

City of Fayetteville Staff Review Form

City Council Agenda Items
 and
 Contracts, Leases or Agreements

6/19/2012

City Council Meeting Date
 Agenda Items Only

[Signature]
 Carole Jones/Alison Jumper
 Submitted By

Park Planning
 Division

Parks and Recreation
 Department

Action Required:

Staff recommends approval of a resolution awarding Bid #12-52 and approval of a contract with Electrical Resources, Inc. in the amount of \$20,910 with a 10% project contingency of \$2,091 for a total project cost of \$23,001 for the Construction of Park Entry Signs.

\$ 23,001.00
 Cost of this request

\$ 26,044.00
 Category / Project Budget

Lake Fayetteville Trails/Park Signage
 Program Category / Project Name

2250.9255.5315.00
 Account Number

Funds Used to Date

Parks Development
 Program / Project Category Name

03022.1
 Project Numbers

\$ 26,044.00
 Remaining Balance

Parks Development
 Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature] 6-1-11
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 6-1-12
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher 6-1-2012
 Finance and Internal Services Director Date

Received in City Clerk's Office 06-01-12 P02:14 RCVD
[Signature]

[Signature] 6-4-12
 Chief of Staff Date

Received in Mayor's Office
 ENTERED 6/4/12
[Signature]

[Signature] 6/4/12
 Mayor Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director *CE*
Alison Jumper, Park Planning Superintendent *AJ*

From: Carole Jones, Park Planner II *CJ*

Date: June 1, 2012

Subject: **Bid #12-52, Construction of Park Entry Signs
Agenda Request for June 19, 2012 Meeting**

PROPOSAL:

White River Baseball Complex contains 16.7 acres and is located at 2080 S. Armstrong Avenue. The park is situated in the southeast quadrant of town east of Armstrong Avenue and south of 15th Street (Arkansas Highway 16). Lake Fayetteville Park contains 590 acres and is located at 1330 E. Lake Fayetteville Road. The park is situated in the northeast quadrant of town east of College Avenue (US Highway 71B) and north of Zion Road. Bayyari Park contains 7.4 acres and is located at 725 S. Regency Drive. The park is situated in the southeast quadrant of town north of Huntsville Road (Arkansas Highway 16).

The project includes the construction of three steel and stone park entry signs and associated site work – one at each of the abovementioned parks. Completion of the project will assist in the continuation of Parks and Recreation Department's effort to standardize and replace outdated park entry signs.

The project was advertised for bids on May 12 and May 19, 2012, and the bid opening was held on May 30, 2012. Four bids were received including Hammer and Chisel, Inc., Electrical Resources, Inc., General Construction Solutions, Inc. and LJB Construction with Electrical Resources, Inc. being the low bidder in the amount of \$20,910. If approved, the project will begin in July and is anticipated to be complete in September.

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid #12-52 and approval of a contract with Electrical Resources, Inc. in the amount of \$20,910 with a 10% project contingency of \$2,091 for a total project cost of \$23,001 for the Construction of Park Entry Signs.

BUDGET IMPACT:

The cost of \$23,001 is accounted for in project number 03022.1 – Lake Fayetteville Trails/Park Signage.

Attachments:

- Staff Review Form
- Bid Submittal – Electrical Resources, Inc.
- Bid Tabulation
- Agreement Signed by Contractor
- Purchase Requisition



Example of Standard Steel and Stone Entry Sign

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-52 AND APPROVING A CONTRACT WITH ELECTRICAL RESOURCES, INC. DBA MILFORD SIGN CO. IN THE AMOUNT OF \$20,910.00 FOR THE CONSTRUCTION OF PARK ENTRY SIGNS, AND APPROVING A TEN PERCENT (10%) PROJECT CONTINGENCY

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 #12-52 and approves a contract with Electrical Resources, Inc. dba Milford Sign Co. in the amount of \$20,910.00 for the construction of park entry signs.

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

PASSED and APPROVED this 19th day of June, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



City of Fayetteville, AR

Project Check List

Bid 12-52, Construction – Park Entry Signs

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 issued by a bank located in the State of Arkansas for an amount no less than 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, 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 Contractor's License Number.

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

CONTRACTOR NAME: Electrical Resources DBA Milford Sign Co

ARKANSAS CONTRACTOR'S LICENSE NUMBER: #0057780412



Western Surety Company

BID BOND
(Percentage)

Bond Number: 61366209

KNOW ALL PERSONS BY THESE PRESENTS, That we Electrical Resources Inc.
_____ of
278 Vaughn Road 279 Hwy, Centerton, AR 72719, hereinafter
referred to as the Principal, and Western Surety Company
_____ as Surety, are held and firmly bound unto City of Fayetteville
of 113 W. Mountain St., Fayetteville, AR 72701
hereinafter referred to as the Obligee, in the sum of Five (5 %) percent of the greatest
amount bid, for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Parks Entry Signs, Fayetteville, AR

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 30th day of May, 2012

Electrical Resources Inc.
(Principal)
By [Signature] (Seal)

Western Surety Company
(Surety)
By [Signature] (Seal)
DANNY LEE SCHNEIDER Attorney-in-Fact

**ACKNOWLEDGMENT OF SURETY
(Attorney-in-Fact)**

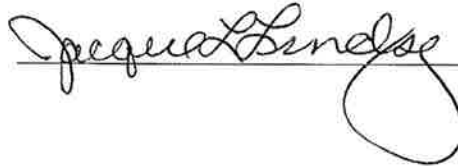
STATE OF Arkansas
COUNTY OF Washington } ss

Bond No. 61366209

On this 30th day of May, 2012, before me, a notary public in and for said County, personally appeared DANNY LEE SCHNEIDER to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said DANNY LEE SCHNEIDER acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Springdale, Arkansas, the day and year last above written.

My commission expires 2/28, 2021



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 61366209

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DANNY LEE SCHNEIDER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Electrical Resources Inc.

Obligee: City of Fayetteville

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

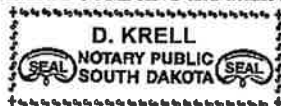
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 28, 2012, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 30th day of May, 2012.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

On this 30th day of May, in the year 2012, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 30th day of May, 2012.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Bid 12-5

Bid amount.
20,910.⁰⁰



Date: Wednesday
To: All Prospects
From: Andrea Foren
RE: Bid 12-52, (

1,050.⁰⁰
5% 1,045.

ci.fayetteville.ar.us

This addendum is hereby made herein. Bidders should indicate subject bidder to disqualification dated.

tent as though it were originally included of the Bid Form. Failure to do so may er of the bidding documents, signed, and

- 1.) The following attached documents are attached to this addendum:
 - a. Pre-Bid Meeting agenda from May 21, 2012
 - b. Pre-Bid Meeting sign-in sheet from May 21, 2012
- 2.) The City anticipates issuing a Notice to Proceed in early July, anticipating a June 19th award from the Fayetteville City Council.
- 3.) The City can e-mail the graphics file for the signs upon request to Andrea Foren at aforen@ci.fayetteville.ar.us or 479-575-8220.
- 4.) Plan holder listings will be updated as needed and will be posted to the City's Purchasing Division section of the website. To download visit www.accessfayetteville.org and click "Bid's, RFP's and RFQ's" under the "Business" section from the green toolbar at the top of the page.

Acknowledge Addendum #1: Printed Name: James H. Milford
Signature: [Signature] Title: Pres Date: 05-29-2012
Company: Electrical Resources DBA Milford Sign Co



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 12-52, Construction – Park Entry Signs

DEADLINE: Wednesday, May 30, 2012 before 3:00 PM, local time – Room 306

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPB, CPPO aforen@ci.fayetteville.ar.us, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 12 and May 19, 2012

INVITATION TO BID **BID 12-52, Construction – Park Entry Signs**

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled “Bid 12-52, Construction – Park Entry Signs” with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

PRE-BID MEETING: A non-mandatory pre-bid conference will be held on Monday, May 21, 2012 at 10:00 AM at White River Baseball Complex located at 2080 S. Armstrong Ave. All interested parties are strongly encouraged to attend the meeting.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Bidder assumes all responsibility for receiving updates and any addenda issued to this project by monitoring www.accessfayetteville.org. Failure to acknowledge addenda issued as instructed could result in rejection of such bid.

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – PARK ENTRY SIGNS

BID # 12-52
Date: May 2012

City of Fayetteville, AR Bid 12-52, Construction – Park Entry Signs Project Manual Index

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ATTACHMENTS:	# OF PAGES
A) Stamped & Signed Drawings	5 Pages

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Advertisement: 5/12/12 and 5/19/12

**CITY OF FAYETTEVILLE
INVITATION TO BID
Bid 12-52, Construction – Park Entry Signs**

The City of Fayetteville is accepting bids from properly licensed firms for the Construction of Park Entry Signs at White River Baseball Complex located at 2080 S. Armstrong Ave., Lake Fayetteville Park located at 1330 E. Lake Fayetteville Rd. and Bayyari Park located at 725 S. Regency Dr. in Fayetteville, Arkansas. This project includes the construction of three stone and steel park entry signs including site preparation, grading, fabrication, installation and site restoration including backfill, seed and straw at each site. Any questions concerning the bid should be addressed to Andrea Foren, Purchasing Agent at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled "Bid 12-52, Construction of Park Entry Signs". All bids shall be received before **Wednesday, May 30, 2012 before 3:00:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. No late bids will be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

PRE-BID MEETING: A non-mandatory pre-bid conference will be held on **Monday, May 21, 2012 at 10:00 AM** at White River Baseball Complex located at 2080 S. Armstrong Avenue. All interested parties are strongly encouraged to attend the meeting.

Bidding documents and plans must be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Parks and Recreation Department, 1455 S. Happy Hollow Road, Fayetteville, Arkansas.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@ci.fayetteville.ar.us. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid shall be accompanied by a certified check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and must be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor shall be paid with a contract awarded amount of \$75,000.00 or more.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond ninety days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS
By: Andrea Foren, CPPB, CPPO
City of Fayetteville, Purchasing Agent
Ad Dates: 5/12/12 and 5/19/12

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid Number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the date and time as indicated and as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to verify receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all *qualified* small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all State of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Contract.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, applicable sales taxes, use tax, permits, insurance, etc. to cover the products and services presented. *The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.*
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea

Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- l) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS:

- a. Attachment A: Project drawings are included with this bid package (5 sheets)

27. INSURANCE REQUIREMENTS:

- a. Workmen's Compensation – Statutory Amount
- b. Comprehensive General & Automobile Insurance:
 - i. Bodily Injury Liability – \$500,000 for each person injured.
 - ii. Each Accident – \$1,000,000
 - iii. General Liability – \$1,000,000 aggregate.

28. REQUIRED DOCUMENTS TO BE SUBMITTED WITH BID: All documents indicated below as **required** shall be submitted with each bid. Failure to submit required documents shall result in bid rejection.

- a. Project checklist (optional)
- b. **Required:** Bid Form – shall be submitted in its entirety and properly signed
- c. **Required:** 5% Bid Bond or cashier's check from an Arkansas Bank – as specified
- d. **Required:** Vendor References
- e. **Required:** Debarment Certification Form
- f. **Required:** Statement of Disclosure
- g. **Required:** Any addendums issued

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Instructions to Bidders

INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.
- 1.5 Local time – the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before 2:00:00 as shown by the atomic clock located in the Purchasing Division Office.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation

thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. Bid Form shall not be removed from the bound Project Manual, nor shall bids be submitted on a photocopy of the Bid Form. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However,

City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

- 8.4 Address bids to City of Fayetteville, and deliver to the address given in the Advertisement For Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of Alternate Bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form. The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.
- 8.7 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax exempt entity.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 Bid security, in the form of a bid bond, certified check, or similar financial instrument, in the amount stated in the Advertisement For Bids, must accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder will not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Contract and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Contract and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

- 10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into a Contract, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Contract, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1 A Contractor's License is required to bid this project, however, prior to executing the contract with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Contract.

PART TWENTY-FOUR - SIGNING OF CONTRACT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Contract as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the

Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans With Disabilities Act

- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.

- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. All bidders must have past experience of at least four (4) projects within the last five (5) years unless less exception is approved and granted by the City of Fayetteville. The City of Fayetteville reserves the right to reject for inadequate experience. All bidders shall submit the enclosed vendor reference form with bid.

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Project Details

The City of Fayetteville is accepting bids from properly licensed firms for the Construction of Park Entry Signs at White River Baseball Complex located at 2080 S. Armstrong Avenue, Lake Fayetteville Park located at 1330 E. Lake Fayetteville Road and Bayyari Park located at 725 S. Regency Drive in Fayetteville, Arkansas. This project includes the construction of three stone and steel entry signs and any associated site work.

A. ENTRY SIGNS:

- a. There will be a total of 3 signs.
- b. Signs include native stone masonry, powder coated steel and concrete footings.
- c. Concrete for footings shall have a minimum compressive strength of 3,500 psi and shall have a minimum cement content of 5-1/2 bags per cubic yards with 5-1/2% ± 1-1/2% air entrainment.
- d. Refer to stamped drawings for additional requirements and details.

B. SITE RESTORATION:

- a. Site restoration of all disturbed areas not designated for other planting or improvements includes topsoil, fescue seed, straw and water. Seed shall be turf type tall fescue blend.

C. WORKING HOURS:

- a. Contractor will be allowed to work in the parks Monday –Friday from daylight to dark. Special prior permission must be obtained from the City to work on weekends.

D. BID STRUCTURE:

- a. Bids will be received on a line item basis, totaling to the total base bid. Please refer to the bid form for further details.

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Document 00400: Bid Form

Contract Name: Construction of Park Entry Signs

Bid Number 12-52

BID TO:

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

BID FROM:

Bidder: ELECTRICAL Resources Inc. DBA Milford Sign Co.
300 North Vaughn Rd
Center Ten Ar. 72719

Article 1 – Intent:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract 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 Contract 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 Contract, 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>05-29-2012</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.

Article 4 – Bid Price:

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

ITEM:	DESCRIPTION:	UNIT COST	QUANTITY	*TOTAL PRICE
1.	<u>Stone and Steel Park Entry Signs – as specified</u>	<u>\$6,970.00</u>	3	<u>\$20,910.00</u>

***Price includes:** Freight, shipping, all delivery fees, sales tax, site preparation, grading, fabrication, installation and site restoration including backfill, seed and straw at each site and all other items requested in this invitation to bid.

****NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING, IF APPLICABLE, 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 bid 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 Contract.
- B. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract.

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 ~~ONE THOUSAND SEVENTY EIGHT DOLLARS + 25/100~~
5% of bid amount Dollars (~~\$1,078.25~~).

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

Sub-contractor name: MARK CALDWELL Percent of work: 40 %

Sub-contractor name: _____ Percent of work: _____ %

Sub-contractor name: _____ Percent of work: _____ %

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:

JAMES H. MILFORD

3600 N. VAUGHN RD.

CENTERTON, AR 72719

Phone No. CELL 479-685-6194

E-Mail: JAMES@ELECTRICAL-RESOURCES.COM

FAX No. 479-795-2641

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: Electrical Resources Inc. (SEAL)

State of Incorporation: Arkansas

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

Electrical Contracting & Light Building

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

Name (type or printed): James H. Milford

Title: President.

(CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Business address: 300 North Vaughn Rd

Centerton Ar. 72719.

Phone No.: 479-751-4350 FAX No.: 479-795-2641

END OF DOCUMENT 00400

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
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: ELECTRICAL RESOURCES, INC. DBA MILFORD SIGN CO.

BUSINESS ADDRESS: 300 N. VAUGHN RD., CENTERTON, AR 72719

NUMBER OF YEARS IN BUSINESS: 22 YRS. HOW LONG IN PRESENT LOCATION: 28 YRS.

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

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3 FULL TIME _____ 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. CITY OF BENTONVILLE
COMPANY NAME

117 W. CENTRAL, BENTONVILLE, AR 72712
CITY, STATE, ZIP

KATHY BERTSCHY
CONTACT PERSON

479-271-3115
TELEPHONE

479-271-5913
FAX NUMBER

KBertschy@bentonvillear.com
E-MAIL ADDRESS

2. GARAGE GRAPHICS
COMPANY NAME

2625 NEERGAARD, SPRINGFIELD, MD 65803
CITY, STATE, ZIP

Joy Frazier
CONTACT PERSON

417-831-7570
TELEPHONE

417-831-7537
FAX NUMBER

jfrazier@ggandv.com
E-MAIL ADDRESS

3. ALLEN INDUSTRIES
COMPANY NAME

4100 SHERATON COURT, GREENSBORO, NC
CITY, STATE, ZIP 27410

DAWN ZACHARY
CONTACT PERSON

336-553-0766
TELEPHONE

336-294-4333
FAX NUMBER

dawn.zachary@allenindustries.com
E-MAIL ADDRESS

4. PRINCIPLE GROUP
COMPANY NAME

2035 LAKEVIEW CENTRE WAY, STE. 250, KNOXVILLE,
CITY, STATE, ZIP TN 37922

JOHNNY TEMPLE
CONTACT PERSON

865-692-4058
TELEPHONE

865-692-4104
FAX NUMBER

Johnny.Temple@principleglobal.com
E-MAIL ADDRESS

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Debarment Certification Form – **THIS FORM SHALL BE SUBMITTED WITH ALL BIDS**

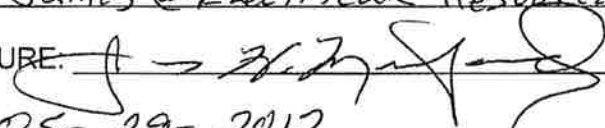
As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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: James H. Milford
COMPANY: Electrical Resources Inc. DBA Milford Sign Co.
PHYSICAL ADDRESS: 300 North Vaughn Rd. Centerton Ar. 72719
MAILING ADDRESS: 300 North Vaughn Rd, Centerton Ar. 72719
PHONE: 479-751-4350 FAX: 479-795-2641
EMAIL: James@Electrical-Resources.com
SIGNATURE: 
DATE: 05-29-2012

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.

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations that may be 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.

James H. Milford
Printed Name


Signature

05-29-2012
Date

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Draft Contract – Between City and Contractor

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

1. _____ 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 12-52 as stated in _____ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-52, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay _____ based on their bid proposal in an amount not to exceed \$ _____. 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 _____ consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-52 with the specifications and conditions typed thereon.
 - B. _____ 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 _____ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and _____.
5. _____ shall not assign its duties under the terms of this contract.
6. _____ 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 _____ 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. _____ 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, _____ 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 _____.

8. _____ 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 _____ with 10 days written notice.
10. The Work shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 60 consecutive calendar days after the date when the Contract Time commences to run.
11. Liquidated Damages. City of Fayetteville and _____ recognize that time is of the essence of the Contract and that City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 10 above. 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 _____ agree that as liquidated damages for delay (but not as a penalty) _____ shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if _____ shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 10 for completion and readiness for final payment or any proper extension thereof granted by City of Fayetteville, _____ shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for completion and readiness for final payment.
12. 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.
13. 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.
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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CONTRACTOR

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST:

ATTEST:

Company Secretary

Sondra Smith, City Clerk

Business Address

Date Signed: _____

City, State & Zip Code

Date Signed: _____



BID: 12-52
DATE: 05/30/12
TIME: 3:00 PM
CITY OF FAYETTEVILLE

Bid 12-52, Construction - Park Entry Signs

BIDDER	Unit Price	Quantity	TOTAL COST
1 General Construction Solutions, Inc.	\$8,333.33	3	\$24,999.99
2 Hammer & Chisel, Inc.	\$7,000.00	3	\$21,000.00
3 LJB Construction, Inc.	\$10,570.00	3	\$31,710.00
4 Milford Sign Co.	\$6,970.00	3	\$20,910.00

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

CERTIFIED:


P. VICE, PURCH MGR


WITNESS

05/30/12
DATE

City of Fayetteville
Bid 12-52, Construction – Park Entry Signs
Contract – Between City and Contractor

This contract executed this 19th day of June, 2012, between the City of Fayetteville, Arkansas, and Electrical Resources, Inc./Milford Signs. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Electrical Resources, Inc./Milford Signs 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 12-52 as stated in Electrical Resources, Inc./Milford Signs' bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-52, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Electrical Resources, Inc./Milford Signs based on their bid proposal in an amount not to exceed \$20,910. 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 Electrical Resources, Inc./Milford Signs consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 12-52 with the specifications and conditions typed thereon.
 - B. Electrical Resources, Inc./Milford Signs' 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 Electrical Resources, Inc./Milford Signs and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Electrical Resources, Inc./Milford Signs.
5. Electrical Resources, Inc./Milford Signs shall not assign its duties under the terms of this contract.
6. Electrical Resources, Inc./Milford Signs 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 Electrical Resources, Inc./Milford Signs' 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. Electrical Resources, Inc./Milford Signs 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, Electrical Resources, Inc./Milford Signs 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.

JTB

The premiums for all insurance and the bond required herein shall be paid by Electrical Resources, Inc./Milford Signs.

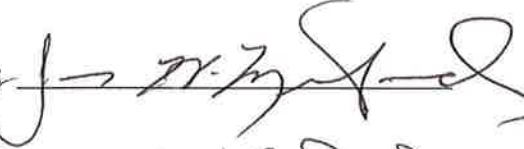
8. Electrical Resources, Inc./Milford Signs to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Electrical Resources, Inc./Milford Signs with 10 days written notice.
10. The Work shall be substantially completed within 45 consecutive calendar days after the date when the Contract Time commences to run, and completed and ready for final payment within 60 consecutive calendar days after the date when the Contract Time commences to run.
11. Liquidated Damages. City of Fayetteville and Electrical Resources, Inc./Milford Signs recognize that time is of the essence of the Contract and that City of Fayetteville will suffer financial loss if the Work is not completed within the times specified in paragraph 10 above. 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 Electrical Resources, Inc./Milford Signs agree that as liquidated damages for delay (but not as a penalty) Electrical Resources, Inc./Milford Signs shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Electrical Resources, Inc./Milford Signs shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 10 for completion and readiness for final payment or any proper extension thereof granted by City of Fayetteville, Electrical Resources, Inc./Milford Signs shall pay City of Fayetteville Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 10 for completion and readiness for final payment.
12. 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.
13. 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.
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.



WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CONTRACTOR
Electrical Resources Inc / Milford Sign Co.

CITY OF FAYETTEVILLE, ARKANSAS

By: 

LIONELD JORDAN, Mayor

James H. Milford Pres.
Printed Contractor Name & Title

ATTEST:

ATTEST:

Marty Ross

Company Secretary

Sondra Smith, City Clerk

300 N. VAUGHN RD.

Business Address

Date Signed: _____

CENTERTON, AR 72719


City, State & Zip Code

Date Signed: *5-31-12* _____

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 #: _____		Vendor Name: Electrical Resources, Inc.		Fob Point: _____		Requisition No.: _____		Date: 6/19/2012	
Address: 300 North Vaughn Road		State: AR		Zip Code: 72719		P.O. Number: _____		Expected Delivery Date: _____	
City: Centerton		Requester: Carole Jones, Park Planner II		Requester's Employee #: 3003		Mail Yes: _____ No: _____		Quotes Attached Yes: _____ No: _____	
Quantity: 1		Unit of Issue: Lot		Extended Cost: \$20,910.00		Division Head Approval: 		Extension: 472	
Item Description: Construction of Park Entry Signs -Per Bid #12-52		Unit Cost: _____		Account Numbers: 2250.9255.5315.00		Project/Subproject #: 03022.1		Inventory # _____	
1		1		\$20,910.00		_____		_____	
2		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
_____		_____		\$0.00		_____		_____	
Shipping/Handling		Lot		\$0.00		_____		_____	
Special Instructions:		_____		_____		_____		_____	
Tax is included in the contract price.		_____		_____		Subtotal: \$20,910.00		_____	
_____		_____		_____		Tax: _____		_____	
_____		_____		_____		Total: \$20,910.00		_____	

Approvals:

Mayor: _____ Department Director: _____

Finance & Internal Services Director: _____ Budget Manager: _____

Dispatch Manager: _____ Utilities Manager: _____

Purchasing Manager: _____

IT Manager: _____

Other: _____

