

City Council Agenda Items  
 and  
 Contracts, Leases or Agreements

4/2/2013

City Council Meeting Date  
 Agenda Items Only

Scott Huddleston  
 Submitted By

Information Technology  
 Division

FISD  
 Department

Action Required:

A resolution to award Bid 13-18 in the amount of \$114,363 to Heckathorn Construction Co., Inc. for the construction of a server room storm shelter at the Fayetteville Executive Airport and to approve a project contingency of \$15,000.

\$ 129,363.00  
 Cost of this request

4470.9470.5804.00  
 Account Number

13006.1  
 Project Number

\$ 220,000.00  
 Category / Project Budget

\$ -  
 Funds Used to Date

\$ 220,000.00  
 Remaining Balance

Data Center Relocation  
 Program Category / Project Name

Program / Project Category Name

Capital Improvement Projects  
 Fund Name

Budgeted Item

Budget Adjustment Attached

S. Hall  
 Department Director

3/14/13  
 Date

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

Don Kelly  
 City Attorney

Ides of March, 2013  
 Date

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

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

Paul A. Buler  
 Finance and Internal Services Director

3-15-2013  
 Date

Received in City Clerk's Office 03-15-13 P02:14 RCVD  
Kevin G.

Ann Man  
 Chief of Staff

3-18-13  
 Date

Received in Mayor's Office  
 ENTERED 3/15/13

Donald Jordan  
 Mayor

3/18/13  
 Date


Comments:

## CITY COUNCIL AGENDA MEMO

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

**Thru:** David Jurgens, Utilities Director

**From:** Scott Huddleston, Information Technology Director 

**Date:** March 15, 2013

**Subject:** City of Fayetteville Data Center Construction

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### **BACKGROUND:**

In July of 2007, the City entered into a lease agreement for space in the EJ Ball Building to house the City's primary datacenter. This space was previously used for a Sprint data center that included HVAC and Backup Power infrastructure equipment. This aging equipment is inefficient, costly to operate, and in need of replacement. In addition to aging equipment, the proximity to our secondary data center is too close. To better adhere to the City's disaster recovery policy, geo-diversity and security are two significant issues lacking in the current EJ Ball location. These factors have prompted the need to re-evaluate the feasibility and efficiency of continued operations at the EJ Ball facility.

In January of 2012, the City surveyed several potential sites and agreed upon the Fayetteville Executive Airport site. Staff determined this site would alleviate the current problems of security, geo-diversity, and benefit the City by making equipment investments into a City owned facility. In July of 2012, the City contracted with Garver, LLC to provide engineering design services to construct a server room storm shelter at the Fayetteville Executive Airport and to provide bid specifications for construction.

On March 14<sup>th</sup>, the City received four (4) construction bids ranging from a low of \$114,363.00 to a high of \$145,804.00 to construct a server room storm shelter located at the Fayetteville Executive Airport. Heckathorn Construction Company, Inc. submitted the lowest bid which meets the minimum specifications according to Bid 13-18.

### **RECOMMENDATION:**

Staff recommends approving a contract in the amount of \$114,363.00 to Heckathorn Construction Company, Inc. for the construction of a server room storm shelter located at the Fayetteville Executive Airport, and to approve a project contingency of \$15,000.00.

### **BUDGET IMPACT:**

This project is funded out of the Data Center Relocation Capital Improvement Project.

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

A RESOLUTION AWARDDING BID #13-18 AND AUTHORIZING A CONTRACT WITH HECKATHORN CONSTRUCTION CO. IN THE AMOUNT OF \$114,363.00 FOR THE CONSTRUCTION OF A SERVER ROOM STORM SHELTER AT THE FAYETTEVILLE EXECUTIVE AIRPORT, AND APPROVING A PROJECT CONTINGENCY OF \$15,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-18 and authorizes a contract with Heckathorn Construction Co. in the amount of \$114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approves a project contingency of \$15,000.00.

**PASSED and APPROVED** this 2<sup>nd</sup> day of April, 2013.

APPROVED:

ATTEST:

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

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

## CONTRACT

**Reference Bid:** Bid 13-18, Construction – Server Room Storm Shelter Re-Bid

**Contractor:** Heckathorn Construction Co., Inc.

**Term:** Single Project

This contract executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Fayetteville, Arkansas, and **Heckathorn Construction Co., Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Heckathorn Construction Co., 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 13-18 as stated in **Heckathorn Construction Co., Inc.** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-18, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay **Heckathorn Construction Co., Inc.** based on their bid proposal in an amount not to exceed **\$114,363.00**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and **Heckathorn Construction Co., Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 13-18 with the specifications and conditions typed thereon.
  - B. **Heckathorn Construction Co., Inc.** bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Heckathorn Construction Co., Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Heckathorn Construction Co., Inc.**
5. **Heckathorn Construction Co., Inc.** shall not assign its duties under the terms of this agreement.
6. **Heckathorn Construction Co., Inc.** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Heckathorn Construction Co., Inc.** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. **Heckathorn Construction Co., Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Heckathorn Construction Co., Inc.**



THE CITY OF FAYETTEVILLE, ARKANSAS

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shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General & Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

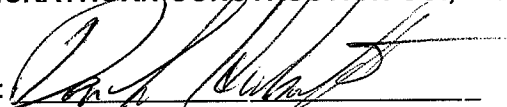
The premiums for all insurance and the bond required herein shall be paid by **Heckathorn Construction Co., Inc.**

- 8. **Heckathorn Construction Co., Inc.** to furnish proof of licensure as required by all local and state agencies.
- 9. This contract may be terminated by the City of Fayetteville or **Heckathorn Construction Co., 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 \_\_\_\_\_, 2013

HECKATHORN CONSTRUCTION CO., INC.

CITY OF FAYETTEVILLE, ARKANSAS

By:   
Signature

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

Don L. Heckathorn, President  
Printed Name & Title



THE CITY OF FAYETTEVILLE, ARKANSAS

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Janet S. Heckathorn  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

Janet S. Heckathorn  
\_\_\_\_\_  
**Company Secretary** (Printed Name)

\_\_\_\_\_  
**Sondra Smith, City Clerk**

Business Address

1880 N. Birch Avenue

Fayetteville, AR 72703  
City, State & Zip Code

Date Signed: March 15, 2013

Date Signed: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

A.3  
 Bid #13-18 Heckathorn Construction Co.  
 Page 7 of 10  
 3/12/2013

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).

<b>PRODUCER</b> The Cashion Company, Inc. P O Box 550  Little Rock AR 72203	<b>CONTACT NAME:</b> Susan Simmons <b>PHONE (A/C No. Ext):</b> (501)376-0716 <b>E-MAIL ADDRESS:</b> susans@cashionco.com	<b>FAX (A/C No.):</b> (501)376-2118
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Heckathorn Construction Company, Inc. 1880 Birch Avenue  Fayetteville AR 72703	<b>INSURER A:</b> Amerisure Ins. Co.	<b>NAIC #</b> 19488
	<b>INSURER B:</b> Amerisure Mutual Insurance	<b>NAIC #</b> 23396
	<b>INSURER C:</b> RLI Insurance Company	<b>NAIC #</b> 13056
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: 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	
A	GENERAL LIABILITY			CPP203580607	3/19/2013	3/19/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Blanket Contractual						PERSONAL & ADV INJURY \$ 1,000,000	
<input checked="" type="checkbox"/> XCU Coverage Included	GENERAL AGGREGATE \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
A	AUTOMOBILE LIABILITY			CA203580708	3/19/2013	3/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
Underinsured motorist BI single \$								
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	CU203580807	3/19/2013	3/19/2014	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						<input type="checkbox"/> CLAIMS-MADE	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC203580908	3/19/2013	3/19/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		Y				E.L. DISEASE - EA EMPLOYEE \$ 500,000	
	E.L. DISEASE - POLICY LIMIT \$ 500,000							
C	Blanket Builders Risk Coverage	N	N	ILM0300807	3/19/2013	3/19/2014	Any One Job Limit: \$5,000,000	
	Frame Construction Limit: \$1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 See Attached Comments/Remarks Section.

**CERTIFICATE HOLDER CANCELLATION**

City of Fayetteville 113 West Mountain Fayetteville, AR 72701	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  M Cashion, Jr. /JNM001 <i>M. Cashion, Jr.</i>

**COMMENTS/REMARKS**

HECKATHORN CONSTRUCTION COMPANY, INC.

**ENDORSED ADDITIONAL INSURED:**

If required by written contract, certificate holder is included as an additional insured on a primary and noncontributory basis.

**ENDORSED WAIVER OF SUBROGATION:**

If required by written contract, waiver of subrogation applies in favor of certificate holder.



# 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](mailto:Purchasing@ci.fayetteville.ar.us)

Vendor #: **5450** Vendor Name: **Heckathorn Construction Company, Inc.**

Address: **1880 Birch Ave** State: **AR** Zip Code: **72703** Ship to code: \_\_\_\_\_

City: **Fayetteville** Requester: **Allison Atha** Requester's Employee #: **2613** Extension: **7670**

Request Description: **Construction Server Room** Quantity: **1** Unit of Issue: \_\_\_\_\_ Unit Cost: **114,363.00** Extended Cost: **\$114,363.00** Account Numbers: **4470.9470.5804.00** Project/Subproject #: **13006.1** Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: **Storm Shelter** Quantity: **1** Unit of Issue: \_\_\_\_\_ Unit Cost: **15,000.00** Extended Cost: **\$15,000.00** Account Numbers: **4470.9470.5804.00** Project/Subproject #: **13006.1** Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: **Contingency** Quantity: **1** Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Issue: \_\_\_\_\_ Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Request Description: **Shipping/Handling** Quantity: \_\_\_\_\_ Unit of Issue: **Lot** Unit Cost: \_\_\_\_\_ Extended Cost: **\$0.00** Account Numbers: \_\_\_\_\_ Project/Subproject #: \_\_\_\_\_ Inventory #: \_\_\_\_\_ Fixed Asset #: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

Subtotal: **\$129,363.00**  
 Tax: \_\_\_\_\_  
 Total: **\$129,363.00**

Approvals: \_\_\_\_\_  
 Mayor: \_\_\_\_\_ Department Director: \_\_\_\_\_ Purchasing Manager: \_\_\_\_\_  
 Finance & Internal Services Director: \_\_\_\_\_ Budget Manager: \_\_\_\_\_ IT Manager: \_\_\_\_\_  
 Dispatch Manager: \_\_\_\_\_ Utilities Manager: \_\_\_\_\_ Other: \_\_\_\_\_

