

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

3-Apr-12

City Council Meeting Date
 Agenda Items Only

David Jurgens
 Submitted By

Wastewater Treatment
 Division

Utilities
 Department

Action Required:

Approval of a contract with Heckthorn Construction Company for \$42,421.00 for the structural repair of three storm damaged structures at the Bioslulids Management Site, in accordance with Bid 12-14.

| | | | | | |
|----|----------------------|----|---------------------------|--|---------------------------------|
| \$ | 42,421 | \$ | 20,000 | | |
| | Cost of this request | \$ | 35,426 | | Insurance Payment |
| | 5400.5110.5315.00 | | Category / Project Budget | | Program Category / Project Name |
| | 5400.0301.00 | \$ | - | | Wastewater Treatment |
| | Account Number | \$ | - | | Program / Project Category Name |
| | N/A | \$ | 20,000 | | Water/Sewer |
| | Project Number | \$ | 35,426 | | Fund Name |
| | | | Funds Used to Date | | |
| | | | Remaining Balance | | |

Budgeted Item

Budget Adjustment Attached

[Signature] 16 Mar 12 ²⁰¹² Previous Ordinance or Resolution # _____
 Department Director Date

[Signature] 3-16-12 Original Contract Date: _____
 City Attorney Date Original Contract Number: _____

Paul A. Beck 3-19-2012
 Finance and Internal Services Director Date

Received in City Clerk's Office 03-16-12 P04:05 RCVD
 Kim G.

[Signature] 3-20-12
 Chief of Staff Date

Received in Mayor's Office
 EMERED 3/19/12

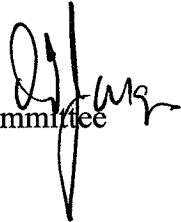
[Signature] 3/27/12
 Mayor Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee



Date: March 16, 2012

Subject: Approval of a contract with Heckthorn Construction Company for \$42,421.00 for the structural repair of three storm damaged structures at the Biosolids Management Site, in accordance with Bid 12-14

RECOMMENDATION

Staff recommends approval of a contract with Heckthorn Construction Company for \$42,421.00 for the structural repair of three storm damaged structures at the Biosolids Management Site, in accordance with Bid 12-14.

BACKGROUND

At the Biosolids Management Site, two barns and a compound shed are used [was installed in mid-1990s] for storage of farm equipment and hay. These storage structures suffered significant damage during the storm event in September 2011. The City's insurance adjuster, Travelers Insurance, completed the repair assessment in November and estimated the repair cost to be \$50,250.00. After depreciation and meeting the City's deductible, Travelers issued an insurance check for \$35,426.59.

DISCUSSION

The City received two bids on March 2, 2012. The lowest bid, submitted by Heckathorn Construction Company, Inc., meets the minimum specification requirements. Therefore, staff recommends the repair contract be awarded to Heckathorn Construction Company.

| Vendor | Total Bid Price |
|---------------------------------|-----------------|
| Heckathorn Construction Company | \$42,421.00 |
| Center Point Contractors, Inc. | \$74,685.55 |

BUDGET IMPACT

Funds for the repair of these structures are available in the Wastewater Treatment Plant Operational budget and insurance money received.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-14 AND APPROVING A CONTRACT WITH HECKATHORN CONSTRUCTION COMPANY IN THE AMOUNT OF \$42,421.00 FOR THE STRUCTURAL REPAIR OF THREE STORM DAMAGED STRUCTURES AT THE BIOSOLIDS MANAGEMENT SITE

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 awards Bid #12-14 and approves a contract with Heckathorn Construction Company in the amount of \$42,421.00 for the structural repair of three storm damaged structures at the biosolids management site.

PASSED and APPROVED this 3rd day of April, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 12-14, Construction – Barn Repair

Contractor: Heckathorn Construction Company, Inc.

Term: Single Project with no revolving terms

This contract executed this _____ day of _____, 2012, between the City of Fayetteville, Arkansas, and Heckathorn Construction Company, Inc.. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Heckathorn Construction Company, Inc. 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 12-14 as stated in Heckathorn Construction Company, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-14, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Heckathorn Construction Company, Inc. based on their bid proposal in an amount not to exceed \$ 42,421.00. 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 Heckathorn Construction Company, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-14 with the specifications and conditions typed thereon.
 - B. Heckathorn Construction Company, Inc. 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 Heckathorn Construction Company, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Heckathorn Construction Company, Inc.
5. Heckathorn Construction Company, Inc. shall not assign its duties under the terms of this agreement.
6. Heckathorn Construction Company, Inc. 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 Heckathorn Construction Company, Inc. 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. Heckathorn Construction Company, Inc. 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, Heckathorn Construction Company, Inc. 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.

Workmen's Compensation

Statutory Amount

Comprehensive General &

Automobile Insurance

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 Heckathorn Construction Company, Inc.

- 8. Heckathorn Construction Company, Inc. to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or Heckathorn Construction Company, Inc. with 10 days written notice.
- 10. 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.
- 11. 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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CONTRACTOR

BY _____
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

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

| | |
|------------------|---|
| Requisition No.: | Date: 3/19/2012 |
| P.O Number: | Expected Delivery Date: 3/12/14 |
| | A. 5 Bid #12-14 Heckathorn Construction Company Page 6 of 20 |

| | |
|-----------------------|---|
| Vendor #: 5450 | Vendor Name: Heckathorn Construction Company |
|-----------------------|---|

| | |
|---------------------------------|---|
| Mail Yes: _____ No: _____ | Quotes Attached Yes: _____ No: _____ |
| Taxable Yes: _____ No: _____ | |

| | |
|-----------------------------------|------------|
| Address: 1880 Birch Avenue | Job Point: |
|-----------------------------------|------------|

| | | | | |
|---------------------------|------------------|------------------------|---------------|-------------------------|
| City: Fayetteville | State: AR | Zip Code: 72703 | Ship to code: | Division Head Approval: |
|---------------------------|------------------|------------------------|---------------|-------------------------|

| | | |
|--------------------------------|-------------------------------------|-----------------------|
| Requester: Allison Atha | Requester's Employee #: 2613 | Extension: 670 |
|--------------------------------|-------------------------------------|-----------------------|

| Item | Description | Quantity | Unit of Issue | Unit Cost | Extended Cost | Account Numbers | Project/Subproject # | Inventory # | Fixed Asset # |
|------|--|----------|---------------|-----------|---------------|-------------------|----------------------|-------------|---------------|
| 1 | Structural repair of three storm damaged structures at the Biosolids Management Site | 1 | JOB | 6,994.41 | \$6,994.41 | 5400.5110.5315.00 | | | |
| 2 | Structural repair of three storm damaged structures at the Biosolids Management Site (insurance portion) | 1 | JOB | 35,426.59 | \$35,426.59 | 5400.0301.00 | | | |
| 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 | | Lot | | \$0.00 | | | | |

Special Instructions:

Per Bid 12-14

| | |
|---------------|---------------------------|
| Subtotal: | <u>\$42,421.00</u> |
| Tax: | <u>\$3,923.94</u> |
| Total: | <u>\$46,344.94</u> |

Approvals:

| | | |
|---|----------------------------|---------------------------|
| Mayor: _____ | Department Director: _____ | Purchasing Manager: _____ |
| Finance & Internal Services Director: _____ | Budget Manager: _____ | IT Manager: _____ |
| Dispatch Manager: _____ | Utilities Manager: _____ | Other: _____ |



BID: 12-14
DATE: 03/02/12
TIME: 10:00 AM
CITY OF FAYETTEVILLE

Bid 12-14, Construction - Barn Repair

| BIDDER | TOTAL COST |
|---|-------------|
| 1 Center Point Contractors, Inc. | \$74,685.55 |
| 2 Heckathorn Construction Company, Inc. | \$42,421.00 |

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

CERTIFIED: P. Vice P. VICE, PURCH MGR Julie Palodino WITNESS 03/02/2012 DATE



Project Check List

Bid 12-14, Construction – Barn Repair

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check for at least five percent (5%) of the amount bid (inclusive of any deductive alternates) from a bank located in the State of Arkansas. Cashiers checks shall be made payable to the City of Fayetteville, AR.
- All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- All bidders shall submit the following forms with each bid: Bid Form, any Addenda, Vendor References, Debarment Certification Form, & Statement of Disclosure.
- All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractors License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Heckathorn Construction Company, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0023780412

**SUBMIT THIS PAGE
WITH BID**

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Heckathorn Construction Company, Inc.

_____ as Principal, hereinafter called the Principal,
and the Hartford Fire Insurance Company

of One Hartford Plaza, Hartford, Connecticut, a corporation duly organized under
the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount 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 City Purchasing Bid No. 12-14, Construction - Barn Repair
Fayetteville, Arkansas

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 2nd day of March, 2012

Janet S. Heckathorn Secretary
Janet S. Heckathorn Witness

Heckathorn Construction Company, Inc. (Seal)
Principal
Da L. Heckathorn President
Title

Pamela K. Day
Witness

Hartford Fire Insurance Company
By Judy Schoggen
Judy Schoggen Attorney-in-Fact

City of Fayetteville
Bid 12-14, Construction – Barn Repair
Bid Form

Contract Name: Construction – Barn Repair

Bid Number 12-1

BID TO:

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

BID FROM:

Bidder: Heckathorn Construction Company, Inc.
1880 N. Birch Avenue
Fayetteville, AR 72703

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

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 days after the date of Owner's Notice of Award.

Section 3 – Bidder's Representations:

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>2-21-2012</u> |
| <u>2</u> | <u>2-29-2012</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

**SUBMIT THIS PAGE
WITH BID**

0224R

cc: Dan H; AH; ~~SH~~ - Will pickup plans today Faxed 2-28-12 3:05 pm

Bid 12-14, Addendum 1



Date: Tuesday, February 21, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO, 479.575.8220, aforen@ci.fayetteville.ar.us

RE: Bid 12-14, Construction – Barn Repair

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

- **Bid 12-14, has the following modifications and clarifications:**

- 1.) A non-mandatory pre-bid meeting has been scheduled for Friday, February 24, 2012 at 10:00 AM, local time at the City of Fayetteville Biosolids Management Site, located at 16464 Wyman Road, Fayetteville, AR 72701. See Attachment A in bid documents for a map to pre-bid meeting location.

Acknowledge Addendum #1:

Printed Name: Janet S. Heckathorn

Signature:

Title: Secretary Date: 2-28-2012

Company: Heckathorn Const. Co., Inc.

02 29 12
cc: Dan H
JSB
DH

Set No. 1 OFFICE
Set No. 2

Bid 12-14, Addendum 2



Date: Wednesday, February 29, 2012

To: All Prospective Vendors

From: Andrea Foren Rasco, CPPB, CPPO, 479.575.8220, aforen@ci.fayetteville.ar.us

RE: Bid 12-14, Construction – Barn Repair

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents, signed, and dated.

• **Bid 12-14, has the following modifications and clarifications:**

- 1.) Drawing Sheet S2, Compound Shed –
 - a. Contractor shall not remove or replace existing concrete pad in northwest corner of shed. Contractor shall be responsible for working around existing concrete pad.
 - b. New round posts shall be set in concrete to resist gravity, lateral, and uplift forces (see #4 under performance requirements for barn replacement).

- 2.) Drawing Sheet S3, Mitchell Barn –
 - a. Repair damaged ridge steel and steel eave flashing to match existing. Patch punctures in roof deck. Return bent roof members to their original shape and re-weld broken connections (see #6 under construction sheet notes).
 - b. Approximately ten punctures in roof that need patching.

Acknowledge Addendum #2:

Printed Name: Janet S. Heckathorn

Signature: *Janet S. Heckathorn*

Title: Secretary Date: 2-29-2012

Company: Heckathorn Const. Co., Inc.

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 Owner 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 Contract 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 Contract 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 Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract 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 Owner.

**SUBMIT THIS PAGE
WITH BID**

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Bid Price:

F.O.B. City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

Total Turn-Key Bid Amount: *\$ 42,421.00

*Total amount based on bid documents, drawings, all attachments, and specifications:

Total number of calendar days estimated to complete project: 60 days

NAME OF CONTRACTOR: Heckathorn Construction Company, Inc.

REMINDER: A bid bond of five percent (5%) shall be submitted with all bids. A cashier's check from a bank located in the State of Arkansas for five percent (5%) of the amount bid will also be acceptable as a replacement to a bid bond. In the event a cashiers check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid one hundred (100) percent performance and payment bond.

**SUBMIT THIS PAGE
WITH BID**

Section 5 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 6 – Communications:

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

Heckathorn Construction Company, Inc.

1880 N. Birch Avenue

Fayetteville, AR 72703

Phone No. 479-442-5386

FAX No. 479-442-7385

Section 7 – Communications:

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

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 2nd Date of March, 2012.

Arkansas State Contractor License No. 0023780412.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

**SUBMIT THIS PAGE
WITH BID**

OPTION 2: 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.: _____


OPTION 3: A Corporation

Corporation Name: Heckathorn Construction Company, Inc. (SEAL)

State of Incorporation: Arkansas

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

General Contractor

By:  _____
(Signature – attach evidence of authority to sign)

Name (type or printed): Don L. Heckathorn

Title: President

Attest: _____ (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 1880 N. Birch Avenue

Fayetteville, AR 72703

Phone No.: 479-442-5386 FAX No.: 479-442-7385

**SUBMIT THIS PAGE
WITH BID**

1880 BIRCH AVE.
FAYETTEVILLE, AR 72703



PHONE
(479) 442-5386

FAX
(479) 442-7385

March 2, 2012

To: The City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72702

Don L. Heckathorn, as President of Heckathorn
Construction, has the authority to sign any and
all documents including the enclosed bid form.

Janet S. Heckathorn
Secretary

City of Fayetteville
Bid 12-14, Construction – Barn Repair
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Heckathorn Construction Company, Inc.

BUSINESS ADDRESS: 1880 N. Birch Avenue Fayetteville, AR 72703

NUMBER OF YEARS IN BUSINESS: 51 HOW LONG IN PRESENT LOCATION: 33 Years

TOTAL NUMBER OF CURRENT EMPLOYEES: 12 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3 FULL TIME 0 PART TIME

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Ark Highway & Transportation-Resident Eng.

COMPANY NAME
808 Frontier Street
Barling, AR 72923

CITY, STATE, ZIP

John Sharum - Resident Engineer

CONTACT PERSON

479-474-9231

TELEPHONE

7-27-2011

DATE COMPLETED

John.Sharum@ArkansasHighways.com

E-MAIL ADDRESS

3. Elkins Public Library

COMPANY NAME

Elkins, AR 72727

CITY, STATE, ZIP

Susan Unger

CONTACT PERSON

479-643-2904

TELEPHONE

9-08-2010

DATE COMPLETED

librarylady@windstream.net

E-MAIL ADDRESS

2. U of A-Ft. Smith Ballman Speer Upgrade

COMPANY NAME
5210 Grand Avenue
Fort Smith, AR 72904

CITY, STATE, ZIP

Michael Johnson--Architecture Plus

CONTACT PERSON

479-783-8395

TELEPHONE

8-12-2011

DATE COMPLETED

aplus@archplusinc.net

E-MAIL ADDRESS

4. U of A ADSB Data Center

COMPANY NAME
155 S. Razorback Road
Fayetteville, AR 72701

CITY, STATE, ZIP

Bob Beeler

CONTACT PERSON

479-575-6192

TELEPHONE

9-09-2011

DATE COMPLETED

bbeeler@uafphpl.uark.edu

E-MAIL ADDRESS

**SUBMIT THIS PAGE
WITH BID**

City of Fayetteville
Bid 12-14, Construction – Barn Repair
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: Don L. Heckathorn

COMPANY: Heckathorn Construction Company, Inc.

PHYSICAL ADDRESS: 1880 N. Birch Avenue Fayetteville, AR 72703

MAILING ADDRESS: 1880 N. Birch Avenue Fayetteville, AR 72703

PHONE: 479-442-5386 FAX: 479-442-7385

EMAIL: heckconst@sbcglobal.net

SIGNATURE: 
Don L. Heckathorn

DATE: March 2, 2012

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.

**SUBMIT THIS PAGE
WITH BID**

City of Fayetteville
Bid 12-14, Construction – Barn Repair
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:

 X 1.) NO KNOWN RELATIONSHIP EXISTS

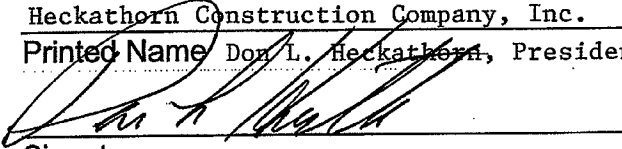
 2.) RELATIONSHIP EXISTS (Please explain)

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.

Heckathorn Construction Company, Inc.

Printed Name Don L. Heckathorn, President


Signature

March 2, 2012

Date

**SUBMIT THIS PAGE
WITH BID**