

City of Fayetteville Staff Review Form

A. 7
 Bid #12-74 Vance Brothers, Inc.
 Page 1 of 26

City Council Agenda Items
 and
 Contracts, Leases or Agreements

11/8/2012 12/4/12
 City Council Meeting Date
 Agenda Items Only

Terry Gulley
 Submitted By

Transportation
 Division

Transportation Services
 Department

Action Required:

A resolution awarding Bid 12-74 Construction - Asphalt Micro-Surfacing and approving a contract with Vance Brothers, Inc. for the amount of \$72,470.00 and a 10% project contingency of \$7,247.00.

\$ 79,717.00
 Cost of this request

4470.9470.5417.00
 Account Number

02052 / 1
 Project Number

\$ 2,312,401.00
 Category / Project Budget

\$ 1,946,109.61
 Funds Used to Date

\$ 366,291.39
 Remaining Balance

In-House Pavement Improvements
 Program Category / Project Name

Transportation Improvements
 Program / Project Category Name

Sales Tax Capital Improvements
 Fund Name

Budgeted Item

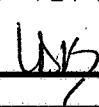
Budget Adjustment Attached

Terry Gulley 10-19-12 Previous Ordinance or Resolution # _____
 Department Director Date

Original Contract Date: _____

John Bell 10-19-12 Original Contract Number: _____
 City Attorney Date

Paul A. Becker 10-22-2012
 Finance and Internal Services Director Date

Received in City Clerk's Office 10-19-12 P12:41 RCVD


Don Man 10-22-12
 Chief of Staff Date

Received in Mayor's Office



David Jordan 10/23/12
 Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

From: Terry Gulley, Transportation Services Department Director *TG*

Date: November 8, 2012

Subject: A resolution awarding Bid 12-74 Construction - Asphalt Micro-Surfacing and approving a contract with Vance Brothers, Inc. for the amount of \$72,470.00 and a 10% project contingency of \$7,247.00.

PROPOSAL:

Asphalt micro-surfacing is a polymer modified cold-mix paving system that can remedy a broad range of problems on streets.

Like its parent product, slurry seal, micro-surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service of both urban and rural roads, micro-surfacing has many added capabilities due to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

The application of the proper asphalt slurry system (micro-surfacing and/or slurry seal) will significantly extend the life of existing pavements by protecting the undersurface from damage caused by water seepage and oxidation.

RECOMMENDATION:

Sealed formal bids for the purchase of asphalt micro-surfacing were publicly read and the results are attached to this memo.

Staff recommends approving a resolution awarding Bid 12-74 Construction - Asphalt Micro-Surfacing and approving a contract with Vance Brothers, Inc. for the amount of \$72,470.00 and a 10% project contingency of \$7,247.00.

BUDGET IMPACT:

Funds for the purchase of asphalt micro-surfacing are available in the In-House Pavement Improvements project.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #12-74 AND APPROVING A CONTRACT WITH VANCE BROTHERS, INC. IN THE AMOUNT OF \$72,470.00 FOR ASPHALT MICRO-SURFACING, 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 #12-74 and approves a contract with Vance Brothers, Inc. in the amount of \$72,470.00 for asphalt micro-surfacing and approves a ten percent (10%) project contingency.

PASSED and APPROVED this 8th day of November, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 12-74
 DATE: 10/18/12
 3:30 PM
 CITY OF FAYETTEVILLE

Bid 12-74, Construction - Asphalt Micro-Surfacing

			Donelson Construction Co., LLC			Vance Brothers, Inc.	
Item	DESCRIPTION	Unit of Measurement	Estimated Quantity	Line Item Unit Price	Line Item Total	Line Item Unit Price	Line Item Total
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	23,000	\$3.19	\$73,370.00	\$2.89	\$66,470.00
2	Microsurfacing (in excess of 22lbs/SY)	Per Pound	40,000	\$0.07	\$2,800.00	\$0.075	\$3,000.00
3	Microsurfacing in Wheel Ruts	Per Pound	40,000	\$0.07	\$2,800.00	\$0.075	\$3,000.00
4	N/A: Bid Items removed per Addendum 4, Dated 10/16/12						
5	N/A: Bid Items removed per Addendum 4, Dated 10/16/12						
TOTAL BASE BID (Sum of Items 1-3):					\$78,970.00		\$72,470.00

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

CERTIFIED:

P. Vice
 P.VICE, PURCH MGR

Justin Paladino
 WITNESS

10/19/12
 DATE

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
Bid Form – REVISED PER ADDENDUM 4

Contract Name: Bid 12-74, Construction – Asphalt Micro-Surfacing
Bid Number 12-72

BID TO:

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

**REVISED BID FORM
PER ADDENDUM 4**

BID FROM:

Bidder:

Vance Brothers, Inc.
5201 Brighton
Kansas City, MO 64130

Section 1 – Intent:

- A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

- B. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
#1 _____	<u>10-1-12</u>
#2 _____	<u>10-5-12</u>
#3 _____	<u>10-9-12</u>
#4 _____	<u>10-16-12</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 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 Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

1. L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
2. M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
3. N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Base Bid Price:

Line Item	Description	Unit of Measurement	Estimated Quantity	Line Item Unit Price	Line Item Total
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	23,000	\$ 2.89	\$ 66,470. ⁰⁰
2	Microsurfacing (in excess of 22lbs/SY)	Per Pound	40,000	\$ 0.075	\$ 3,000. ⁰⁰
3	Microsurfacing in Wheel Ruts	Per Pound	40,000	\$ 0.075	\$ 3,000. ⁰⁰
4	N/A: Bid Items removed per Addendum 4, Dated 10/16/12				
5	N/A: Bid Items removed per Addendum 4, Dated 10/16/12				
Total Base Bid (Sum of Items 1-3):					\$ 72,470.⁰⁰

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

N/A

Section 6 – Contract Times:

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

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

Section 7 – Communications:

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

Tim Harra wood
Vance Brothers, Inc.
5201 Brighton KCMO 64130
Phone No. 501-231-8949
FAX No. 816-923-6472

Section 8 – SIGNATURE:

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

SUBMITTED on this 16th Date of October, 20 12.

Arkansas State Contractor License No. 0057410413.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Vance Brothers, Inc. (SEAL)

Date of Incorporation: 12-31-58



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

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

Name (type or printed): Jeff Vance

Title: Vice President



(CORPORATE SEAL) VANCE BROS. INC. (816) 923-4325

Business address: 5201 Brighton
Kansas City, MO 64130

Phone No.: 816-923-4325 FAX No.: 816-923-6472

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
Vendor References

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

COMPANY NAME: Vance Brothers, Inc.

BUSINESS ADDRESS: 5201 Brighton Kansas City, MO 64130

NUMBER OF YEARS IN BUSINESS: 54 HOW LONG IN PRESENT LOCATION: 54

TOTAL NUMBER OF CURRENT EMPLOYEES: 300 FULL TIME 300 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 20 FULL TIME PART TIME

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

1. See attached
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

DATE COMPLETED

E-MAIL ADDRESS

Statement of Bidders Qualifications

References for Micro-Surfacing

City of Lawrence, KS Mr. Steven Lashley	2011 Micro-Surfacing Program 785-832-3137	\$906,980.57	August 2011
City of Midwest City, OK Mr. Vaughn Sullivan	Micro-Surfacing 405-739-1397	\$220,065.30	May 2011
Clay County MO Mr. Dwayne Jackson	Micro-Surfacing 816-407-3630	\$480,971.06	July 2011
Clay County MO Mr. Dwayne Jackson	Micro-Surfacing 816-407-3630	\$264,189.18	July 2010
Missouri Dept. of Transportation Mr. Larry Jacobson	Micro-Surfacing Nodaway County 660-582-3300	\$467,978.27	Oct 2010

City of Fayetteville
Bid 12-74, Construction – Asphalt Micro-Surfacing
Debarment Certification Form – **THIS FORM SHOULD BE SUBMITTED WITH ALL BIDS**


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

Debarment:

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

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

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

NAME: Jeff Vance
COMPANY: Vance Brothers, Inc
PHYSICAL ADDRESS: 5201 Brighton
MAILING ADDRESS: P.O. Box 300107
PHONE: 816-923-4325 FAX: 816-923-6472
EMAIL: ~~jvance@vancebrothers.com~~ tharrawood@vancebrothers.com
SIGNATURE: 
DATE: 10-16-12

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 12-74, Construction – Asphalt Micro-Surfacing
Statement of Disclosure – To Be Submitted With ALL Bids

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

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

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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


1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain)

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

- 1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
- 2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Jeff Vance
Printed Name


Signature

10-16-12
Date

Bid 12-74, Addendum 1



Date: Monday, October 01, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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

• **Bid 12-74, has the following modifications and clarifications:**

- 1.) The City will release all work presented in the at one time with a single Notice to Proceed.
- 2.) Work shall be completed within thirty (30) calendar days of Notice to Proceed.
- 3.) The City will not hold any retainage from payments associated with this project.
- 4.) There will be no liquidated damages associated with this bid.

Acknowledge Addendum #1:

Printed Name: Jeff Vance

Signature: [Handwritten Signature]

Title: Vice President Date: 10-16-12

Company: Vance Brothers, Inc.

Bid 12-74, Addendum 2



Date: Friday, October 5, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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

• **Bid 12-74, has the following modifications and clarifications:**

1. Square yard quantities of microsurfacing were calculated based on the red highlighted areas in the drawings. The City may adjust the project limits based on actual field conditions. The actual square yardage of microsurfacing placed will be measured, and payment will be made at the per square yard price bid for the actual quantity measured.
2. The crack fill quantity provided is an estimate and would also be adjusted based on actual quantities.
3. Thermo striping has been applied and will need to be at least scuffed up for the material to adhere. The City shall be responsible for scuffing existing striping.
4. The City will be responsible for taking care of the grass covering the shoulders.
5. Contractor shall be responsible for killing and removing the grass from the streets and curb lines.

Acknowledge Addendum #2:

Printed Name: Jeff Vance

Signature: [Handwritten Signature]

Title: Vice President Date: 10-16-12

Company: Vance Brothers, Inc.

Bid 12-74, Addendum 3



Date: Tuesday, October 09, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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

• **Bid 12-74, has the following modifications and clarifications:**

1. Residual asphalt limits in Section 4.7.1 of the Specifications are hereby revised to 6.0% to 10.0% by dry weight of aggregate.
2. Section 4.6.1 is hereby revised to provide for a curing time so that normal traffic can be permitted in one hour instead of one half hour.
3. Replace section 12.2 Test Strip with the following:
 - a. 12.2 Test Strip. Prior to the application of the micro-surfacing mixture, the CONTRACTOR shall place a test strip, at a location established by the Engineer, to demonstrate the compatibility of the modified emulsion and the mineral aggregate under field conditions. This test strip shall also be used to demonstrate mix uniformity and compliance of the mix to the requirements of proportioning of the asphalt, mineral aggregate, mineral filler, polymer modifier, set-control agent and water. The test strip shall be at least 152 meters (500 feet) in length, and the width of one lane and shall consist of the application courses specified in the contract. The test strip shall be conducted at the same time of day or night the full production will be applied, in the presence of the Engineer and a Department Materials Laboratory representative, at least hours (24) hours prior to the CONTRACTOR'S intended start-up date for microsurfacing placement. The Engineer shall evaluate the test strip after has fully cured to determine that the mix design and materials are acceptable. A new test strip shall be performed when the test strip is deemed unacceptable, a change in the mix design become necessary or as directed by the Engineer. The establishment of a test strip will be considered incidental, however the approved test strip will be measured and paid for in accordance with the contract provisions for the actual square yards of micro-surfacing placed. Failure of the test strip shall require the CONTRACTOR to completely remove the test strip with no compensation for the labor, equipment or material to place, remove or properly dispose of the failed test strip. Method or equipment substitutions used and approved by the Engineer in the test strip, shall be used in field production.
4. Replace Section 21 with the following:
 - a. 21. Contractor Qualification Requirements.
 - b. 21.1 Bidders shall be qualified and experienced to provide the work presented in this bid. Upon request by the City after bid opening, qualification requirements are due within 24 hours of request. Qualification will be determined based on information provided as follows. All information is required for contract approval

- c. 21.2 The bidder shall submit a letter of verification addressed to the CITY stating the project(s), and agency contact(s) that satisfies the minimum work experience requirements described in paragraph 16.1 herein.

Acknowledge Addendum #3:

Printed Name: Jeff Vance

Signature: 

Title: Vice President Date: 10-16-12

Company: Vance Brothers, Inc.

Bid 12-74, Addendum 4



Date: Tuesday, October 16, 2012

To: All Prospective Vendors

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

RE: Bid 12-74, Construction – Asphalt Micro-Surfacing

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

• **Bid 12-74, has the following modifications and clarifications:**

1. The bid deadline is hereby extended. All bids shall be received before **Thursday, October 18, 2012 before 3:30 PM, local time.** No late bids shall be accepted.
2. The bid form has been revised with this addendum. All bidders shall use the revised enclosed bid form. Failure to use the appropriate bid form can result in bid rejection.
3. Tack coat and crack sealing shall not be required and is hereby removed from all specifications.
4. The City anticipates this project going before City Council for award on Thursday, November 08, 2012.

TK Vance
Tim Vance
President
Vance Brothers, Inc
10-16-12



Project Check List

Bid 12-74, Construction – Asphalt Micro-Surfacing

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

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

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

CONTRACTOR NAME: Vance Brothers, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: 0057410413

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vance Brothers, Inc.
5201 Brighton Avenue P O Box 300107, Kansas City, MO 64130-0107

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville, Arkansas
113 West Mountain, Fayetteville, AR 72701

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid
Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

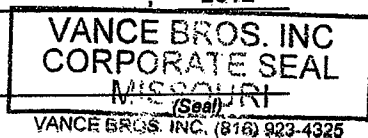
WHEREAS, the Principal has submitted a bid for Bid #12-74 Construction - Asphalt Micro-Surfacing

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of October, 2012

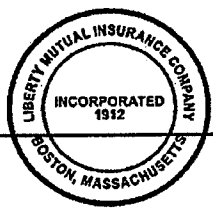
Brian Shield
(Witness)

Vance Brothers, Inc.



By: [Signature] Vice President
(Title)

Brenda L. Linze
(Witness)



Liberty Mutual Insurance Company

By: [Signature] Attorney-in-Fact
(Title)

Surety Phone No. 617-357-9500

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brenda L. Linze of the city of Kansas City, state of MO its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Vance Brothers, Inc.

Obligee Name: City of Fayetteville, Arkansas

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of May, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON SS
COUNTY OF KING

On this 2nd day of May, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, Peerless Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, Peerless Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

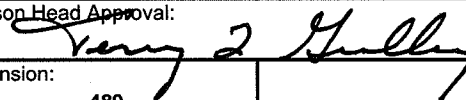
City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

Requisition No.:	Date: A. 7 10/18/2012
P.O Number:	Bid #12-74 Vance Brothers, Inc. Expected Delivery Date: _____ of 26

Vendor #:	Vendor Name: Vance Brothers, Inc.	Mail Yes: _____ No: <u>X</u>	Quotes Attached Yes: _____ No: <u>X</u>
Address: 5201 Brighton		Fob Point:	Taxable Yes: <u>x</u> No: _____
City: Kansas City	State: Missouri	Zip Code: 64130	Ship to code: 104
Requester: Ginny Gundlach		Requester's Employee #: 2283	Extension: 489

Divison Head Approval: 

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Asphalt Microsurfacing (18-22 lbs/SY)	23000	SY	2.89	\$66,470.00	4470.9470.5417.00	02052 / 1		
2	Asphalt Microsurfacing (In excess of 22 lbs/SY)	40000	LB	0.08	\$3,000.00	4470.9470.5417.00	02052 / 1		
3	Asphalt Microsurfacing in Wheel Ruts	40000	LB	0.08	\$3,000.00	4470.9470.5417.00	02052 / 1		
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot						

Special Instructions: Contract # _____, Per Bid 12-74 & Res _____	Subtotal: \$72,470.00 Tax: \$0.00 Total: \$72,470.00
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Approvals:

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

Reference Bid: Bid 12-74, Construction – Asphalt Micro-Surfacing

Contractor: Vance Brothers, Inc.

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

1. **Vance Brothers, Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-74 as stated in **Vance Brothers, Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under **Bid 12-74**, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Vance Brothers, Inc.** based on their bid proposal in an amount not to exceed **unit pricing as presented in Bid 12-74.** 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 **Vance Brothers, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to **Bid 12-74** with the specifications and conditions typed thereon, inclusive of any addenda.
 - B. **Vance Brothers, Inc.** bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Vance Brothers, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Vance Brothers, Inc.**
5. **Vance Brothers, Inc.** shall not assign its duties under the terms of this agreement.
6. **Vance Brothers, Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Vance Brothers, Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. **Vance Brothers, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Vance Brothers, Inc.** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.
\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Vance Brothers, Inc.**

8. **Vance Brothers, Inc.** to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or **Vance Brothers, Inc.** with 10 days written notice.
10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2012.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk



CONTRACTOR

BY Jeff Vance, Vice President
NAME AND TITLE

ATTEST COMPANY SECRETARY



5201 Brighton Kansas City, MO 64130
BUSINESS ADDRESS



CERTIFICATE OF LIABILITY INSURANCE

A. 7
 Bid #12-74 Vance Brothers, Inc.
 Page 25 of 26 (MM/DD/YYYY)
 11/9/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

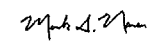
PRODUCER Cretcher Heartland Incorporated 4551 West 107th Street, Third Floor Overland Park KS 66204	CONTACT NAME: Theresa Bebout	
	PHONE (A/C, No, Ext): 913-341-8998	FAX (A/C, No): 913.643.4148
E-MAIL ADDRESS: TBebout@Cretcherheartland.com		
PRODUCER CUSTOMER ID #: VANCE01		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Navigators Insurance Co		42307
INSURER B: Argonaut Insurance Co		19801
INSURER C: Valley Forge Insurance (CNA)		20508
INSURER D: Continental Insurance Co (CNA)		35289
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1451211647 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		4034345990	1/1/2012	1/1/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4034346024	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			SE12EXC7018381V	1/1/2012	1/1/2013	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9207508285514	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: City of Fayetteville, Arkansas - Bid 12-74 Asphalt Microsurfacing.

CERTIFICATE HOLDER City of Fayetteville, Arkansas 113 West Mountain Street Fayetteville AR 72701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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