

*Additional Information added at Agenda Session 3/26/13.*

**City of Fayetteville Staff Review Form**

C. 3  
AR Rahim Metal Trading, Inc.  
(Tyson Building Demolition)  
Page 1 of 30

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

4/2/2013

City Council Meeting Date  
Agenda Items Only

David Jurgens  
Submitted By

Utilities Management  
Division

Utilities  
Department

**Action Required:**

Approve a salvage contract with AR Rahim Metal Trading, Inc. who will remove the Tyson Building to within 6" of the slab grade, whereby the City will be paid a net amount of \$84,199.05.

Cost of this request <i>4881.02</i> 4470.0947 <del>4470.9470.5400.00</del>	\$ 797,331	Tyson Building Demolition
Account Number 02046.1301	Category / Project Budget	Program Category / Project Name
94	\$ 5,950	Building Improvements
Project Number	Funds Used to Date	Program / Project Category Name
	\$ 791,381	Sales Tax Capital
	Remaining Balance	Fund Name

Budgeted Item  XX

Budget Adjustment Attached

*Spencer for David Jurgens*  
Department Director

*3/21/13*  
Date

Previous Ordinance or Resolution # 26-13

*Jim Kelly*  
City Attorney

*3-21-13*  
Date

Original Contract Date: 2/5/2013

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

*Maria Hattweck*  
Finance and Internal Services Director

*3/22/13*  
Date

03-21-13 A11:53 RCVD  
Received in City Clerk's Office  
*King*

*Jim Man*  
Chief of Staff

*3/22/13*  
Date

Received in Mayor's Office  
ENTERED  
*3/21/13*  
*PH*

*Timothy Jordan*  
Mayor

*3/25/13*  
Date

Comments:

www.accessfayetteville.org

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan  
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: March 21, 2013

Subject: Tyson Building Removal Contract with AR Rahim Metal Trading, Inc. for \$91,026

## **RECOMMENDATION**

City Staff recommends approving a salvage contract with AR Rahim Metal Trading, Inc. who will remove the Tyson Building to within 6" of the slab grade, whereby the City will be paid a net amount \$84,199.05.

## **BACKGROUND**

The City of Fayetteville is removing the Tyson Building at 1851 East Huntsville Road, in preparation for sale and development of approximately two acres of the site to Kum & Go. The sale contract was executed February 5<sup>th</sup>, 2013, and contains the following statement: "The City of Fayetteville agrees to demolish or pay a reputable contractor to demolish and remove unsalvageable debris of the old Tyson Factory to include removing its foundation, footings and slab within four months of both parties' execution of this Agreement." Staff developed a two part solution. First, we advertised the structure itself through GovDeals, an on-line bidding company, in an effort to sell the building for salvage. This produces several benefits: (1) it reduces the overall cost of removing the building; (2) it guarantees the maximum amount of material from the facility will be beneficially diverted from the landfill, either through reuse as-is, reuse for a different purpose, or recycling, meeting the requirement of Resolution 46-13 passed March 5, 2013, which states: "That City Council of the City of Fayetteville, Arkansas hereby requests that the administration ensure at least 75% of non-hazardous demolition waste from the former Mexican Original factory be recycled or otherwise diverted from the landfill as per LEED-NC MR c2.2." Second, supported by Garver Engineers, we are developing plans to solicit bids for a contractor remove the slab and foundation and grind all concrete, masonry, and asphalt material.

## **DISCUSSION**

The GovDeals bid closed Wednesday, March 20<sup>th</sup> at 2:00 p.m. central time. Five organizations bid on the building, with AR Rahim Metal Trading out of Dallas, Texas being the winning bidder. Per the specifications of that bid, the contractor shall:

- remove the structure to within 6" of the slab within 90 days from issuance of the notice to proceed;
- leave all masonry and concrete on site for grinding by a follow-on contractor, and
- provide documentation of the disposition of all material from the structure.

Staff can negotiate with the bidder after the contract is awarded regarding repurposing of specific items of the structure.

AR Rahim Metal Trading shall pay GovDeals a total of \$91,026 for the purchase of the building, with the City receiving a net revenue of approximately \$84,199.05. Seller Premium Fees of \$6,826.95 will be withheld from the total amount by GovDeals.

## **BUDGET IMPACT**

The City will receive net proceeds of \$84,199.05 that will be placed in Building Maintenance capital funding.

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

A RESOLUTION APPROVING A CONTRACT WITH AR RAHIM METAL TRADING, INC. IN THE NET AMOUNT OF \$84,199.05 FOR THE SALE AND REMOVAL OF THE TYSON BUILDING ON HUNTSVILLE ROAD

**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 approves a contract with AR Rahim Metal Trading, Inc. in the net amount of \$84,199.05 for the sale and removal of the Tyson Building on Huntsville Road. A copy of the contract is attached and incorporated into this Resolution as Exhibit "A".

**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:** Sale 13-256, Industrial Building - Salvage & Scrap Material

**Buyer:** AR Rahim Metal Trading Inc.

**Term:** Single Project

**Address of Building Sold:** 1851 E. Huntsville Road, Fayetteville, AR 72701



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

1. **AR Rahim Metal Trading, 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 per **Sale 13-256** as stated in **Sale 13-256**, and in accordance with specifications attached hereto and made a part hereof under **Sale 13-256**, all included herein as if spelled out word for word.
2. **AR Rahim Metal Trading, Inc.** understands and agrees no real estate or land is part of this contract.
3. All property removal and site clean up shall be completed within 90 calendar days of receiving Notice to Proceed from the City of Fayetteville, AR.
4. Completion of this contract includes but is not limited to demolition, removal of all equipment and materials; clean up of all required debris, and piling all concrete materials on site in a designated location.
5. **AR Rahim Metal Trading, Inc.** shall pay the following based auction titled **Sale 13-256** through GovDeals, Inc.
  - a. **AR Rahim Metal Trading, Inc.** shall pay GovDeals, Inc. a total of **\$95,577.30** for the purchase of this asset. Total money paid by **AR Rahim Metal Trading, Inc.** is allocated as:
    - i. \$91,026 for the purchased asset
    - ii. \$4,551.30 for Buyer's Premium Fees, paid to GovDeals, Inc. directly.
6. The Contract documents which comprise the contract between the City of Fayetteville and **AR Rahim Metal Trading, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
  - a. Appendix A:
    - i. Sale 13-256: Auction Information from GovDeals, Inc.: Live Auction View
    - ii. Sale 13-256: Auction Information from GovDeals, Inc.: Bid History
    - iii. Sale 13-256: Auction Information from GovDeals, Inc.: Seller's Certificate
    - iv. Sale 13-256: Structure Layout
    - v. Sale 13-256: Aerial Photographs, 2 total
    - vi. Sale 13-256: Terms and Conditions, Addendum 1 (amending Terms and Conditions)

- vii. Sale 13-256: Terms and Conditions
- viii. Sale 13-256: Bid Deposit Information

7. These Contract documents constitute the entire agreement between the City of Fayetteville and **AR Rahim Metal Trading, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **AR Rahim Metal Trading, Inc.**
8. **AR Rahim Metal Trading, Inc.** shall not assign its duties under the terms of this agreement without prior express written consent by the City of Fayetteville.
9. **AR Rahim Metal Trading, 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 **AR Rahim Metal Trading, 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.
10. **AR Rahim Metal Trading, Inc.** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that the company carries the insurance listed in original auction 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, **AR Rahim Metal Trading, 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. The premiums for all insurance and the bond required herein shall be paid by **AR Rahim Metal Trading, Inc.**
11. **AR Rahim Metal Trading, Inc.** shall furnish proof of licensure as required by all local and state agencies.
12. Liens against construction projects: **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 **AR Rahim Metal Trading, Inc.** promises to provide a performance bond in a sum equal to **\$250,000.** **AR Rahim Metal Trading, Inc.** shall 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.
13. 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.
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.

**AR RAHIM METAL TRADING, INC.**

**CITY OF FAYETTEVILLE, ARKANSAS**

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

\_\_\_\_\_  
**LIONELD JORDAN, Mayor**

\_\_\_\_\_  
**Printed Buyer Name & Title**

ATTEST:

ATTEST:

\_\_\_\_\_  
**Company Secretary**

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

\_\_\_\_\_  
Business Address

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

\_\_\_\_\_  
City, State & Zip Code

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

# City of Fayetteville, AR And Rahim Metal Trading, Inc.

## Sale 13-252 Appendix A

1. Sale 13-256: Auction Information from GovDeals, Inc.: Live Auction View
2. Sale 13-256: Auction Information from GovDeals, Inc.: Bid History
3. Sale 13-256: Auction Information from GovDeals, Inc.: Seller's Certificate
4. Sale 13-256: Structure Layout
5. Sale 13-256: Aerial Photographs, 2 total
6. Sale 13-256: Terms and Conditions, Addendum 1 (amending original Terms & Conditions)
7. Sale 13-256: Terms and Conditions
8. Sale 13-256: Bid Deposit Information



March 20, 2013, 02:50 PM ET P18

Like 1

## Sale 13-256, Industrial Building - Salvage & Scrap Material ~TIME EXTENSION



[More media](#)

Restriction: Fayetteville Bid Deposit Required

Title Restriction	Condition	Category	Inventory ID
No	See Description	<a href="#">Buildings</a>	13-256, Tyson Bldg/Equip

Auction Ends:	3/20/13 3:00 PM ET
Remaining:	9 Mins 33 Secs
<a href="#">Refresh Bid &amp; Time</a>	
Buyer's Premium:	5.00%
Starting Bid:	\$500.00
Bids:	17
High Bidder:	R**I
Current Bid:	\$1,300.00
Bid Increment:	\$25.00
Minimum Bid:	\$1,325.00
<a href="#">Terms and Conditions</a>	

7,766 visitors

PLEASE NOTE TIME EXTENSION FOR REMOVAL, AS NOTED IN ADDENDUM 1.

A \$10,000 bid deposit is required prior to any bids being placed. See the attached document below for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.

This auction is for an approximately 123,918 sq ft industrial building and remaining equipment for either salvage or scrap materials. Please note that no land is included with this sale. The structure is a modified class "C" & "S" light food manufacturing complex. The buyer shall dismantle/demolish the structure and all equipment on site down to within 6 inches of slab grade. Removal shall be complete within 90 calendar days of receiving notice to proceed from City of Fayetteville.

The exterior framing/walls are steel and concrete block. Interior framing/walls are steel and concrete block skeleton with wood partitioning in the finished office areas. Drywall and paneling wall coverings are in the finished areas, but are heavily damaged. The roof is standing seam metal over a steel frame. Some windows remain and are various fixed glass in metal frames. There are various storefront and metal security doors in the structure as well as industrial (tractor/trailer delivery) garage doors. The ceilings are dropped acoustic in the finished areas and open frame in the production and storage areas.

The property contains various industrial equipment and miscellaneous structures including, but not limited to storage silos, catwalks, sprinkler system, industrial size walk-in coolers, other refrigeration equipment, HVAC units and evaporation coils.

The building has been vacant for several years, and the operable condition of the equipment is unknown. There is not currently power to this facility. Most of the copper from this building has been removed. To our knowledge, all hazardous materials have been removed from the building.

The buyer shall leave only the demolished concrete materials for crushing/grinding by others in an area designated on-site by the City of Fayetteville.

The successful bidder will be required to execute a contract and be subject to any other terms and conditions as otherwise agreed to by both parties.

Please see the attached documents for specialized terms and conditions related to this sale.

This site is located at 1851 E Huntsville Rd, Fayetteville, AR 72701.

Only the item described herein is included in the sale regardless of what else is pictured.

Additional Info: [Structure Layout.pdf](#), [Aerial Photographs - Combined.pdf](#), [Terms and Conditions - Auction of Industrial B.pdf](#), [Sale 13-256 Addendum 1 - 03.pdf](#), [Tyson Bldg Environmental Studies PMI Inc.pdf](#), [Tyson Bldg Environmental Studies EEG Group.pdf](#), [City of Fayetteville Bid Deposit Information.pdf](#)

### » Seller Information

[Ask a question](#)



Seller Name: City of Fayetteville, AR [\[view seller's other assets\]](#)  
 Asset Contact: [Joanna Main](#) (Phone: 479-575-8256)  
 Asset Location: 113 W Mountain St  
 Fayetteville, Arkansas 72701  
[Map to this location](#)

### Q Inspection

Bidders are strongly urged to inspect prior to bidding.

Please contact Larry Rennie at 479-575-8360 for viewing or with questions about this building. A pre-bid/walk through inspection will be held Monday, March 11, 2013 at 10AM CST. Each attendee shall sign a liability waiver and release prior entering the facility. Proper footwear and a flashlight are highly recommended.



## \$ Payment



Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, Wire Transfer must be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

All payments will be made between the Buyer and GovDeals, Inc. Payment in full via Wire Transfer is due no later than 5 business days from the time and date of the Buyer's Certificate.

**A \$10,000 bid deposit is required prior to any bids being placed. See the attached document for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.**

**Performance Bond: High bidder will be required to submit a \$250,000 performance bond to the City of Fayetteville within 10 days of the Notice to Award.**

The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.

## ⊕ Removal

Time is of the essence. All property removal and site clean up shall be complete within 90 calendar days of receiving notice to proceed from the City of Fayetteville. There will be no extensions to this deadline. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each day the project is not completed after the 90 calendar day requirement.

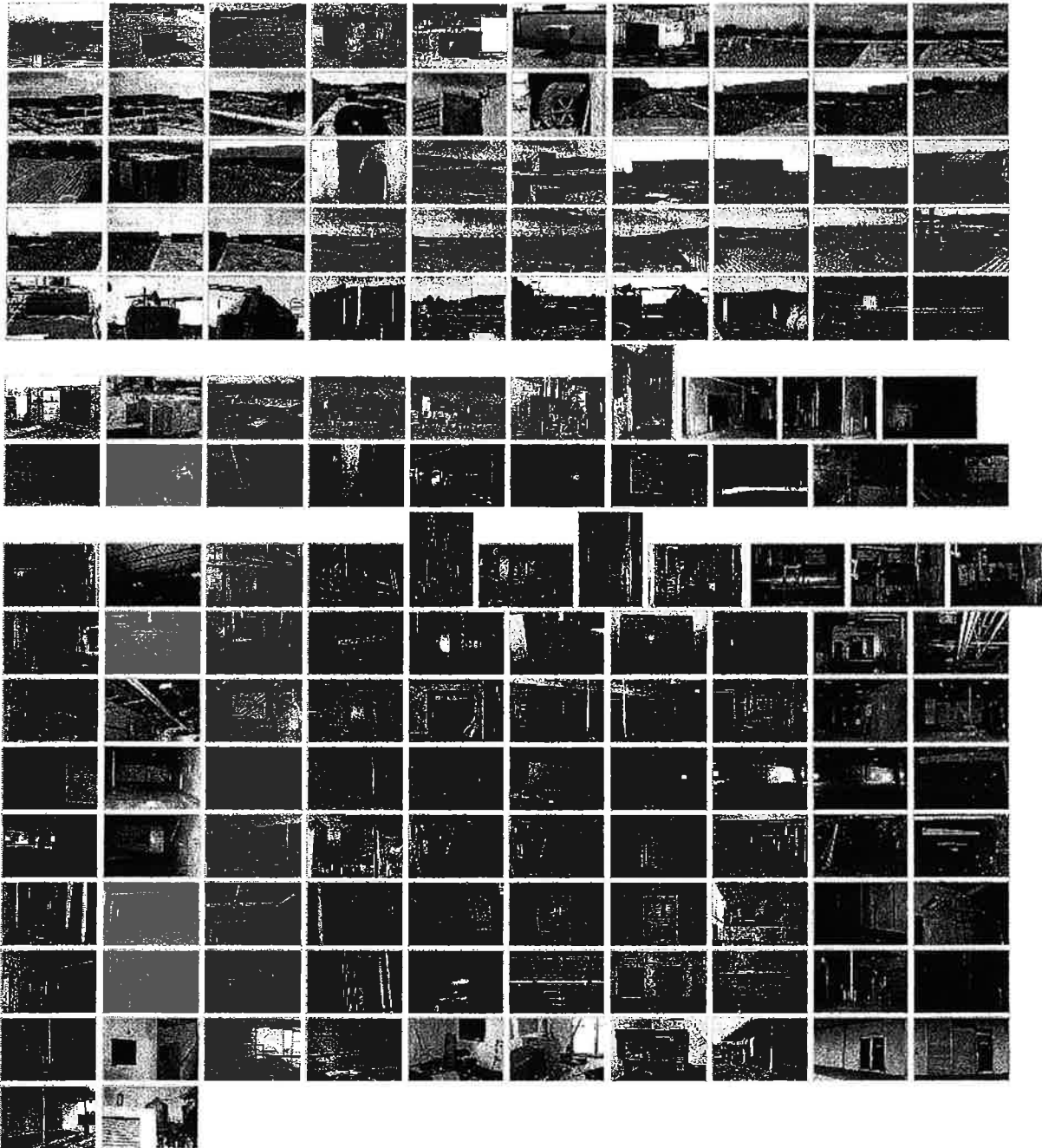
No work shall begin until a notice to proceed has been issued by the City of Fayetteville. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Demolition work may be performed between the hours of 7AM to 7PM Monday-Friday, 8AM to 7PM on Saturday and Noon to 7PM on Sunday only.

The high bidder shall provide all necessary tools and equipment to remove the structure. Any and all OSHA regulations shall be adhered to at all times during the removal process. The high bidder shall provide required insurance as specified in the attached terms and conditions, a signed contract and a performance bond prior to any work being commenced.

ALL SALES ARE FINAL!

## 📷 Media





### 💡 Special Instructions

The City of Fayetteville reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to solicit for new bids, or to proceed to dispose of this property by other means, as may be determined to be in the best interest of the City of Fayetteville.

The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.

Buyer will expressly assume all dangers, risks and hazards regarding the building and equipment removal and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the buyer in removal of the building or equipment.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." City of Fayetteville, AR (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

For any questions regarding the City's processes for removal, payment, or pick up, contact Joanna Main at 479-575-8256.

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED!

**?Questions and Answers** **Ask a question**

Q: Only 30 days? This looks like a 6 month job, at least. You took 264 pictures, at two days removal per picture ( thats fast)that would be 328 days to remove plus handle breakdowns, bad weather, city interference, ect. Can we get this time frame lifted? Cyndi451 (2/21/13 9:52 PM)

A: Due to other contractual obligations, this is a firm time frame. Update 2/28/13: The City is in process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (2/22/13 10:07 AM)

Q: what will happen if the bid winner goes pass the 30 days? (2/25/13 2:57 PM)

A: The removal time has been extended to 90 calendar days. Liquidated damages in the amount of \$500 per day will be assessed after the 90 day requirement. (3/8/13 9:52 AM)

Q: 30 Days is not close for us. Six months maybe? (2/27/13 4:10 PM)

A: The City is in process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (2/28/13 3:13 PM)

Q: will you take a bid bond in the amount of 10,000.00? (2/28/13 10:31 AM)

A: At this time we are only allowing the \$10,000 bid deposit to be made with GovDeals prior to bidding. (3/4/13 4:10 PM)

Q: Can we get more time, it is hard to finish in 30 Days? (2/28/13 2:49 PM)

A: The City is in process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (2/28/13 3:14 PM)

Q: Does the city require a demolition permit (3/1/13 3:51 AM)

A: Yes, a demolition permit will be required through the City of Fayetteville Development Services. The fee for the permit will be waived. The permit must be pulled by an individual or company holding a contractor's license through the State of Arkansas. For more detailed information concerning the permit process, you may contact Building Safety in Development Services by calling 479-575-8233. (3/1/13 10:06 AM)

Q: The time frame of 30 days is not an issue for the demolition, as long as its not including the time it takes to get the permit, bonding requirements and mobilization. It separates the good contractors from the bad. Can you change the 30 days to be from the actual start date of the demolition? (3/4/13 8:15 AM)

A: The current schedule is set so that the auction is closing on 3/20/13 and the contract is to go before our City Council for approval on the evening of 4/2/13. The successful bidder will be issued a notice of award and will have 10 days to provide required documentaion to the City. The demolition permit may be pulled with the City using the notice of award. Once we have the required documentation on file, a notice to proceed will be issued. The time to complete the removal is based from the notice to proceed date. At thie time, the City is in the process of negotiating a time extension for this project. Any changes will be posted to the auction listing as soon as possible. UPDATE 3/7/13: The removal time has been extended to 90 calendar days. (3/4/13 4:31 PM)

Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.  
Contact us with any questions, comments or concerns.  
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**Liquidity Services Inc.**

**Government Liquidation**  
A LIQUIDITY SERVICES MARKETPLACE



**Liquidation.com**  
A LIQUIDITY SERVICES MARKETPLACE

**Network International**  
A LIQUIDITY SERVICES MARKETPLACE

**TruckCenter.com**  
A LIQUIDITY SERVICES MARKETPLACE

**GoIndustry DoveBid**  
A LIQUIDITY SERVICES MARKETPLACE



	<b>City of Fayetteville, AR</b> timeout in 58:43 <b>Joanna Main</b> <a href="#">Log Out</a>	Site consultant <b>OFFLINE</b> LEAVE YOUR MESSAGE 																																																						
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<b>Bid history for Sale 13-256, Industrial Building - Salvage &amp; Scrap Material ~TIME EXTENSION</b> <b>Auction Start Date: 02/20/2013 6:02 PM</b> <b>Auction End Date: 03/20/2013 3:00 PM</b> <b>Asset ID: 256</b>																																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:45%;">Userid</th> <th style="width:30%;">Bid Date/Time</th> <th style="width:25%;">Bid Amount</th> </tr> </thead> <tbody> <tr><td>arcinc</td><td>03/20/2013 2:59:45 PM</td><td>\$91,026.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:45 PM</td><td>\$91,001.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:26 PM</td><td>\$15,025.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:59:26 PM</td><td>\$15,000.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:17 PM</td><td>\$10,025.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:59:17 PM</td><td>\$10,000.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:59:06 PM</td><td>\$4,775.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:59:06 PM</td><td>\$4,750.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:58:55 PM</td><td>\$4,525.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:58:55 PM</td><td>\$4,500.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:58:46 PM</td><td>\$4,025.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:58:46 PM</td><td>\$4,000.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:58:32 PM</td><td>\$3,525.00</td></tr> <tr><td>J.WANGEN@IDSDEMO.COM</td><td>03/20/2013 2:58:32 PM</td><td>\$3,500.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:57:43 PM</td><td>\$2,625.00</td></tr> <tr><td>brucef</td><td>03/20/2013 2:57:43 PM</td><td>\$2,600.00</td></tr> <tr><td>RMCI</td><td>03/20/2013 2:56:46 PM</td><td>\$1,525.00</td></tr> </tbody> </table>			Userid	Bid Date/Time	Bid Amount	arcinc	03/20/2013 2:59:45 PM	\$91,026.00	RMCI	03/20/2013 2:59:45 PM	\$91,001.00	RMCI	03/20/2013 2:59:26 PM	\$15,025.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:26 PM	\$15,000.00	RMCI	03/20/2013 2:59:17 PM	\$10,025.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:17 PM	\$10,000.00	RMCI	03/20/2013 2:59:06 PM	\$4,775.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:06 PM	\$4,750.00	RMCI	03/20/2013 2:58:55 PM	\$4,525.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:55 PM	\$4,500.00	RMCI	03/20/2013 2:58:46 PM	\$4,025.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:46 PM	\$4,000.00	RMCI	03/20/2013 2:58:32 PM	\$3,525.00	J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:32 PM	\$3,500.00	RMCI	03/20/2013 2:57:43 PM	\$2,625.00	brucef	03/20/2013 2:57:43 PM	\$2,600.00	RMCI	03/20/2013 2:56:46 PM	\$1,525.00
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RMCI	03/20/2013 2:59:06 PM	\$4,775.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:59:06 PM	\$4,750.00																																																						
RMCI	03/20/2013 2:58:55 PM	\$4,525.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:55 PM	\$4,500.00																																																						
RMCI	03/20/2013 2:58:46 PM	\$4,025.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:46 PM	\$4,000.00																																																						
RMCI	03/20/2013 2:58:32 PM	\$3,525.00																																																						
J.WANGEN@IDSDEMO.COM	03/20/2013 2:58:32 PM	\$3,500.00																																																						
RMCI	03/20/2013 2:57:43 PM	\$2,625.00																																																						
brucef	03/20/2013 2:57:43 PM	\$2,600.00																																																						
RMCI	03/20/2013 2:56:46 PM	\$1,525.00																																																						

brucef	03/20/2013 2:56:46 PM	\$1,500.00
RMCI	03/20/2013 2:39:08 PM	\$1,300.00
arcinc	03/20/2013 2:34:58 PM	\$1,275.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:49:51 PM	\$1,250.00
brucef	03/20/2013 1:49:51 PM	\$1,200.00
brucef	03/20/2013 1:49:37 PM	\$1,125.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:49:37 PM	\$1,100.00
brucef	03/20/2013 1:49:20 PM	\$975.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:49:20 PM	\$950.00
brucef	03/20/2013 1:48:59 PM	\$875.00
J.WANGEN@IDSDEMO.COM	03/20/2013 1:48:59 PM	\$850.00
brucef	03/20/2013 1:35:57 PM	\$775.00
J.WANGEN@IDSDEMO.COM	03/20/2013 11:28:02 AM	\$750.00
lolaw	03/20/2013 11:28:02 AM	\$600.00
lolaw	03/19/2013 8:35:42 PM	\$565.00
arcinc	03/19/2013 8:35:08 PM	\$540.00
lolaw	03/19/2013 8:35:08 PM	\$525.00
arcinc	03/18/2013 1:50:58 PM	\$500.00

For Support, contact your CSR: [Buck Pelfrey \(423-260-7428\)](#) or call 800-613-0156 from 9 am - 6 pm ET or [email Support](#). [Site Map](#)

Acct ID: 3249 - P13


[Print](#) - [Close](#)

GovDeals Seller's Certificate: 256-0320131500-3249

Congratulations, City of Fayetteville, AR has sold another item on the GovDeals Auction Services.

BUYER (#77401)	
Name:	mohamed azam
Company:	Ar rahim metal trading Inc
Title To:	mohamed azam
Phone:	972-325-1574
Fax:	972-483-4737
Email:	arcinc711@gmail.com
Address:	4653 Wyoming St 4653 Wyoming Street Dallas, TX 75211-7843

SELLER (#3249)	
Agency:	City of Fayetteville, AR
Contact:	Joanna Main
Phone:	479-575-8256
Email:	jmain@ci.fayetteville.ar.us
Address:	113 W Mountain St. Room 306 Fayetteville, AR 72701

ITEM INFORMATION FOR ASSET ID: 256			
Item:	<a href="#">Sale 13-256, Industrial Building - Salvage &amp; Scrap Material ~TIME EXTENSION</a>		
Pick Up Location:	<a href="#">113 W Mountain St, Fayetteville, AR 72701</a>		
Inventory ID:	13-256, Tyson Bldg/Equip	Account ID:	3249
Condition:	See Description	Quantity:	1 each
Make/Brand:	Not Provided	Model:	Not Provided
VIN/Serial:	Not Provided	Model Year:	Not Provided
Meter:	0 (Accurate?: )	Title Restrictions:	No

Date	Item		Amount
03/20/2013 3:00 PM	Sale 13-256, Industrial Building - Salvage & Scrap Material ~TIME EXTENSION		\$91,026.00
	Tax	None	\$0.00
	Buyer's Premium	5.00%	\$4,551.30
		Total	\$95,577.30

<p>Payment Instructions:</p> <p>All payments will be made between the Buyer and GovDeals, Inc. Payment in full via Wire Transfer is due no later than 5 business days from the time and date of the Buyer's Certificate.</p> <p><b>A \$10,000 bid deposit is required prior to any bids being placed. See the attached document for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.</b></p> <p><b>Performance Bond: High bidder will be required to submit a \$250,000 performance bond to the City of Fayetteville within 10 days of the Notice to Award.</b></p> <p>The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.</p>
<p>Removal Instructions:</p> <p>Time is of the essence. All property removal and site clean up shall be complete within 90 calendar days of receiving notice to proceed from the City of Fayetteville. There will be no extensions to this deadline. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each day the project is not completed after the 90 calendar day requirement.</p> <p>No work shall begin until a notice to proceed has been issued by the City of Fayetteville. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Demolition work may be performed between the hours of 7AM to 7PM Monday-Friday, 8AM to 7PM on Saturday and Noon to 7PM on Sunday only.</p> <p>The high bidder shall provide all necessary tools and equipment to remove the structure. Any and all OSHA regulations shall be adhered to at all times during the removal process. The high bidder shall provide required insurance as specified in the attached terms and conditions, a signed contract and a performance bond prior to any work being commenced.</p> <p><b>ALL SALES ARE FINAL!</b></p>
<p>Special Instructions:</p> <p>The City of Fayetteville reserves the right to reject any or all bids, to waiver informalities or irregularities in any bid, to solicit for new bids, or to proceed to dispose of this property by other means, as may be determined to be in the best interest of the City of Fayetteville.</p> <p>The resulting contract for this bid must be approved by the City of Fayetteville Council before notice to proceed will be issued.</p> <p>Buyer will expressly assume all dangers, risks and hazards regarding the building and equipment removal and shall release, protect, indemnify and hold harmless the City of Fayetteville, it's agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or</p>

occurrence arising out of or in any way resulting from the actions of the buyer in removal of the building or equipment.

Guaranty Waiver: All property is offered for sale "AS IS, WHERE IS." City of Fayetteville, AR (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

For any questions regarding the City's processes for removal, payment, or pick up, contact Joanna Main at 479-575-8256.

If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with GovDeals WILL BE LOCKED!

Description:

**PLEASE NOTE TIME EXTENSION FOR REMOVAL, AS NOTED IN ADDENDUM 1.**

**A \$10,000 bid deposit is required prior to any bids being placed. See the attached document below for the instructions on how to make the deposit. Once the deposit is received, your bidder's account will be opened to bidding on this asset.**

This auction is for an approximately 123,918 sq ft industrial building and remaining equipment for either salvage or scrap materials. Please note that no land is included with this sale. The structure is a modified class "C" & "S" light food manufacturing complex. The buyer shall dismantle/demolish the structure and all equipment on site down to within 6 inches of slab grade. **Removal shall be complete within 90 calendar days of receiving notice to proceed from City of Fayetteville.**

The exterior framing/walls are steel and concrete block. Interior framing/walls are steel and concrete block skeleton with wood partitioning in the finished office areas. Drywall and paneling wall coverings are in the finished areas, but are heavily damaged. The roof is standing seam metal over a steel frame. Some windows remain and are various fixed glass in metal frames. There are various storefront and metal security doors in the structure as well as industrial (tractor/trailer delivery) garage doors. The ceilings are dropped acoustic in the finished areas and open frame in the production and storage areas.

The property contains various industrial equipment and miscellaneous structures including, but not limited to storage silos, catwalks, sprinkler system, industrial size walk-in coolers, other refrigeration equipment, HVAC units and evaporation coils.

The building has been vacant for several years, and the operable condition of the equipment is unknown. There is not currently power to this facility. Most of the copper from this building has been removed. To our knowledge, all hazardous materials have been removed from the building.

The buyer shall leave only the demolished concrete materials for crushing/grinding by others in an area designated on-site by the City of Fayetteville.

The successful bidder will be required to execute a contract and be subject to any other terms and conditions as otherwise agreed to by both parties.

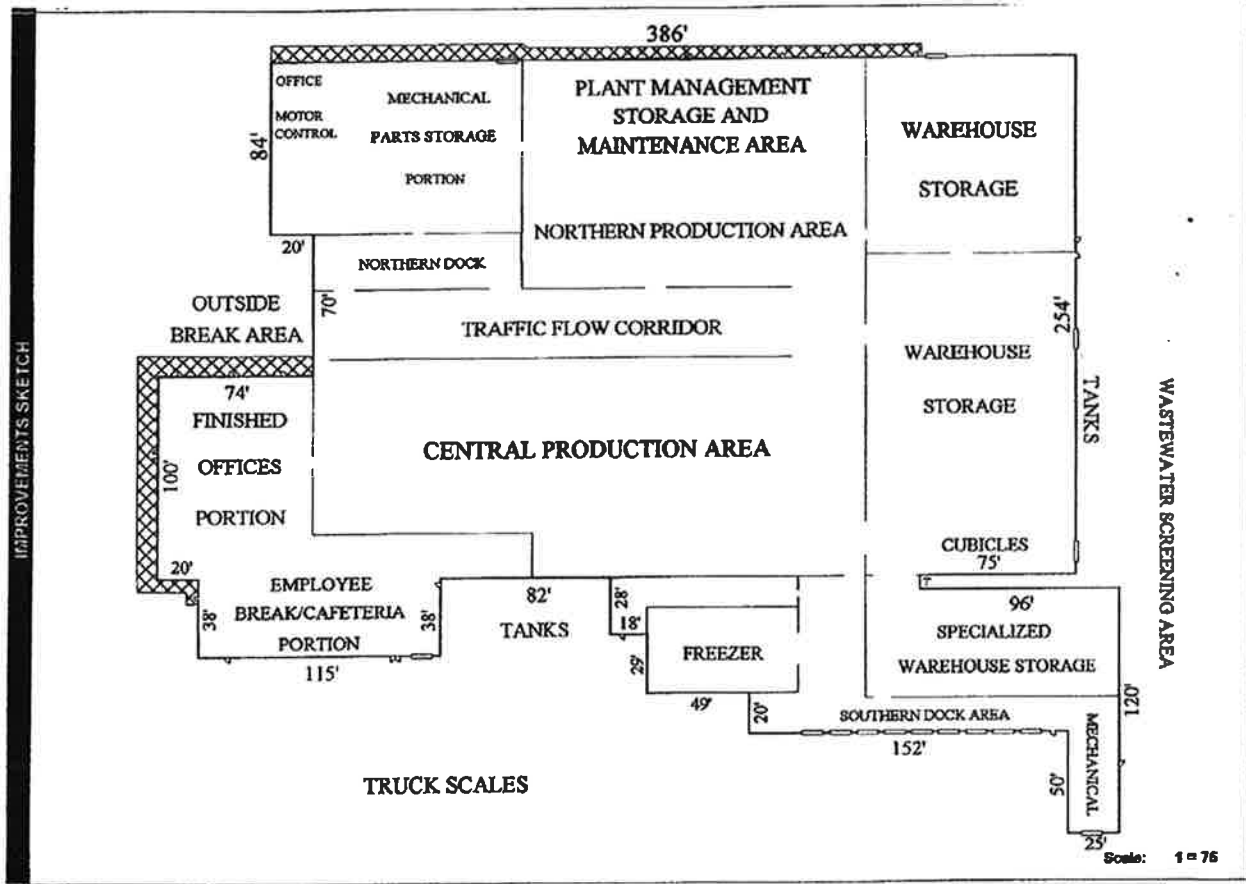
Please see the attached documents for specialized terms and conditions related to this sale.

This site is located at 1851 E Huntsville Rd, Fayetteville, AR 72701.

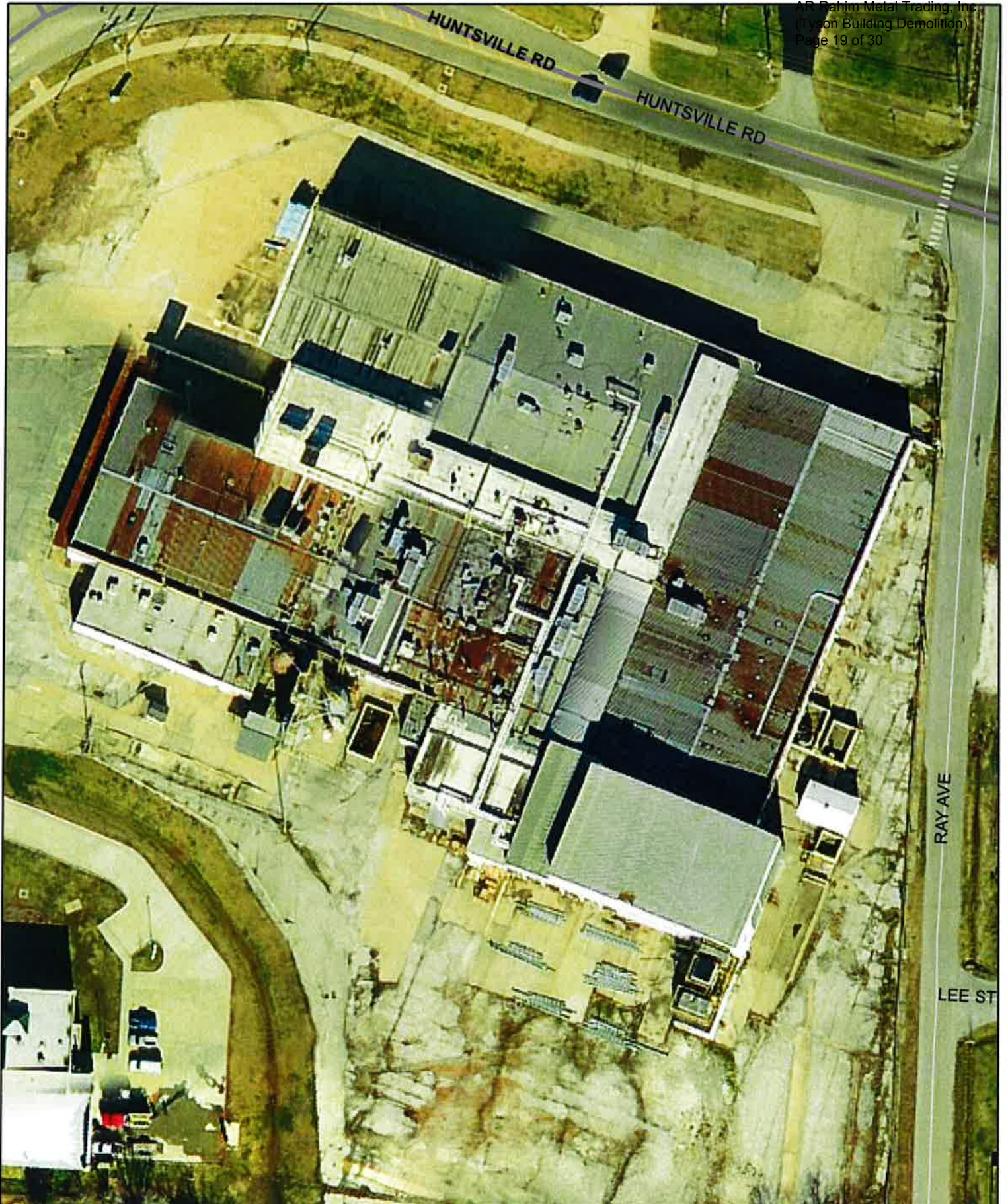


Only the item described herein is included in the sale regardless of what else is pictured.

**Building Sketch – Original Plant Layout**  
**(referenced in photos)**



AREA CALCULATIONS SUMMARY				BUILDING AREA BREAKDOWN	
Code	Description	Size	Net Totals	Breakdown	Subtotals
GBA1	PLANT FOOTPRINT	123918.00	123918.00	38.0 x 115.0	4370.00
P/P	NORTH COVERED WALK	2114.00		70.0 x 177.0	12390.00
	WEST COVERED ENTRY	2056.00	4170.00	49.0 x 50.0	2450.00
				25.0 x 50.0	1250.00
				18.0 x 21.0	378.00
				7.0 x 148.0	1036.00
				254.0 x 366.0	92964.00
				74.0 x 100.0	7400.00
				20.0 x 84.0	1680.00
TOTAL BUILDING (rounded)			123918	9 Calculations Total (rounded) 123918	





# Sale 13-256, Addendum 1



**Date:** Friday, March 08, 2013

**To:** All Prospective Bidders

**From:** Joanna Main, CPPB – 479-575-8256 – [jmain@ci.fayetteville.ar.us](mailto:jmain@ci.fayetteville.ar.us)

**RE:** Sale 13-256, Industrial Building – Salvage & Scrap Materials

This addendum is hereby made a part of the terms and conditions to the same extent as though it were originally included therein.

- **Sale 13-256 has the following modifications and clarifications listed below:**
  - 1.) All property removal and site clean up shall be complete within 90 calendar days of receiving Notice to Proceed from the City of Fayetteville.
    - a. Liquidated damages in the amount of \$500 per calendar day shall be assessed for each day the project is not completed after the 90 calendar day requirement.
  - 2.) Any rented or leased dumpster(s) required for job completion shall be obtained through the City of Fayetteville Solid Waste Division Drop Box Program. For more information please call Commercial Services at 479-575-8397.
  - 3.) “Call Before You Dig” State Law:
    - a. State Laws passed requiring notification and marking of underground items before digging on a construction project using mechanized equipment or hand tools are a requirement of this project. Failure to not do so can result in penalties. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to obtain a full understanding of and comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to be performed. The phone number for Arkansas One Call is 1-800-482-8998.
  - 4.) Copies of the environmental site assessment and the asbestos removal reports are now included with the sale documents. These reports are for informational purposes only. To our knowledge, all hazardous materials have been removed from the building.
  - 5.) All reinforcing metal and other non-grindable material must be removed and recycled and/or properly disposed of by the contractor.
  - 6.) All materials disposition shall be documented in compliance with LEED-NC MRc2.2. Documentation shall be provided to the City of Fayetteville. The expectation is that at least 75% of the non-hazardous demolition waste from this site can be reused, repurposed, recycled or otherwise diverted from the landfill.

## ONLINE AUCTION

*Sale of Industrial Building  
for Salvage & Scrap Materials*

## TERMS AND CONDITIONS



**On-site inspection: Monday, March 11, 2013  
at 10:00 AM, local time**

**1851 E. Huntsville Road,  
Fayetteville, AR 72701**

Posted online: 02/20/2013  
In coordination with [GovDeals.com](http://www.govdeals.com)

**Direct Link to Auction:**

<http://www.govdeals.com/index.cfm?fa=Main.Item&itemid=256&acctid=3249>

**OR**

[www.govdeals.com](http://www.govdeals.com), search by location, enter zip code 72701,  
select City of Fayetteville, AR

# TERMS AND CONDITIONS ONLINE AUCTION

## Sale of Industrial Building located at 1851 E. Huntsville Rd., Fayetteville, AR

### 1.0 Background

- 1.1 The City of Fayetteville is auctioning a currently owned industrial building to the highest bidder. This sale does NOT include any real estate or land. This auction is ONLY for the actual building and its components.
- 1.2 This online auction is solely being handled through the City's third party auction partner, GovDeals. All bids shall be handled through the auction website. No bids shall be accepted in any other manner.
- 1.3 This building is currently unoccupied and is owned by the City of Fayetteville, Arkansas.
- 1.4 This building was a former Tyson Mexican Original production facility.

### 2.0 General Building Information

- 2.1 Address: 1851 S. Huntsville Rd., Fayetteville, Arkansas 72701
- 2.2 Approximate square footage is 123,918
- 2.3 This auction is for an industrial building and remaining equipment for either salvage or scrap materials. The structure is a modified class "C" & "S" light food manufacturing complex.
- 2.4 Exterior framing/walls are steel and concrete block.
- 2.5 Interior framing/walls are steel and concrete block skeleton with wood partitioning in the finished office areas. Drywall and paneling wall coverings are in the finished areas, but are heavily damaged. Some windows remain and are various size fixed glass in metal frames. There are various storefront and metal security doors and industrial (tractor/trailer delivery) garage doors in the structure.
- 2.6 The roof is standing seam metal over a steel frame.
- 2.7 The ceilings are dropped acoustic in the finished areas and open frame in the production and storage areas.
- 2.8 The property contains various industrial equipment and miscellaneous structures including, but not limited to storage silos, catwalks, sprinkler system, industrial size walk-in coolers, other refrigeration equipment, HVAC units and evaporation coils.
- 2.9 The building has been vacant for several years, and the operable condition of the equipment is unknown. There is not currently power to this facility. Most of the copper from this building has been removed. To our knowledge, all hazardous materials have been removed from the building.

### 3.0 Inspection

- 3.1 Bidders are strongly urged to inspect prior to bidding.

- 3.2 There will be an on-site inspection held on Monday, March 11, 2013 at 10:00 AM, local time. This inspection is non-mandatory; however, all interested parties are strongly encouraged to attend.
- 3.3 Please contact Larry Rennie at 479-575-8360 for viewing or with questions about this building.
- 3.4 Each attendee shall sign a liability waiver and release prior entering the facility.
- 3.5 Proper footwear and a flashlight are highly recommended.
- 3.6 Site inspection prior to bid is strongly encouraged although not required; however, conditions discovered after the close of the auction that should have been reasonably found on site inspection shall not be grounds for a change in the bid price.

#### 4.0 Licensing and Permit Requirements

- 4.1 Demolition work shall be performed by a contractor licensed by the State of Arkansas. Please be aware: Buyer of the auction does NOT have to be a contractor licensed in the State of Arkansas; however, must subcontract with a company holding such license. Any subcontractors must be brought to the attention of the City of Fayetteville prior to contract award.
- 4.2 The State of Arkansas has reciprocity with several states for obtaining a license through the State of Arkansas Contractor's Licensing Board. To inquire about obtaining an Arkansas State Contractor's License, contact the Arkansas Contractors Licensing Board at <http://aclb.arkansas.gov> or (501) 372-4661.
- 4.3 Demolition permit will be required through the City of Fayetteville Development Services. The fee for this permit will be waived. **This permit must be pulled by a company holding a contractor's license through the State of Arkansas.**
  - 4.3.1 An asbestos report is required to pull the demolition permit and will be provided by the City of Fayetteville.

#### 5.0 Deposit Requirements

- 5.1 All bids for this auction require a deposit in the amount of \$10,000 via wire transfer to GovDeals. Once the deposit is received, the bidder's account will be enabled to bid on this asset/auction.
- 5.2 Problems or questions regarding the deposit can be directed to GovDeals Accounting Department at 1-800-613-0156 (extension 4) or [accounting@govdeals.com](mailto:accounting@govdeals.com).
- 5.3 Deposits from non-winning bidders will be returned within 5 (five) days after the close of auction from GovDeals. If applicable, any remaining deposit from the awarded bidder will be returned from GovDeals after the City has received the required performance bond.
- 5.4 Deposit Instructions:

Name of Bank: Bank of America  
Bank Address: 103 West 33rd St New York, NY 10001  
Beneficiary: Liquidity Services, Inc  
Name of Account: GovDeals Inc GD FSS  
ABA Routing Number: 026009593



Account Number: 226004433923  
Reference: Fayetteville Bid Deposit

## **6.0 Payment**

- 6.1 All payments shall be made between the Buyer and GovDeals, Inc.
- 6.2 Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, Wire Transfer shall be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.
- 6.3 In the event highest bid is less than initial deposit amount of \$10,000, the difference in the final auction price (plus any applicable fees) and initial deposit will be refunded.

## **7.0 Performance Bond Requirements (required after close of auction)**

- 7.1 High bidder shall submit a \$250,000 performance bond guaranteeing completion of the project to the City of Fayetteville within 10 days of the Notice to Award following approval from the City Council meeting to be held on Tuesday, April 02, 2013. Once a valid performance bond is provided to the City, the remaining deposit, if any, will be refunded to the Buyer.
- 7.2 Completion of the project includes but is not limited to demolition, removal of all equipment and materials; clean up of all required debris, and piling all concrete materials on site in a designated location.

## **8.0 Insurance Requirements (required after close of auction)**

- 8.1 The successful Buyer and any subcontractor shall provide a Certificate of Insurance in accordance with specifications listed below prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.
- 8.2 Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor 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.
- 8.3 Insurance requirements to be maintained throughout the contract (for Buyer and any subcontractor(s) include:
  - 8.3.1 Certificate of insurance showing proof of General liability insurance in an minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate
  - 8.3.2 Auto liability in an amount of at least \$500,000
  - 8.3.3 Workers compensation as required by state statute

## **9.0 Removal Requirements**

- 9.1 Time is of the essence. All property removal and site clean up shall be complete within 30 calendar days of receiving Notice to Proceed from the City of Fayetteville. There will be no

extensions to this deadline.

- 9.2 Buyer is responsible for demolition and removal of the structure and all aboveground debris to within 6 inches of slab grade. This will include, but shall not be limited to, removal of all building-related materials, roofs, walls and building contents and any other invisible features apparent to or suspected by Buyer.
- 9.3 The City of Fayetteville strongly encourages the buyer to recycle and salvage as much building material as possible during this process. All concrete materials shall be left on site in an area designated by the City of Fayetteville. All other material shall become the property of the Buyer and shall be removed promptly.
- 9.4 The Buyer is responsible for rigging, loading, securing and transporting, including all costs and risks associated with removal.
- 9.5 No work shall begin until a notice to proceed has been issued by the City of Fayetteville. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property.
- 9.6 Demolition work may be performed between the hours of 7AM to 7PM Monday-Friday, 8AM to 7PM on Saturday and Noon to 7PM on Sunday only.
- 9.7 Actual slab/foundation will be removed by others and is not included in this auction.
- 9.8 Buyer shall leave only the demolished concrete materials for crushing/grinding by others in a single contained area designated on-site by the City of Fayetteville.
- 9.9 The high bidder shall provide all necessary tools and equipment to remove the structure down as specified. Any and all OSHA regulations shall be adhered to at all times during the removal process. The high bidder shall provide required insurance as specified, a signed contract and a performance bond prior to any work being commenced.
- 9.10 The site shall be secured at all times to prevent public from entering structure until dismantling activities are completed.
- 9.11 Buyer shall be responsible for any and all damages to neighboring properties, streets and sidewalks not included with this sale.
- 9.12 The use of fire or explosives is strictly prohibited.

#### **10.0 Special Conditions**

- 10.1 All sales are final.
- 10.2 Only the item described herein is included in the sale regardless of what else is pictured. The existing traffic poles on the south side of the building are the property of the City of Fayetteville are not included in the sale, and will be removed prior to issuance of the notice to proceed.
- 10.3 Buyer and any subcontractor(s) shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
- 10.4 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.

- 10.5 Buyer and any subcontractor(s) shall adhere to all federal, state, and local laws, including but not limited to OSHA requirements.
- 10.6 All expenses involved with the preparation and submission of bids, 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.
- 10.7 Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.
- 10.8 The successful bidder 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.
- 10.9 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.
- 10.10 The City of Fayetteville encourages its bidders to use recycled products and methods in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.
- 10.11 Any uncertainties shall be brought to the attention of the City of Fayetteville Purchasing Department immediately via telephone (479.575.8256) or e-mail ([purchasing@ci.fayetteville.ar.us](mailto:purchasing@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.
- 10.12 Buyer will expressly assume all dangers, risks and hazards regarding the building and equipment removal and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the buyer in the removal of the building or equipment.
- 10.13 The buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential or otherwise.
- 10.14 The City of Fayetteville reserves the right to reject any or all bids, to waive informalities or irregularities in any bid, to solicit for new bids or to proceed to dispose of this property by other means, as may be determined to be in the best interest of the City.
- 10.15 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.

- 10.16 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.

#### **11.0 Subcontracting**

- 11.1 The Buyer 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 prior to signing of contract.

#### **12.0 Execution of Agreement**

- 12.1 The successful buyer will be required to execute a contract, composed of this packet and final auction details, and be subject to any other terms and conditions as otherwise agreed to by both parties.
- 12.2 Upon signing the agreement, Buyer agrees he/she has read and agrees to the requirements set forth in this auction, including specifications, terms, standard conditions, and any pertinent information regarding the articles being purchased. The Buyer shall comply with all specifications and requirements for delivery, documentation and support as specified herein.
- 12.3 The resulting agreement/contract for this bid shall be approved by the City of Fayetteville Council before notice to proceed will be issued.

#### **13.0 Attachments to this Package**

- 13.1 Information posted with this auction at [www.govdeals.com](http://www.govdeals.com).
- 13.2 Additional attachments on the auction page and hereby included with this packet:
- 13.2.1 Structure Layout
  - 13.2.2 Deposit Information
  - 13.2.3 Aerial Photographs

**City of Fayetteville Bid Deposit Instructions**

Below is the information for making the wire transfer to GovDeals for the Bid Deposit. A \$10,000 Bid deposit is required to bid on this property.

Name of Bank: Bank of America  
Bank Address: 103 West 33rd St New York, NY 10001  
Beneficiary: Liquidity Services, Inc  
Name of Account: GovDeals Inc GD FSS  
ABA Routing Number: 026009593  
Account Number: 226004433923  
Reference: Fayetteville Bid Deposit

Please contact GovDeals Accounting at 800-613-0156 x4 or [accounting@govdeals.com](mailto:accounting@govdeals.com) for any questions.

