RESOLUTION NO. 2021-02

A RESOLUTION AUTHORIZING THE MAYOR OF PLEASANT PLAINS, ARKANSAS, TO ENTER INTO CONSTRUCTION CONTRACT FOR FENCING AT THE PARK

WHEREAS, Pleasant Plains will receive quotes for chainlink fencing at the park. The funding for the project is being provided by a grant from the Department of Parks and Tourism and local matching funds. The Engineer will review all quotes and make a recommendation for award; and

WHEREAS, it is necessary for the Mayor to sign the construction contract prior to execution of the work;

NOW, THEREFORE, IT IS RESOLVED that the City Council of Pleasant Plains, Arkansas, hereby declares that the Mayor be authorized to execute the contract for the specified work based on the Engineer's recommendation.

Said contract amount not to be changed without properly executed change orders.

ENTERED this 8th day of April, 2021.

Mayor

City Clerk

CONTRACT

THIS AGREEMENT, made this day of May, 2021, by and between the City of Pleasant Plains herein called OWNER, acting herein through Mayor Ken Burns, and Harris Security Fence of Batesville, Arkansas, hereinafter called CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Chain link Fencing. Work to be done in accordance with the plans and specifications. Said work includes all labor and materials and will be performed at the Pleasant Plains Park.

The CONTRACTOR agrees to perform the work as outlined on the plans and specifications for the sum of **Eighteen Thousand Three Hundred and NO/100 Dollars (\$18,300)**. The CONTRACTOR will furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions stated in the specifications/general conditions which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 30 consecutive calendar days thereafter, unless a time extension is granted in writing.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract. Payment will be made in accordance with estimates submitted and approved the OWNER and CONTRACTOR. CONTRACTOR will be required to furnish OWNER with Release of Liens certificates prior to final payment.

IN WITNESS WHEREOF, the parties to these present have executed this contract in quadruplicate, each of which shall be deemed an original, in the year and date first above mentioned.

| | OWNER: |
|---------------------|-------------------------|
| | City of Pleasant Plains |
| mb Hayan Witness | By Land Burns |
| Witness | Mayor |
| | |
| | CONTRACTOR: |
| | Harris Security Fence |
| | Contractor |
| | By: Mika Jum |
| Witness | Owner |



DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE 05/10/2021 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 have ADDITIONAL INSURED provisions or 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 CONTACT Christina Maple Ephlin Insurance Group, Inc. DBA Ephlin Insurance, PHONE (A/C, No. Ext): 870-793-9853 E-MAIL ADDRESS: cmaple@ephlingroup.com FAX (A/C, No): Peterson Ins & White River Ins 8099 Stage Hills Blvd Ste 102 Bartlett, TN 38133 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Natiowide General Insurance Company 23760 INSURED Harris Security Fence James Harris INSURER B : 430 McHue Road INSURER C: Southside, AR 72501 INSURER D : INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER: 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. ADDL SUBR INSD WVD POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY ACPCG013200373064 05/04/2021 05/04/2022 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR 100,000 \$ MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 **GENERAL AGGREGATE** \$ 2,000,000 POLICY PRODUCTS - COMP/OP AGG \$ OTHER: AUTOMOBILE LIABILITY MBINED SINGLE LIMIT (Ea accident) ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) S PROPERTY DAMAGE (Per accident) S \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ DED WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT NIA OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE S If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER 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

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City of Pleasant Plains PO Box 269

Pleasant Plains, AR 72568

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ENTERED this 8th day of April, 2021.

Mayor

City Clerk



BID TABULATION CONSTRUCTION OF WALKING TRAIL PLEASANT PLAINS, ARKANSAS M-N 19-053

March 31, 2021 at 10:00 A.M. Town of Pleasant Plains 6 Floral Road Pleasant Plains, AR 72568

| CONTRACTOR'S NAME | ADDRESS | ARKANSAS LICENSE NO. | BASE BID |
|-------------------------------|--|-------------------------|------------|
| BRADFORD & SCRUGGS | 8424 Counts Massie Road Maumelle, AR 72113 | | 9 |
| COX PAVING | 360 Honey Holler Road Bald Knob, AR 72010 | 0000520421 | 32,480°° |
| HAWKEYE ENTERPRISES | 7057 11: 1 004 | 034/210321 | |
| STEEP CREEK LLC | 14 Woodruff Lane Conway, AR 72032 | | |
| TRICO INC | 1592 W. Cardinal Drive Horseshoe Bend, AR 72512 | 0198520321 | 39, 200 °° |
| WAGNER GENERAL CONTRACTORS | 600 W. Race Ave. | 0165491021 | |

I hereby certify that this is a true copy of the bids as taken on the above-named project at the time and place stated. All bids have been computed and verified in our office and found to be correct unless otherwise noted.

Wayne Menley Project Engineer