

August 8, 2007

Mr. Jason Wilkie, Director City of Jonesboro – Parks and Recreation 1212 South Church Street Jonesboro, Arkansas 72401

RE: Bid Letting Turtle Creek Greenway Phase I (Bid # 2007:42) City of Jonesboro, Arkansas

Dear Mr. Wilkie:

As you know, the bid letting for the above-referenced project was held Wednesday, August 1, 2007, at Mr. Steve Kent's office. Two (2) bids were received for this project. Enclosed for your review and project files are the following:

- 1. Detailed bid tabulation sheet; and,
- 2. Copies of the bids received.

The low bid, \$99,000.00, was submitted by Alvin Crabtree Construction of Jonesboro, Arkansas. I have spoken with a representative from Crabtree Construction concerning the bonding agent that they will be using for the project. Their bonding agent is on the list of federally approved surety companies. Therefore, we recommend award of the contract to:

Alvin Crabtree Construction; 499 CR 383, Bono, Arkansas 72416; Alvin Crabtree, Owner; Phone (870) 932-6731.

Enclosed for use are unexecuted copies of the Notice of Award, the Contract, and Performance/Payment Bond that will be submitted to the Contractor upon approval of the bids by the City.

If you should have any questions or comments, please do not hesitate to call me at (870) 972-5316. Please send any written correspondence concerning this project to our office in Jonesboro at the above-listed address.

Very truly yours,

NRS CONSULTING ENGINEERS

Jøhn S. Selig, P.E. Project Engineer

enclosures

JONESBORO # HOT SPRINGS # TEXARKANA

#### CITY OF JONESBORO, ARKANSAS

#### TURTLE CREEK GREENWAY PHASE I (BID # 2007:42)

## WEDNESDAY, AUGUST 1, 2007 3:00 P.M.

### BID TABULATION

				ing a set	OW BIDDER	5 C	
ITEM	QTY	UNIT	DESCRIPTION	Alvin Crabtree Construction Bono, Arkansas		Precision Grading & Excavation, LLC Paragould, Arkansas	
1	1,673	L.F.	Construct 12' Wide, Asphalt Walking Trail	\$41.69	\$69,747,37	\$56.41	\$94,373.93
2	1,089	L.F.	Construct 6' Wide, Asphalt Walking Trail	\$22.96	\$25,003.44	\$40.84	\$44,474.76
3	1	Ĺ.S.	Installing Horizontal Elliptical Culverts	\$XXXX	\$2,249,19	\$XXXX	\$1,456.00
4	2	EA.	Construct Concrete Pads for Rest Areas	\$1,000.00	\$2,000.00	\$733.90	\$1,467.80
5	1	L.S.	Construct Lighted Pedestrian Crosswalk on Race Street	\$XXXX	\$37,000.00	SXXXX	\$38,084.50
TOTAL BASE BID				\$136,000.00	25	\$179,856.99	
DEDUCT	TIVE ALTI	ERNATE	NO. 1		and the margaret of the		
1	1	L.S.	Construct Lighted Pedestrian Crosswalk on Race Street				\$38,084.50
	TOTAL E	BASE BIL	MINUS DEDUCTIVE ALT. NO. 1		\$99,000.00		\$141,772.49
DEDUCI	TIVE ALT	ERNATE					
2	1,100	L.F.	Construct 6' Wide Asphalt Walking Trail	\$22.96	\$25,256.00		\$44,924.00
	TOTAL E	BASE BID	MINUS DEDUCTIVE ALT, NO. 1		\$73,744.00 *		\$96,848,49

\* Denotes error corrected by NRS Consulting Engineers.

CERTIFIED AS TRUE AND CORRECT:

NRS CONSULTING ENGINEERS

JOHN S. SELIG, P.E. PROJECT ENGINEER



# **CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and

between <u>Alvin Crabtree</u> an individual trading as <u>Alvin Crabtree Construction</u> hereinafter called the "Contractor" and the <u>City of Jonesboro, Arkansas</u>, hereinafter call the "Owner".

# WITNESSETH

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

<u>ARTICLE 1</u>. <u>Statement of Work</u>. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of the <u>Turtle Creek Greenway Phase I</u> in strict accordance with the Contract Documents, including all Addenda thereto

 dated
dated

as prepared by the Engineer.

<u>ARTICLE 2</u>. <u>The Contract Price</u>. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

<u>ARTICLE 3.</u> <u>Contract Time</u>. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within <u>Sixty (60)</u> calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

<u>ARTICLE 4</u>. <u>Contract</u>. The executed Contract Documents shall consist of the following:

a. This Agreement (Contract)b. Addenda

f. General Conditions

g. Supplemental General Conditions

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c. Advertisement for Bids

- d. Instructions to Bidders
- e. Proposal

- h. Special Conditions
- i. Technical Specifications including Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

<u>ARTICLE 5.</u> Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do búsiness in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in <u>seven (7)</u> counterparts, each of which shall be considered and original on the day and year first above written.

ATTEST:

	Alvin Crabtree Construction (Contractor)
	By
	Title
	(Street)
	(City)
	City of Jonesboro (Owner)
	By
(Print the names underneath all signatures).	four\contract

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