

Benton County RFB
2020 Fisher Ford Road Repair
Section B: Vendor References

The following information is required from all bidders so all bids may be reviewed and properly evaluated:

Company Name DIAMOND C CONSTRUCTION
Business Address P.O. BOX 803 1259 WEST MAIN GENTRY, AR 72734
Number of years in business 8 How long in present location 8
Total number of current employees 9 Full time 9 Part time _____
Number of employees you plan to use to service this contract 5 Full time 5 Part time _____

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

- 1 Company Name: SEE ATTACHED
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 2 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 3 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 4 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

PAST PROJECTS LIST
WALKER BROTHRS INSURANCE IS SURETY ON ALL PROJECTS
BIDDER DOES 85% OF WORK ON ALL PROJECT WITH ITS OWN FORCES

1. Project: Illinois River Water Shed Pavilion
Location: Cave Springs, AR
Owner: City of Cave Springs
Engineer: Tom Hopper
Contract Price: \$885,518.00
Project Description: Sidewalks, Pavilion, parking lot, water, sewer
Month & Year Completed: April, 2016

2. Project: Razorback Greenway Trail Extension
Location: Bella Vista, AR
Owner: City of Bentonville, Bella Vista Trailblazers
Engineer: Jacob Shy
Contract Price: \$958,943.77
Project Description: Trail, Bridge, drainage structures, & improvements
Month & Year Completed: June, 2018

3. Project: Siloam Springs Intermediate School Parking
Location: Siloam Springs, AR
Owner: Siloam School District
Engineer: Ron Homeyer
Contract Price: \$750,000.00
Project Description: Paving, parking lot, drainage, utilities, landscaping
Month & Year Completed: 12/31/17

4. Project: Broadway Street Improvements
Location: Siloam Springs, AR
Owner: City of Siloam
Engineer: Justin Bland
Contract Price: \$503,596.69
Project Description: Sidewalks, drainage, pavers, street lights, landscaping
Month & Year Completed: April 28, 2018

5. Project: Southwind's Subdivision Drainage Improvements
Location: City of Farmington
Owner: City of Farmington
Engineer: Chris Brackett
Contract Price: \$293,036.51
Project Description: Drainage enhancements, storm drain, guttering
Month & Year Completed: October 19, 2018

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Section C: Statement of Disclosure and Contact information

Bidder must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

NO KNOWN RELATIONSHIP EXISTS

RELATIONSHIP EXISTS (Please explain)

PRIMARY CONTACT INFORMATION

At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Bidder shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) the County Selection Committee can contact for clarification or interview via telephone.**

Name of Primary Contact: MIKE CORDEIRO
Title of Primary Contact: PRESIDENT
Phone number #1 (cell phone): 479-957-3035 Secondary Phone#: 479-736-8801
E-Mail Address: mike@diamondconst.com

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO
If no, please list contact that can legally bind a contract for the firm:

Name: _____
Title: _____
Phone #1 (cell phone): _____ Phone 2: _____
E-Mail Address: _____

SPECIFICATIONS

It is the intent of these specifications to describe in sufficient detail to secure bids on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the bidder to conform to the requirements unless deviations have been specifically cited by the bidder and an acceptance made on the basis of the exception.

Fisher Ford Road Repair-Concrete Paving-Approximately 700 LF

- **Compacted aggregate base coarse will be provided by the county.** Contractor will be responsible for checking grades and any fine grading that may be needed for final preparation for concrete paving.
- **Centerline off-set staking will be provided by the county every 50 LF.**
- **Payment for work completed will be made at the unit price bid per linear foot for the length of Concrete Roadway actually paved. Measurement will be made along the centerline of the finished roadway. The unit price bid shall be full compensation for all materials, equipment, labor, and incidentals required to complete the project.**
- All concrete shall be class S(AE) 4000 PSI
- All exposed concrete shall have a broom finish
- Provide transverse control joints @ max spacing of 15' O.C.
- Provide expansion joints every 150 feet and at the end of each days pour
- ½" dia. smooth bars x 24" long set @ 9" O.C. Shall be provided at all expansion/contraction joints.
- 5% Bid Bond required.
- Plan attached

BID SHEET

Item No	Estimated Quantity		Item Description & Unit Bid Price (written in words)	Unit Bid Price (figures)	Total Amount
1	700	LF	Concrete Roadway Complete in place Two hundred sixty seven _____ dollars & Five _____ cents per LINEAR FOOT	\$ 267.05	\$186,938.19

Bid must be signed to be considered.

The undersigned hereby offers to furnish and deliver the articles or services as specified, at the prices and terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Bidder and County Judge.

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Date: 10/27/2020

Signature: 

Name: MIKE CORDEIRO

Company: DIAMOND C CONSTRUCTION

Address: P.O BOX 803

1259 WEST MAIN

City, State, Zip: GENTRY, AR 72734

Phone: 479-957-3035

Email: mike@diamondcconst.com

THE
CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Diamond C Construction Company

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, 6200 S. Gilmore Road, Fairfield, Ohio 45014-5141, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto Benton County AR Government

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid

Dollars (\$ 5% of bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Fisher Ford Road Repair - Concrete Paving

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of October

2020

Diamond C Construction Company

(Principal)

(Seal)



(Witness)

By:



(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)



(Witness)

By:



Billy Eugene Bennett, Jr. Attorney-in-Fact

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, February 1970 Edition.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marvin Smith IV, Mike Luttrell, Billy Eugene Bennett, Jr., Danny Schneider, Jacque Lindsey, Adrian Luttrell,

of Springdale, AR

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Vice President

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 26th day of October 2020

Signature of Assistant Secretary

Assistant Secretary

