

Added at
Agenda Session
11-29-11
Consent

City Council Agenda Items
and
Contracts, Leases or Agreements

12/6/2011

City Council Meeting Date
Agenda Items Only

Byron Humphry
Submitted By

Park Maintenance
Division

Parks and Recreation
Department

Action Required:

A resolution awarding Bid #11-67 and approval of a contract with Pick-It Construction, Inc. in the amount of \$102,139 with a 10% project contingency of \$10,214 for a total project cost of \$112,353 for the Construction of Dugouts and Bleacher Covers at Walker Park and approval of a budget adjustment in the amount of \$16,419 from Parks Development Funds.

\$ 112,353.00
Cost of this request

\$ 116,419.00
Category / Project Budget

Contract Srvs/Walker Park Baseball
Program Category / Project Name

2250.9255.5315.00
Account Number

\$ 4,066.00
Funds Used to Date

Parks Development / Contract Srvs
Program / Project Category Name

11024.1101
Project Number

\$ 112,353.00
Remaining Balance

Parks Development Capital
Fund Name

Budgeted Item

Budget Adjustment Attached

Connie Zimmerman 11-18-11
Department Director Date

Previous Ordinance or Resolution # 132-11

[Signature] Nov 21, 2011
City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Marsla Husted 11/21/11
Finance and Internal Services Director Date

Received in City Clerk's Office 11-18-11 P03:52 IN
Kevin G.

Ann Man 11/21/11
Chief of Staff Date

Received in Mayor's Office
ENTERED 11/21/11

Frederick Durbin 11/23/11
Mayor Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *C.E.*

From: Byron Humphry, Maintenance Superintendent *BH*

Date: November 18, 2011

Subject: **Bid #11-67, Construction of Walker Park Dugouts and Bleacher Covers
Agenda Request for December 6, 2011 Meeting**

PROPOSAL:

The Fayetteville Youth Baseball Board of Directors has requested improvements to the Baseball Complex at Walker Park for many years. The Baseball Complex was built by volunteers starting in 1960. It is an old facility that needs improvements to serve the baseball community until the Regional Park's Baseball Complex is built.

On August 2, 2011, the City Council passed Resolution Number 132-11 to approve a budget adjustment in the amount of \$100,000 to be used to fund Walker Park Baseball Improvements. Parks and Recreation staff have worked with Fayetteville Youth Baseball (FYBB) to develop a list of priority projects including construction of new dugout areas with benches and the addition of bleacher safety/shade structures. These improvements will help Fayetteville to attract more tournaments, but more importantly will serve youth ages 5 to 12 who love to play the game of baseball. Currently there are 855 youth playing baseball at Walker Park. In addition, there are 11 competitive teams who utilize the fields. Improvements are planned to be completed by March 2012, in time for the spring baseball season.

The project was advertised for bid on October 19 and 26, and bids were opened on November 4, 2011. Two vendors including Pick-It Construction, Inc. and Heckathorn Construction Company, Inc. submitted bids. Pick-It Construction, Inc. was the low bid in the amount of \$ 111,054, after taking all deductive alternatives. (See attached bid tabulation sheet.)

Because the low bid was \$111,054 and only \$95,000 was certified, Parks staff negotiated with Pick-It Construction to change the scope of work in order to reduce the contract price. A change order in the amount of \$8,915 was agreed upon and is submitted in conjunction with this agreement. The contract price with Change Order No. 1 will be \$102,139.

If approved, the project is anticipated to begin in December 2011 and be completed by March 2012.

RECOMMENDATION:

A resolution awarding Bid #11-67 and approval of a contract with Pick-It Construction, Inc. in the amount of \$102,139 with a 10% project contingency of \$10,214 for a total project cost of \$112,353 for the Construction of Dugouts and Bleacher Covers at Walker Park and approval of a budget adjustment in the amount of \$16,419 from Parks Development Funds.

BUDGET IMPACT:

This project is funded with Park Development Funds. Total project cost including a 10% project contingency is \$112,353.

Attachments:

Staff Review Form
Bid Tabulation Sheet
Pick-It Construction, Inc. Bid Submittal
Agreement Signed by Contractor
Purchase Requisition
Budget Adjustment
Pick-It Construction Change Order No. 1 Cost Estimate
Change Order No. 1

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE AND PICK-IT CONSTRUCTION, INC. IN THE AMOUNT OF NOT-TO-EXCEED \$111,054.00 FOR CONSTRUCTION OF DUGOUTS AND BLEACHER COVERS AT WALKER PARK AND TO APPROVE A BUDGET ADJUSTMENT OF \$16,419.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached contract between the City of Fayetteville and Pick-It Construction, Inc in the amount of not-to-exceed \$11,054.00 for construction of dugouts and bleacher covers at Walker Park, authorizes Mayor Jordan to sign this contract and approves a budget adjustment of \$16,419.00.

PASSED and APPROVED this 6th day of December, 2011.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville
Bid 11-67, Construction – Walker Park Dugouts and Bleacher Covers
Agreement – Between City of Fayetteville and Contractor

This agreement is dated as of the _____ day of _____ in the year of 2011 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Pick-It Construction, Inc. (herein after called CONTRACTOR). CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. CONTRACTOR 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 11-67 as stated in Pick-It Construction, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 11-67, all included herein as if spelled out word for word.
2. The CITY OF FAYETTEVILLE shall pay CONTRACTOR based on their bid proposal in an amount not to exceed \$111,054.00 (bid price includes taking all three deductive alternates totaling \$32,850.00). Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the CITY OF FAYETTEVILLE and CONTRACTOR consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 11-67 with the specifications and conditions typed thereon.
 - B. CONTRACTOR's 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 CONTRACTOR and may be modified only by a duly executed written instrument signed by the CITY OF FAYETTEVILLE and CONTRACTOR.
5. CONTRACTOR shall not assign its duties under the terms of this agreement.
6. CONTRACTOR 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 CONTRACTOR's 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. Contract Time: The Work shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run and shall be completed and ready for final payment within 60 consecutive calendar days after the date when the Contract Time commences to run.
8. Liquidated Damages: CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 7 above, plus and extensions thereof allowed in accordance with the General Terms and Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY OF FAYETTEVILLE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 7 above for Substantial Completion until the Work

is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 7 above for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified above for completion and readiness for final payment.

9. The CONTRACTOR shall be entitled to payment of ninety-five percent (95%) of the earned progress payments when due, with the CITY OF FAYETTEVILLE retaining five percent (5%) to assure faithful performance of the contract.
10. CONTRACTOR 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, CONTRACTOR 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.

<u>Workmen's Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
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 CONTRACTOR.

11. CONTRACTOR to furnish proof of licensure as required by all local and state agencies.
12. This contract may be terminated by the CITY OF FAYETTEVILLE or CONTRACTOR within 10 days written notice.
13. 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.
14. 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.
15. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2011.

CONTRACTOR

CITY OF FAYETTEVILLE, ARKANSAS

By:  _____

LIONELD JORDAN, Mayor

NATHAN OGDEN, PRESIDENT
Printed Contractor Name & Title

ATTEST:

ATTEST:



Company Secretary

Sondra Smith, City Clerk

10024 N. Campbell Road
Business Address

Date Signed: _____

Fayetteville, AR 72701
City, State & Zip Code

Date Signed: November 17, 2011



BID: 11-67
 DATE: 11/04/11
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 11-67, Construction - Walker Park Dugouts and Bleacher Covers

BIDDER	TOTAL COST
1 Heckathorn Construction Company, Inc.	\$225,023.00
Deductive Alternative 1 \$	20,190.00
Deductive Alternative 2 \$	10,095.00
Deductive Alternative 3 \$	20,190.00
Total Less Deductives	\$174,548.00
2 Pick-it Construction, Inc.	\$143,904.00
Deductive Alternative 1 \$	13,140.00
Deductive Alternative 2 \$	6,570.00
Deductive Alternative 3 \$	13,140.00
Total Less Deductives	\$111,054.00

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

CERTIFIED: P. Vice
 P. VICE, PURCH MGR

 Julie Paladino
 WITNESS

 11/04/2011
 DATE

City of Fayetteville
Bid 11-67, Construction – Walker Park Dugouts and Bleacher Covers
Document 00400: Bid Form

Contract Name: Drake Field Security Improvements

Bid Number 11-67

BID TO:

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

BID FROM:

Bidder:

PICK-IT CONSTRUCTION, INC.
10024 N. CAMPBELL RD.
FAYETTEVILLE, AR 72701

Article 1 – Intent:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City in the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Bid 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 Bid Documents.

Article 2 – Terms & Conditions:

- A. 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 calendar days after the date of City's Notice of Award.

Article 3 – Bidder's Representation:

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>
<u>1</u>	<u>10/28/11</u>
<u>2</u>	<u>11/2/11</u>
<u> </u>	<u> </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.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that the City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Bid Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Bid Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City of Fayetteville.

This form continues on the next page.

Article 4 – Bid Price:

Bidder will complete the Work in accordance with the Contract Documents for the following prices listed below:

Bid Form: Bid 11-67, Construction - Walker Park Dugouts and Bleacher Covers						
FIELD #	Line Item	Description	Price Per Each	Quantity	TOTAL	
1	A	Dugout	\$ 6,345 ⁻	x 2	= \$ 12,690 ⁻	
	B	Bleacher Cover	N/A	x N/A	= N/A	
2	A	Dugout	\$ 6,345 ⁻	x 2	= \$ 12,690 ⁻	
	B	Bleacher Cover	N/A	x N/A	= N/A	
3	A	Dugout	\$ 6,345	x 2	= \$ 12,690 ⁻	
	B	Bleacher Cover	\$ 6,570 ⁻	x 2	= \$ 13,140	
4	A	Dugout	\$ 6,345	x 2	= \$ 12,690 ⁻	
	B	Bleacher Cover	\$ 6,570 ⁻	x 2	= \$ 13,140 ⁻	
5	A	Dugout	\$ 6,345 ⁻	x 2	= \$ 12,690 ⁻	
	B	Bleacher Cover	\$ 6,570 ⁻	x 2	= \$ 13,140	
6	A	Dugout	N/A	x N/A	= N/A	
	B	Bleacher Cover	\$ 6,570 ⁻	x 1	= \$ 6,570 ⁻	
7	A	Dugout	\$ 6,345 ⁻	x 2	= \$ 12,690 ⁻	
	B	Bleacher Cover	N/A	x N/A	= N/A	
8	A	Dugout	N/A	x N/A	= N/A	
	B	Bleacher Cover	\$ 6,570 ⁻	x 2	= \$ 13,140 ⁻	
N/A: Other	9	Mobilization (Shall not exceed 5% of total bid)	\$ 5,756 ⁻	x 1	= \$ 5,756 ⁻	
	10	Insurance and Bonds	\$ 2,878 ⁻	x 1	= \$ 2,878 ⁻	
TOTAL					\$ 143,904⁻	

This form continues on the next page.

DEDUCTIVE ALTERNATES (Required for ALL BIDS) Each deductive alternate should match the same line item in the bid form above						
FIELD #	Line Item	Description	Price Per Each	Quantity	TOTAL TO DEDUCT	
8	B	DEDUCTIVE ALTERNATE #1: Price to SUBTRACT from the total base bid to remove bleacher covers this contract - Field 8. This should match Line item 8B	\$ 6,570 ⁻	x 2	= \$ 13,140 ⁻	
6	B	DEDUCTIVE ALTERNATE #2: Price to SUBTRACT from the total base bid to remove bleacher covers this contract - Field 6. This should match Line item 6B	\$ 6,570 ⁻	x 1	= \$ 6,570 ⁻	
3	B	DEDUCTIVE ALTERNATE #3: Price to SUBTRACT from the total base bid to remove bleacher covers this contract - Field 3. This should match Line item 3B	\$ 6,570 ⁻	x 2	= \$ 13,140 ⁻	

****NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING CAN RESULT IN YOUR BID BEING REJECTED.**

****THE CITY WILL AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJECT (PLUS 25%).**

IN THE EVENT NO BID FALLS WITHIN THE AMOUNT OF FUNDS CERTIFIED FOR THE PROJCT, PLUS 25%, THE CITY WILL UTILIZE THE DEDUCTIVE ALTERNATES IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.

IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS WILL BE REJECTED.

This form continues on the next page.

Article 5 – Contract Times:

- A. Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Article 6 – Bid Content:

The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of 5% BID BOND
_____ Dollars (\$ _____).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - Sub-contractor name: F & R CONSTRUCTION Percent of work: 6 %
 - Sub-contractor name: FENCECO, INC. Percent of work: 28 %
 - Sub-contractor name: ALL STAR BLEACHERS Percent of work: 9 %
 - Sub-contractor name: _____ Percent of work: _____ %
 - Sub-contractor name: _____ Percent of work: _____ %

Article 7 – Bid Communications:

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

PICK-IT CONSTRUCTION, INC.
10024 N. CAMPBELL RD.
FAYETTEVILLE AR 72701
Phone No. (479) 973-5109
E-Mail: doug@pickitconstruction.com
FAX No. (479) 571-3672

Article 8 – Bid Signature:

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

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.: _____

A Corporation

Corporation Name: PICK-IT CONSTRUCTION, INC. (SEAL)

State of Incorporation: ARKANSAS

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

GENERAL CONTRACTOR

By: [Signature]

(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

END OF DOCUMENT 00400

City of Fayetteville
Bid 11-67, Construction – Walker Park Dugouts and Bleacher Covers
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated. All bidders are required to have performed at least four (4) contracts of similar scope within the past five (5) years.

COMPANY NAME: PICK-IT CONSTRUCTION, INC.
BUSINESS ADDRESS: 10024 N. CAMPBELL RD. FAYETTEVILLE, AR 72701
NUMBER OF YEARS IN BUSINESS: 9 yrs HOW LONG IN PRESENT LOCATION: 7 yrs
TOTAL NUMBER OF CURRENT EMPLOYEES: 5 FULL TIME 2 PART TIME
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 4 FULL TIME 2 PART TIME

PLEASE LIST LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST THREE (3) YEARS (All fields must be completed):

1. FARMINGTON PUBLIC SCHOOLS
COMPANY NAME
Farmington, AR 72730
CITY, STATE, ZIP
REGGIE HIGGS
CONTACT PERSON
(479) 267-6017
TELEPHONE

2. SEARLEY COUNTY SCHOOL DISTRICT
COMPANY NAME
Marshall, AR 72650
CITY, STATE, ZIP
ANDREW VINING
CONTACT PERSON
(870) 448-3011
TELEPHONE

FAX NUMBER

FAX NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

3. ARKANSAS ATHLETES OUTREACH
COMPANY NAME
Fayetteville, AR 72701
CITY, STATE, ZIP
BRAD FRIESS
CONTACT PERSON
(479) 442-9979
TELEPHONE

4. PRAIRIE GROVE PUBLIC SCHOOLS
COMPANY NAME
Prairie Grove, AR 72753
CITY, STATE, ZIP
SHANE McMULLEN
CONTACT PERSON
(479) 387-7373
TELEPHONE

FAX NUMBER

FAX NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

City of Fayetteville
Bid 11-67, Construction – Walker Park Dugouts and Bleacher Covers
Debarment Certification Form – **THIS FORM SHOULD BE SUBMITTED WITH ALL BIDS**

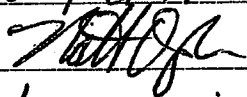
As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: NATHAN OGDEN, PRESIDENT
COMPANY: PICK-IT CONSTRUCTION, INC.
PHYSICAL ADDRESS: 10024 N. CAMPBELL RD. FAYETTEVILLE, AR 72701
MAILING ADDRESS: SAME AS ABOVE
PHONE: (479) 973-5109 FAX: (479) 571-3672
EMAIL: nathan@pickitconstruction.com
SIGNATURE: 
DATE: 11/2/11

NOTICE:

CAUSE: Debarment by an agency pursuant to FAR 9.406-2, GPO Instructions 110.11A, or PS Publication 41, for one or more of the following causes (a) conviction of or civil judgment for fraud violation of antitrust laws, embezzlement, theft, forgery, bribery, false statements, or other offenses indicating a lack of business integrity; (b) violation of the terms of a Government contract, such as a willful failure to perform in accordance with its terms or a history of failure to perform; or (c) any other cause of a serious and compelling nature affecting responsibility. (See Code N- Debarment pursuant to FAR 9.406 2(b)(2) Drug Free Workplace Act of 1988.)

TREATMENT: Contractors are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to renew or otherwise extend the duration of current contracts, or consent to subcontracts with these contractors, unless the City determines that there is a compelling reason for such action. Government prime contractors, when required by the terms of their contract, shall not enter into any subcontract equal to or in excess of \$25,000 with a contractor that is debarred, suspended, or proposed for debarment, unless there is a compelling reason to do so. Debarments are for a specified term as determined by the debarring agency and as indicated in the listing.

City of Fayetteville
Bid 11-67, Construction – Walker Park Dugouts and Bleacher Covers
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville 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/proposal to be eligible for consideration.

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

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

- 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.

NATHAN OGDEN
Printed Name


Signature, PRESIDENT

11/2/11
Date

U.S. Specialty Insurance Company

BID BOND

Bond No. 1112011

KNOW ALL MEN BY THESE PRESENTS, that we, Pick It Construction, Inc. as Principal (hereinafter called the "Principal"), and U.S. Specialty Insurance Company (hereinafter called the "Surety"), are held and firmly bound unto City of Fayetteville, Arkansas hereinafter called the "Obligee", in the sum of 5% MAB of the amount of the bid described below but not to exceed Five Percent of Maximum Amount 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 firmly by these presents.

WHEREAS, the Principal has submitted a bid to Obligee Walker Park Dugouts & Bleacher Covers, Fayetteville, AR

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid or, in the event of the failure of the Principal to enter into such a contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and the next low bid received by the Obligee for the work covered by Principal's bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 27th day of October, 2011

Pick It Construction, Inc.
By [Signature] Principal
Title PRESIDENT

U. S. Specialty Insurance Company
By [Signature]
Gail A. Barraza
Attorney-in-Fact

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Mason T. Grashot, Gail A. Barraza or Ami L. Ashmore of Little Rock, Arkansas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ****Three Million**** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provision:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of March, 2011.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: [Signature]
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On this 31st day of March, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I witness my hand and official seal.

Signature Deborah Reese (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27 day of October 2011.

Corporate Seals



[Signature]
Jeannie J. Kim, Assistant Secretary

Bond No. 1112011
Agency No. 0217

PICK-IT CONSTRUCTION, INC.

an Arkansas Corporation

MINUTES OF THE ORGANIZATIONAL MEETING
OF THE MEMBERS

The first meeting of the Board of Directors of this corporation was held at Fayetteville, Arkansas on August 21, 2003 pursuant to a Waiver of Notice of that meeting signed by all the members.

Members present: Nathan Loren Ogden

Members absent:

Others present:

Nathan Loren Ogden acted as chairman pro tempore of the meeting, and as secretary and recorded the minutes. The chairman pro tempore confirmed that a quorum of members was present.

The chairman pro tempore directed that the Waiver of Notice of this meeting be attached to the minutes and made a part thereof by reference as Exhibit A.

The following matters were discussed and acted upon at this meeting:

1. **Election of Officers.** The chairman pro tempore announced that the election of officers and a permanent chairman of the board, as provided by the bylaws of the corporation, was in order, and the meeting then proceeded to such. After discussion and nominations, upon motion duly made, seconded and unanimously carried, it was

RESOLVED: The following persons are elected to the offices set forth opposite their respective names:

Office	Name
President	Nathan Loren Ogden
Vice-President	Nathan Loren Ogden
Treasurer	Nathan Loren Ogden
Secretary	Nathan Loren Ogden

Thereupon, Nathan Loren Ogden assumed permanent chairmanship of the meeting.

2. **Articles of Incorporation and Bylaws.** The Articles of Incorporation and the bylaws of the corporation, which had been read by the members and considered, section by section, after which, on motion duly made, seconded and unanimously passed, it was

RESOLVED: The Articles of Incorporation and bylaws for this corporation are adopted as

Project Request Form

Project Request:

Project Number : 11024 (will be assigned by Budget)
Project Title : Walker Park Baseball Improvements
Project Status : Active
Project Manager : Connie Edmonston
Project Group : Project
Project Type : Parks & Recreation Improvements
Fiscal Start Mo./ Year : Nov-11

Sub Project Request:

Sub Project Number : 1
Sub Project Title : Walker Park Baseball Improvements
Sub Project Status : Active
Sub Project Manager : Connie Edmonston
Grant (Y/N) : No

General Ledger Accounts Assigned:

2250.0925.4999.00

Sub Project Request:

Sub Project Number : _____
Sub Project Title : _____
Sub Project Status : _____
Sub Project Manager : _____
Grant (Y/N) : _____

General Ledger Accounts Assigned:

Is this item going to Council? Yes If yes, please specify date: 12/6/2011
Is a budget adjustment needed? Yes

Tracie Martin
Requested By

Entered By

JOURNAL ENTRIES

Date 18-Nov-11

Journal Entry Number _____

Prepared by: Tracie Martin

Account Name	Account Number					Amount		Project	Sub Proj	Transfer Due to/from
	Fund	Dept	Sub		DEBIT	CREDIT				
			Dept	Base			Detail			
Due from other funds	2250			0100	00	1,189.30			1010	
Misc Park Revenues	2250	0925		4999	00		1,189.30	11024	1101	
Parks Donations	1010	0001		4815	00	1,189.30		03051	1	
Due to other funds	1010			1400	00		1,189.30			0925
Reclass misc revenues from Donations										
						2,378.60	2,378.60			

COPY

Entered: _____

Accounting Supervisor _____

Journal Entry Number 0

Bid 11-67, Construction of Walker Park Dugouts and Bleacher Covers
Change Order #1
Cost Estimate

November 17, 2011

ITEM#	DESCRIPTION	UNIT	EST. QTY.	EST. UNIT PRICE	ESTIMATE
1	Replace redwood fascia boards with treated boards that match rafter boards	L.S.	1	(\$2,272.00)	(\$2,272.00)
2	Delete requirement to paint treated boards	L.S.	1	(\$3,700.00)	(\$3,700.00)
3	Delete plywood soffit	L.S.	1	(\$2,943.60)	(\$2,943.60)
TOTAL					(\$8,915.60)

Respectfully submitted,

Firm Name: Pick-It Construction, Inc.

By:  _____

Date: 11/17/11 _____



www.accessfayetteville.org

CHANGE ORDER NO. 1 Cost Plus X Pre-Agreed Unit Price X

Project Name and Number: Bid 11-67, Construction of Walker Park Dugouts and Bleacher Covers

Name of Contractor: Pick-It Construction, Inc.

Address of Contractor: 10024 N. Campbell Rd., Fayetteville, AR 72701

Date of Contract: December 6, 2011

Original Contract Sum:	\$	<u>143,904.00</u>
Total Amount of Deductive Alternates (#1, #2 and #3):	\$	<u>-32,850.00</u>
Total Amount of All Previous Approved Change Orders:	\$	<u>0.00</u>
Contract Sum prior to this Change Order:	\$	<u>111,054.00</u>
Contract Sum Decrease this Change Order:	\$	<u>-8,915.00</u>
New Contract Sum including this Change Order:	\$	<u>102,139.00</u>

Subject and Reason for this Change Order: Staff is requesting several changes to the existing specifications that will reduce overall construction costs while maintaining a quality, low maintenance product. Requested changes include: 1) Replacement of the redwood fascia boards with treated boards; 2) Deletion of requirement to paint treated boards; and 3) Deletion of plywood soffit.

Additional Time Requested: 0 Calendar Days

Dated this 6th day of December, 2011

CITY OF FAYETTEVILLE

Parks & Recreation Department

By: Byron Humphrey
Byron Humphrey,
Park Maintenance Superintendent

Pick-It Construction, Inc.

Contractor

By: [Signature]

Title: PRESIDENT

ATTEST: [Signature]

CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

ATTEST:

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 11V11.0425
Pick-It Construction, Inc.
Page 27 of 28

Budget Year 2011	Division: Parks & Recreation Department: Parks & Recreation	Request Date 11/17/2011	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A budget adjustment in the amount of \$16,419 to add funding in the Walker Park Baseball Project and to recognize \$1,189 in miscellaneous revenues from removal of old bleachers.

Byron Humphry <i>BH</i> Division Head	11/17/2011 Date	Prepared By: Tracie Martin tmartin
Budget Director	Date	Reference:
Connie Edmonston <i>C.E.</i> Department Director	11/17/2011 Date	Budget & Research Use Only
Waisla Hertweide Finance Director	11/21/11 Date	Type: A B C D E P
Don Man Chief of Staff	11/21/11 Date	General Ledger Date
Lionel Jordan Mayor	11/23/11 Date	Posted to General Ledger
		Initial Date
		Checked / Verified
		Initial Date

TOTAL BUDGET ADJUSTMENT 1,189 1,189

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Contract services	2250.9255.5315.00	16,419		11024 . 1101
Park improvements	2250.9255.5806.00	(15,230)		02002 . 1
Miscellaneous revenue	2250.0925.4999.00		1,189	07019 . 1
				.
				.

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
 All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #:	16068	Vendor Name:	Pick-It Construction, Inc
Address:	10024 N. Campbell Rd.		
City:	Fayetteville	State:	AR
Requester:	Byron Humphry, Maintenance Superintendent		
Requester's Employee #:	2557		
Zip Code:	72701	Ship to code:	
Fob Point:			
Mail Yes: _____	No: _____	Taxable Yes: _____	No: _____
Expected Delivery Date:	11/15/2011		
Requisition No.:	368		
Division Head Approval:			

Item Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Inventory #	Fixed Asset #
1 Construction of Walker Park Dugouts and Bleacher Covers - Bid 11-67	1	1	LS	\$102,139.00	2250.9255.5315.00	11024.1101	
2				\$0.00			
3				\$0.00			
4				\$0.00			
5				\$0.00			
6				\$0.00			
7				\$0.00			
8				\$0.00			
9				\$0.00			
10				\$0.00			
* Shipping/Handling				\$0.00			

Special Instructions:

Tax is included in the bid price.

Subtotal:	\$102,139.00
Tax:	
Total:	\$102,139.00

Approvals:

Mayor: _____ Department Director: _____

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

Purchasing Manager: _____ IT Manager: _____ Other: _____

A. 11
Pick-It Construction
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