

SECTION 00 41 00 - BID FORM

Contractor License No.: 0369280327
Place of Bid Opening Tontitown City Hall Date 08/04/26
Proposal of Southern Brothers Construction, LLC.
a corporation organized and existing under the laws of the State of Arkansas
A Partnership consisting of _____
An individual trading as _____

The Bidder, in compliance with your advertisement for bids for New Building for Tontitown Police Department, Tontitown, Arkansas, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project in accordance with Section 00 21 13, Para. 1.06 TIME OF COMPLETION AND LIQUIDATED DAMAGES, subparagraphs A and B of the project manual. Bidder further agrees to pay, as liquidated damages, the rate specified in Section 00 21 13, Para. 1.06.B of the project manual.

1. BID SECURITY: The sum of: \$ _____ in the form of 590 is submitted herewith.
2. BASE PROPOSAL: \$ \$4,968,715
(Amount shall be in numbers only)
3. DEDUCTIVE ALTERNATES

DEDUCTIVE ALTERNATE 1: ARCHITECTURAL

Item A: Provide MPS Acoustics – slim baffle (7"H x 2-1/8"W as shown on drawings). Color to be selected from Woodgrain line.

\$ (\$1,460.00)
(Amount shall be in numbers only)

DEDUCTIVE ALTERNATE 2: CIVIL

Item A: Add (1) Hose Bib / Relocate (1) Hose Bib at Front Corners of Building; Delete Irrigation System

Item B: Reduce Security Fence and Gates from 8' to 6' in Height

Item C: Omit (3) Parking Stalls

Item D: Delete Eastern Gravel Parking Area and Angled Curb and Gutter

Item E: Remove Concrete Firing Lanes; Smooth Grade Bottom of Pond

Item F: Remove monument sign. Retain circuit for owner-provided sign.

\$ (\$66,645)
(Amount shall be in numbers only)

DEDUCTIVE ALTERNATE 3: MEP

Item A: For RTU-1, RTU-2, RTU-3, and RTU-4, provide JCI RTUs with 2-stage compressors instead of Greenheck RTUs with inverter scroll compressors. All other RTU specifications shall remain.

Item B: Remove Type TL1 and TL2 light fixtures and associated components/controls. Retain circuit for owner-provided lighting.

Item C: Remove type BL1 light fixtures. Provide concrete bollards in lieu of BL-1 bollards.

\$ (\$54,862)
(Amount shall be in numbers only)

4. UNIT PRICES:

A. Undercut and Compacted Backfill: Undercut and backfill requirements, which are required to be included in the base Proposal, are stated in Specification Section 00 54 13 SUPPLEMENTARY SCOPE STATEMENT. If the required amount of undercut and compacted backfill is increased or reduced by direct ion of the Architect, an adjustment to the Contract Sum will be made on the basis of unit prices.

Bidder shall state in the proposal the amount, per cubic yard, to be added to or deducted from the Contract Sum due to increase or decrease in the amount required. Only one price will be accepted for each item and will apply to both increases and decreases.

Per cubic yard: \$ 30⁰⁰

5. ADDENDA RECEIPT

Addenda: No. 1. 07/26/26 No. 2. 07/30/26 No. 3. 08/03/26

6. ACCEPTANCE OR REJECTION OF PROPOSAL

In submitting this bid, it is understood that Owner reserves right to reject any and all bids. If written notice of acceptance of this bid is mailed, telegraphed or delivered to the Undersigned within Thirty (30) days after opening of the bid, or at any time thereafter before this bid is withdrawn, the Undersigned agrees to execute and deliver a contract in prescribed form and furnish required Bond within ten (10) days after contract is presented for signature.

7. SUBCONTRACTORS

The undersigned designates successful Subcontractors to whom subcontracts will be awarded if the Proposal is accepted. All Bidders must also comply with the requirements of using subcontractors as stated in Ark. Code Ann § 22-9-203, and by Ark. Code Ann § 22-9-204. Bids shall also be submitted in compliance with the requirements of Act 871 of 1983 of the General Assembly of the State of Arkansas, as amended.

In each instance where the total bid submitted by the licensed Prime Contractor exceeds \$50,000.00, all Prime Contractors, as a condition to perform work for and in the State of Arkansas shall use no other subcontractors except those licensed by the State Contractor's Licensing Board and qualified in: (a) Mechanical (indicative of heating, air conditioning and ventilating), (b) Plumbing, (c) Electrical (indicative of wiring and illuminating fixtures), and (d) Roofing and Sheet Metal work (indicative of roofing application). In the event the Prime Contractor is qualified and licensed by the "Arkansas State Contractor's Licensing Board", he may use his own forces to perform those tasks listed herein as subcontractors in one or more of the trades listed.

The Prime Contractor shall make a definite decision regarding the subcontractors he intends to use and he shall place the names of each subcontractor in a blank space to be provided on the Form of Proposal of his bid. It shall be mandatory that the (a) masonry, (b) roofing and sheet metal, (c) plumbing, (d) mechanical, and (e) electrical subcontractors named on the Form of Proposal by the Prime Contractor awarded a contract under the provisions of this Code be given contracts by the Prime Contractor in keeping with their proposals to perform the items for which they were named.

	NAME OF SUBCONTRACTORS	LICENSE NO.
Masonry	<u>Walker Masonry</u>	<u>0190390527</u>
	Is the amount of work \$50,000 or over: Yes ☒ No ☐	
Roofing/Sheet Metal	<u>Seamless Systems, Inc.</u>	<u>0006570727</u>
	Is the amount of work \$50,000 or over: Yes ☒ No ☐	
Plumbing	<u>HDF Plumbing</u>	<u>0607240427</u>
	Is the amount of work \$50,000 or over: Yes ☒ No ☐	
Mechanical	<u>Clearwater HVAC</u>	<u>0509870429</u>
	Is the amount of work \$50,000 or over: Yes ☒ No ☐	
Electrical	<u>Crainet's Electric</u>	<u>0198270427</u>
	Is the amount of work \$50,000 or over: Yes ☒ No ☐	

8. TRENCH OR EXCAVATION SAFETY SYSTEMS: Act 291 of 1993 requires the inclusion in all bids for public works project a separate price pay item for Trench or Excavation Safety Systems. In accordance with the current edition of Occupational Safety and Health Administration Standard for Excavation and Trenches Safety, 29 CFR 1926, Subpart P, Bidder has included the following amount in the Base Bid Proposal for Trench or Excavation Safety Systems: (\$ 500)

Firm Name Southern Brothers Construction Co
By Leslie Etkins

Business Address

2156 E Emma
Springdale AR 72764

Seal (if Corporation)

Attest: L. Etkins

(Corporate Secretary)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Southern Brothers Construction, LLC
2156 E Emma Avenue, Suite 300
Springdale, AR 72764

SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

Mailing Address for Notices

Mail all correspondence to the address listed above.

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

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

OWNER:

(Name, legal status and address)

City of Tontitown
235 E. Henri de Tonti Blvd
Tontitown, AR 72762

BOND AMOUNT: \$ 5% - Five Percent of the Amount Bid

PROJECT:

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

New Building for Tontitown Police Department
E Fletcher Ave, Tontitown, AR 72762

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 4th day of August, 2026.


(Witness)


(Witness) Qiana Wilson

Southern Brothers Construction, LLC

(Principal)

(Seal)


(Title)

Great Midwest Insurance Company

(Surety)

(Seal)


(Title) Martin Moss

Attorney-In-Fact



State of Illinois}

} ss.

County of DuPage}

On 8/4/2026, before me, Qiana L. Wilson, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Martin Moss known to me to be Attorney-in-Fact of Great Midwest Insurance Company. The corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 22, 2026



Qiana L. Wilson, Notary Public

Commission No. 962816



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Kelly A. Gardner, Stephen T. Kazmer, Jennifer J. McComb, James I. Moore, Tariese M. Pisciotta, Melissa Schmidt, Martin Moss

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

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

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

September 25



GREAT MIDWEST INSURANCE COMPANY

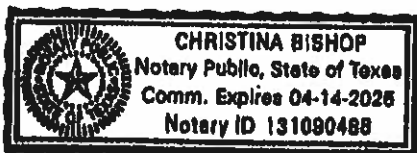
BY

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 4th Day of August, 2026.



BY

Leslie K. Shaanty
Leslie K. Shaanty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.