Ship to code: <b>104</b>	
		Taxable <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Quotes Attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Requester: <b>Ginny Gundlach</b>	Requester's Employee #: <b>2283</b>	Extension: <b>3489</b>		
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	<b>Asphalt Microsurfacing</b>	<b>54500</b>	<b>SQ YD</b>	<b>2.78</b>	<b>\$151,510.00</b>	<b>4470.9470.5417.00</b>	<b>02052 / 1</b>		
2					<b>\$0.00</b>				
3					<b>\$0.00</b>				
4					<b>\$0.00</b>				
5					<b>\$0.00</b>				
6					<b>\$0.00</b>				
7					<b>\$0.00</b>				
8					<b>\$0.00</b>				
9					<b>\$0.00</b>				
10					<b>\$0.00</b>				
*	Shipping/Handling		Lot		<b>\$0.00</b>				

Special Instructions: <b>Contract # _____, Per Bid 15-37 &amp; Res _____</b>	Subtotal: <b><u>\$151,510.00</u></b> Tax: <b><u>\$0.00</u></b> Total: <b><u>\$151,510.00</u></b>
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Approvals:

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