

City of Fayetteville Staff Review Form

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

5/15/2012

City Council Meeting Date  
 Agenda Items Only

Alison Jumper  
 Submitted By

Park Planning  
 Division

Parks and Recreation  
 Department

Action Required:

Approval of a resolution awarding Bid #12-33 and approval of a contract with Center Point Contractors, Inc. in the amount of \$37,410 with a 10% project contingency of \$3,741 for a total project cost of \$41,151 for the Construction of St. Joseph Park and approval of a budget adjustment in the amount of \$14,361 from Parks Development Funds.

\$ 41,151.00  
 Cost of this request

2250.9255.5806.00  
 Account Number

02013.2  
 Project Number

\$ 27,165.00  
 Category / Project Budget

\$ 375.00  
 Funds Used to Date

\$ 26,790.00  
 Remaining Balance

Parks Development  
 Program Category / Project Name

Neighborhood Park Development  
 Program / Project Category Name

Parks Development Capital  
 Fund Name

Budgeted Item

Budget Adjustment Attached

*Amnie Edmonston*  
 Department Director 4-20-12  
 Date

Previous Ordinance or Resolution # \_\_\_\_\_

*Paul Kelly*  
 City Attorney 4-23-12  
 Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul A. Barber*  
 Finance and Internal Services Director 4-23-2012  
 Date

04-20-12 P04:07 RCVD  
 Received in City Clerk's Office  
*Kim J.*

*Jim Man*  
 Chief of Staff 4-23-12  
 Date

Received in Mayor's Office  
 ENTERED  
 4/23/12

*Donald Jordan*  
 Mayor 4/23/12  
 Date

Comments:

## CITY COUNCIL AGENDA MEMO

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**To:** Mayor Lioneld Jordan and City Council

**Thru:** Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director *CE*

**From:** Alison Jumper, Park Planning Superintendent *AJ*

**Date:** April 25, 2012

**Subject:** **Bid #12-33, Construction of St. Joseph Park  
Agenda Request for May 15, 2012 Meeting**

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### PROPOSAL:

St. Joseph Park was received through the Park Land Dedication Ordinance in 2004 and is approximately 0.18 acres. The park is located at 311 E. Lafayette in the Washington Willow neighborhood adjacent to the former St. Joseph Church. The park master plan concept was created by the Washington Willow Neighborhood Association who also raised approximately \$10,000 to contribute to the construction costs of the park. The project includes the construction of a block retaining wall, three brick and concrete terraces, entry sign, seating area and landscaping. If approved, construction will begin in June and be complete August.

Four bids were received including Benchmark Construction Co., Center Point Contractors, Inc., General Construction Solutions, Inc. and SSI, Inc. of NWA with Center Point Contractors, Inc. being the low bidder in the amount of \$37,410. If approved, the project will begin in June and is anticipated to be complete in August.

### RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid #12-33 and approval of a contract with Center Point Contractors, Inc. in the amount of \$37,410 with a 10% project contingency of \$3,741 for a total project cost of \$41,151 for the Construction of St. Joseph Park and approval of a budget adjustment in the amount of \$14,361 from Parks Development Funds.

### BUDGET IMPACT:

This project is funded with Park Development Funds. Total project cost including a 10% project contingency is \$45,151.

### Attachments:

Bid Submittal – Center Point Construction  
Bid Tabulation  
Budget Adjustment

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #12-33 AND AUTHORIZING A CONTRACT WITH CENTER POINT CONTRACTORS, INC. IN THE AMOUNT OF \$37,410.00 FOR THE CONSTRUCTION OF ST. JOSEPH PARK, APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT OF \$14,361.00

**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 awards Bid #12-33 and authorizes a contract with Center Point Contractors, Inc. in the amount of \$37,410.00 for the construction of St. Joseph Park.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a ten percent (10%) project contingency.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$14,361.00, a copy of which is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 15<sup>th</sup> day of May, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer


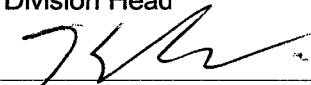
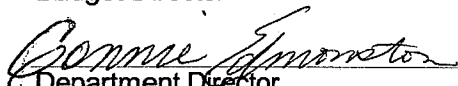
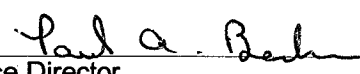

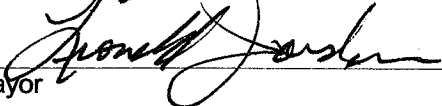
**City of Fayetteville, Arkansas  
Budget Adjustment Form**

A. 2 V11.0425  
Bid #12-33 Center Point  
Contractors, Inc.

<b>Budget Year</b> 2012	Division: Parks & Recreation Department: Parks & Recreation	<b>Request Date</b> 4/19/2012	<b>Adjustment Number</b>
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**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

Partial funds that will not be utilized in the Mt. Sequoyah Pavilion project are requested to be transferred to St. Joseph Park for park improvements.

 Division Head	4-19-12 Date
 Budget Director	4-22-2012 Date
 Department Director	4-19-12 Date
 Finance Director	4-23-2012 Date
 Chief of Staff	4-23-12 Date
 Mayor	4/25/12 Date

Prepared By: \_\_\_\_\_  
*kspringer*

Reference: \_\_\_\_\_

Budget & Research Use Only

Type:    A       B       C       D       E       P

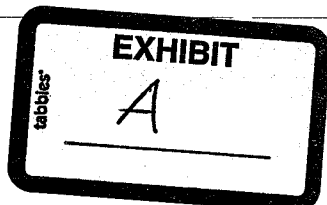
General Ledger Date \_\_\_\_\_

Posted to General Ledger \_\_\_\_\_  
Initial                                  Date

Checked / Verified \_\_\_\_\_  
Initial                                  Date

**TOTAL BUDGET ADJUSTMENT**

Account Name	Account Number	Increase / (Decrease)		Project.Sub Number
		Expense	Revenue	
Park improvements	2250.9255.5806.00	(14,361)		02045 . 0901
Park improvements	2250.9255.5806.00	14,361		02013 . 0002



## AGREEMENT

### BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2012 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Center Point Contractors, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the construction of terraced seatwalls, entry sign, concrete sidewalks and plaza, minor irrigation work and associated site work at **St. Joseph Park** and all items indicated in the Drawings and Specifications.

#### **Article 2. PROJECT MANAGER.**

The Project has been designed by

City of Fayetteville Parks and Recreation Department  
1455 South Happy Hollow Road  
Fayetteville, Arkansas 72701

will be hereinafter called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

#### **Article 3. CONTRACT TIME.**

3.1. The Work for Construction of St. Joseph Park shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 60 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *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 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General 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 3.1 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 3.1 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 in paragraph 3.1 for completion and readiness for final payment.

#### **Article 4. CONTRACT PRICE.**

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

**PAYMENT ITEMS**

				Center Point Contractors, Inc.	
ITEM#	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1	\$1,450.00	\$1,450.00
2	Bonds and insurance	L.S.	1	\$1,135.00	\$1,135.00
3	Site preparation - including tree protection fencing, straw wattles and relocation of speed limit sign (3)	L.S.	1	\$1,375.00	\$1,375.00
4	Salvage and replace two existing bike racks	L.S.	1	\$475.00	\$475.00
5	Brick entry sign - complete in place per details (5) (7) (8)	L.S.	1	\$6,150.00	\$6,150.00
6	Brick seatwalls - complete in place per details (5) (7) (8)	S.F. FACE	175	\$30.00	\$5,250.00
7	Unclassified excavation (2) (5)	C.Y.	20	\$35.00	\$700.00
8	Modular block retaining wall 0 to 5.5 foot tall including wall, gravel, geogrid, drainage pipe and footings - complete in place per details and manufacturer's instructions (5) (7) (8)	S.F. FACE	290	\$30.00	\$8,700.00
9	Benches - complete in place per details (5) (6) (7)	EA.	1	\$1,110.00	\$1,110.00
10	Ornamental steel fence - complete in place (5) (6) (7)	L.F.	16	\$72.00	\$1,152.00
11	Fiber reinforced concrete plaza area (4-inch thickness) - complete in place per details (5) (7)	S.Y.	32	\$38.00	\$1,216.00
12	Fiber reinforced concrete sidewalk with steps (4-inch thickness-complete in place per details (5)(7)	S.Y.	36	\$85.00	\$3,060.00
13	Lavendula augustifolia hidcote - 3 gal. complete in place (5)	EA.	10	\$22.50	\$225.00
14	Calamagrotis x acutiflora 'Kark Foerster - 3 gal.' complete in place (5)	EA.	15	\$27.50	\$412.50
15	Irrigation adjustments	L.S.	1	\$2,500.00	\$2,500.00
16	Landscaping rock 3/4" - chocolate river gravel	C.Y.	2	\$150.00	\$300.00
17	Site restoration - including 4-inch depth topsoil, fescue sod and water (9) (10)	AC.	0.04	\$55,000.00	\$2,200.00
<b>TOTAL BID AMOUNT</b>					<b>\$37,410.50</b>

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

**Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

**5.1. Progress Payments.** CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments

will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

## **Article 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:



6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR 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, or furnishing of the Work.

6.3. CONTRACTOR 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.

6.4. CONTRACTOR has carefully studied all 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 which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional 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 CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, 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.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda numbers 1-2, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through ten with each sheet bearing the following general title: **Construction of St. Joseph Park.**
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
  - 7.10.1. Notice to Proceed
  - 7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

## **Article 8. MISCELLANEOUS.**

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Freedom of Information Act. City contract 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, 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. **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.

**IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR** have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2012 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

CONTRACTOR

By: \_\_\_\_\_  
Mayor

By: Shel McDaniel

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

\*Attest Ridwanli Zuhair

Secretary.

\* If a Corporation, attest by the

Address for giving notices

Address for giving notices

(If CITY OF FAYETTEVILLE is a public body, attach License No. \_\_\_\_\_ evidence of authority to sign and resolution or other documents Agent for service of process: authorizing execution of Agreement.)

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



## Project Check List

### Bid 12-33, Construction of St. Joseph Park

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). 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, 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: Center Point Contractors

ARKANSAS CONTRACTOR'S LICENSE #: 0199160312

# Bid 12-33, Addendum 1



**Date:** Thursday, April 12, 2012

**To:** All Prospective Vendors

**From:** Andrea Foren Rasco, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 12-33, Construction of St. Joseph Park

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 Form of Proposal. 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 12-33, has the following modifications and clarifications:**

- 1.) Sheet 12 of 12 of the Drawings is replaced with the revised sheet.
- 2.) Minutes from the pre-bid meeting that was held on Tuesday, April 10, 2012 are attached as well as the sign in sheet and plan holders list.

Acknowledge Addendum #1:

Printed Name: Richard Burleigh

Signature: Richard Burleigh

Title: Estimator / PM Date: 4/18/2012

Company: Center Point Contractors, Inc.

# Bid 12-33, Addendum 2



**Date:** Monday, April 16, 2012

**To:** All Prospective Vendors

**From:** Andrea Foren Rasco, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** Bid 12-33, Construction of St. Joseph Park

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 Form of Proposal. Failure to do so may subject bidder to disqualification. Addendum shall be attached to the inside cover of the bidding documents, signed, and dated.

## **Bid 12-33, has the following modifications and clarifications:**

- 1.) Bid item number 11, 32 SY of fiber reinforced concrete plaza refers to the area above the modular block retaining wall on the east side of the property.
- 2.) The City will provide 111 engraved pavers for the seatwalls. All other bricks and pavers and labor for installing ALL bricks and pavers including the pavers provided by the City shall be included in the bid price.

Acknowledge Addendum # 2:

Printed Name: Richard Burleigh

Signature: Richard Burleigh

Title: Estimator / PM Date: 4-18-2012

Company: Center Point Contractors, Inc.

**City of Fayetteville  
Bid 12-33, Construction of St. Joseph Park  
Statement of Disclosure (please submit with Bid)**

**ATTENTION: Please submit this form with your bid.**

**DISCLOSURE STATEMENT:**

Bidder 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:**

- 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.

Richard Burleigh  
Printed Name

Richard Burleigh  
Signed



City of Fayetteville  
Bid 12-33, Construction of St. Joseph Park

**Certification of Debarment – THIS FORM NEEDS TO BE SUBMITTED WITH EVERY BID**  
**ATTENTION: Please submit this form with your bid.**

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: Richard Burleigh

COMPANY: Center Point Contractors, Inc.

PHYSICAL ADDRESS: 10316 East Hwy. 72 Bentonville, AR 72712

MAILING ADDRESS: 10316 East Hwy 72 Bentonville, AR 72712

PHONE: 479-426-7373 FAX: 479-451-8030

EMAIL: rburleigh@centerpointcontractors.com

SIGNATURE: Richard Burleigh

DATE: 4-18-2012

Bid # 12-33, Construction of St. Joseph Park

Total Base bid - \$37,410.00

Richard Burleigh  
Richard Burleigh

4-18-2012

Section 00 41 13

BID FORM

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
1	1	Lump Sum	Mobilization - (not to exceed 5% of total bid)		
			<u>One Thousand Four Hundred Fifty</u> dollars amount written in words	\$( 1,450 <sup>00</sup> )/L.S. in figures	\$ 1,450 <sup>00</sup> in figures
2	1	Lump Sum	Bonds and insurance		
			<u>One Thousand One Hundred Thirty Five</u> dollars amount written in words	\$( 1,135 <sup>00</sup> )/L.S. in figures	\$ 1,135 <sup>00</sup> in figures
			Site preparation - including tree protection fencing, straw wattles and relocation of speed limit sign		
3	1	Lump Sum			
			<u>One Thousand Three Hundred Seventy Five</u> dollars amount written in words	\$( 1,375 <sup>00</sup> )/L.S. in figures	\$ 1,375 <sup>00</sup> in figures
4	1	Lump Sum	Salvage and replace two existing bike racks		
			<u>Four Hundred Seventy Five</u> dollars amount written in words	\$( 475 <sup>00</sup> )/L.S. in figures	\$ 475 <sup>00</sup> in figures
			Brick entry sign - complete in place per details		
5	1	Lump Sum			
			<u>Six Thousand One Hundred Fifty</u> dollars amount written in words	\$( 6,150 <sup>00</sup> )/L.S. in figures	\$ 6,150 <sup>00</sup> in figures
6	175	S.F. Face	Brick seatwalls - complete in place per details		
			<u>Five Thousand Two Hundred Fifty</u> dollars amount written in words	\$( 30 <sup>00</sup> )/S.F.F. in figures	\$ 5,250 <sup>00</sup> in figures
7	20	Cubic Yards	Unclassified excavation		
			<u>Seven Hundred</u> dollars amount written in words	\$( 35 <sup>00</sup> )/C.Y. in figures	\$ 700 <sup>00</sup> in figures
			Modular block retaining wall including wall o - 5.5' tall, gravel, geogrid, drainage pipe and footings - complete in place per details		
8	290	S.F. Face			
			<u>Eight Thousand Seven Hundred</u> dollars amount written in words	\$( 30 <sup>00</sup> )/S.F.F. in figures	\$ 8,700 <sup>00</sup> in figures
9	1	Each	Benches - complete in place per details		
			<u>One Thousand One Hundred Ten</u> dollars amount written in words	\$( 1,110 <sup>00</sup> )/EA. in figures	\$ 1,110 <sup>00</sup> in figures
10	16	Linear Feet	Ornamental Steel Fence - complete in place		
			<u>One Thousand One Hundred Fifty Two</u> dollars amount written in words	\$( 72 <sup>00</sup> )/L.F. in figures	\$ 1,152 <sup>00</sup> in figures
			Fiber reinforced concrete plaza area (4-inch thickness) - complete in place per details		
11	32	Square Yards			
			<u>One Thousand Two Hundred Sixteen</u> dollars amount written in words	\$( 38 <sup>00</sup> )/S.Y. in figures	\$ 1,216 <sup>00</sup> in figures

**This bid form continues on the next page...**

**BID FORM Continued**

Item No.	Estimated Quantity	Unit	Description of Item	Unit Price	Total Amount
12	36	Square Yards	Fiber reinforced concrete sidewalk with steps (4-inch thickness) - complete in place per details		
	<u>Three Thousand Sixty</u>		dollars	\$( <u>85<sup>00</sup></u> )/S.Y.	\$ <u>3060<sup>00</sup></u>
	amount written in words			in figures	in figures
13	10	Each	Lavendula augustifolia hicolor - 3 gal. - complete in place		
	<u>Two Hundred Twenty Five</u>		dollars	\$( <u>22.50</u> )/EA.	\$ <u>225<sup>00</sup></u>
	amount written in words			in figures	in figures
14	15	Each	Calamagrotis x acutiflora 'Karl Foerster' - 3 gal. complete in place		
	<u>Four Hundred Twelve</u>		dollars	\$( <u>27.50</u> )/EA.	\$ <u>412<sup>00</sup></u>
	amount written in words			in figures	in figures
15	1	Lump Sum	Irrigation adjustments- complete in place per drawings		
	<u>Two Thousand Five Hundred</u>		dollars	\$( <u>2500<sup>00</sup></u> )/L.S.	\$ <u>2500<sup>00</sup></u>
	amount written in words			in figures	in figures
16	2	Cubic Yards	Landscape Rock 3/4" - chocolate river gravel		
	<u>Three Hundred</u>		dollars	\$( <u>150<sup>00</sup></u> )/C.Y.	\$ <u>300<sup>00</sup></u>
	amount written in words			in figures	in figures
17	0.04	Acre	Site restoration - including 4" depth topsoil, fescue sod and water		
	<u>Two Thousand Two Hundred</u>		dollars	\$( <u>55,000<sup>00</sup></u> )/AC.	\$ <u>2,200<sup>00</sup></u>
	amount written in words			in figures	in figures

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Firm Name Center Point Contractors, Inc.  
 By Richard Burleigh  
 Address 10316 East Hwy 72  
 City Bentonville State Arkansas

\*\* Arkansas State Contractor's License Number 0199160312

**End of Section 00 41 13**

Form **W-9**  
 (Rev. January 2011)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Name (as shown on your income tax return)  
**Center Point Contractors, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**10316 East Highway 72**

City, state, and ZIP code  
**Bentonville, AR 72712**

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
See Specific instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
2	6	-	2	3	9	3	2	7	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ *Shelli McDaniel*    Date ▶ *10-5-11*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:


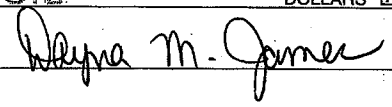
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

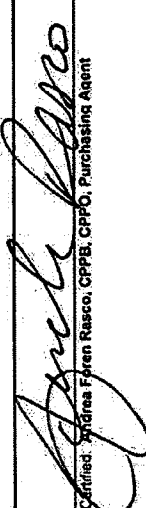

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

<b>NOTICE TO CUSTOMERS</b> <small>THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.</small>		<b>ARVEST</b> <b>BANK</b> <small>Member FDIC P.O. Box 789 Lowell, AR 72745</small>	3092876
REMITTER	Center Point Contractors Inc Br 181	DATE	April 18, 2012
PAY TO THE ORDER OF	City of Fayetteville	\$	1,875.00
<small>THIS DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE, WATERMARK, AND A THERMOCHROMIC ICON; ABSENCE OF THESE FEATURES WILL INDICATE A COPY.</small>			
PAY EXACTLY		1,875 DOL 00 CTS	DOLLARS 
<b>CASHIER'S CHECK</b>			
⑈ 3092876⑈ ⑆ 082900872⑆ 11533621⑈			



**City of Fayetteville, AR**  
**Bid 12-33, Construction - St. Joseph Park**  
 Bid Tabulation: 04/19/2012

ITEM#	DESCRIPTION	UNIT	EST. QTY.	Benchmark Construction Co.		Center Point Contractors, Inc.		General Construction Solutions, Inc.		SSI, Inc. of NWA	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1	\$420.00	\$420.00	\$1,450.00	\$1,450.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
2	Bonds and insurance Site preparation - including tree protection fencing, straw wattles and relocation of speed limit sign (3)	L.S.	1	\$1,731.00	\$1,731.00	\$1,135.00	\$1,135.00	\$1,500.00	\$1,500.00	\$2,856.78	\$2,856.78
3	Salvage and replace two existing bike racks	L.S.	1	\$300.00	\$300.00	\$475.00	\$475.00	\$650.00	\$650.00	\$922.19	\$922.19
4	Brick entry sign - complete in place per details (5) (7) (8)	L.S.	1	\$6,220.00	\$6,220.00	\$6,150.00	\$6,150.00	\$4,550.00	\$4,550.00	\$9,256.04	\$9,256.04
5	Brick seatwalls - complete in place per details (5) (7) (8)	S.F. FACE	175	\$143.00	\$25,025.00	\$30.00	\$5,250.00	\$41.00	\$7,175.00	\$73.68	\$12,894.00
6	Unclassified excavation (2) (5) Modular block retaining wall 0 to 5 foot tall including wall, gravel, geogrid, drainage pipe and footings - complete in place per details and manufacturer's instructions (5) (7) (8)	C.Y.	20	\$19.00	\$380.00	\$35.00	\$700.00	\$45.00	\$900.00	\$110.21	\$2,204.20
7	Benches - complete in place per details (5) (6) (7)	S.F. FACE	290	\$45.00	\$13,050.00	\$30.00	\$8,700.00	\$29.75	\$8,627.50	\$38.98	\$11,304.20
8	Ornamental steel fence - complete in place (5) (6) (7)	EA.	1	\$1,490.00	\$1,490.00	\$1,110.00	\$1,110.00	\$1,820.00	\$1,820.00	\$2,645.72	\$2,645.72
9	Fiber reinforced concrete plaza area (4-inch thickness) - complete in place per details (5) (7)	L.F.	16	\$134.00	\$2,144.00	\$72.00	\$1,152.00	\$47.50	\$760.00	\$103.38	\$1,654.08
10	Fiber reinforced concrete sidewalk with steps (4-inch thickness-complete in place per details (5) (7)	S.Y.	32	\$51.00	\$1,632.00	\$38.00	\$1,216.00	\$100.00	\$3,200.00	\$76.85	\$2,459.20
11	Lavendula augustifolia hidcote - 3 gal. complete in place (5)	S.Y.	36	\$95.00	\$3,420.00	\$85.00	\$3,060.00	\$295.00	\$10,620.00	\$153.70	\$5,533.20
12	Calamagrostis x acutiflora 'Kark Foerster' - 3 gal. complete in place (5)	EA.	10	\$55.00	\$550.00	\$22.50	\$225.00	\$44.00	\$440.00	\$66.31	\$663.10
13	Irrigation adjustments	EA.	15	\$60.00	\$900.00	\$27.50	\$412.50	\$44.00	\$660.00	\$66.31	\$1,024.65
14	Landscaping rock 3/4" - chocolate river gravel	L.S.	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,200.00	\$2,200.00	\$3,415.51	\$3,415.51
15	Site restoration - including 4-inch depth topsoil, fescue sod and water (9)	C.Y.	2	\$90.00	\$180.00	\$150.00	\$300.00	\$66.00	\$132.00	\$79.70	\$159.40
16	Site restoration - including 4-inch depth topsoil, fescue sod and water (9)	AC	0.04	\$64,500.00	\$3,380.00	\$55,000.00	\$2,200.00	\$65,340.00	\$2,613.60	\$97,626.60	\$3,905.06
17	(10)				\$65,132.00		\$37,410.50		\$49,998.10		\$65,814.94
<b>TOTAL BID AMOUNT</b>											



  
 Andrea Fleen Rusco, CPPB, CPPD, Purchasing Agent      James Hain, Witness

DATE: 4/19/12

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

