

City Council Agenda Items
 and
 Contracts, Leases or Agreements

4/16/2013

City Council Meeting Date
 Agenda Items Only

Scott Huddleston

Information Technology

FISD

Submitted By

Division

Department

Action Required:

A resolution approving a contract in the amount of \$44,000 to King Electrical Contractors for the installation of electrical services associated with the server room storm shelter located at the Fayetteville Executive Airport, and approving a project contingency of 10% (\$4,400).

\$ 48,400.00

Cost of this request

\$ 390,887.00

Category / Project Budget

Data Center Relocation
 Program Category / Project Name

4470.9470.5804.00

Account Number

\$ -

Funds Used to Date

Program / Project Category Name

13006.1

Project Number

\$ 390,887.00

Remaining Balance

Capital Improvement Projects
 Fund Name

Budgeted Item

Budget Adjustment Attached

Scott Huddleston
 Department Director

3/28/13
 Date

Previous Ordinance or Resolution # _____

Or Kelly
 City Attorney

4-1-13
 Date

Original Contract Date: _____

Original Contract Number: _____

Paul a. Becher
 Finance and Internal Services Director

4-1-2013
 Date

Received in City Clerk's Office 03-29-13 P01:49 RCVD
King J.

Am Mar
 Chief of Staff

4-1-13
 Date

Received in Mayor's Office
 ENTERED 4/1/13

Lionel Jordan
 Mayor

4/1/13
 Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

Thru: Scott Huddleston, Information Technology Director *SH*

From: David Jurgens, Utilities Director

Date: March 26, 2013

Subject: Data Center Electrical

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.

In March 2013, Heckathorn Construction Company, Inc. was awarded the bid for construction. Pursuant to Bid 10-47, King Electrical Contractors was selected for the installation of electrical services associated with the Server Room Storm Shelter.

RECOMMENDATION:

Staff recommends approving a contract in the amount of \$44,000 to King Electrical Contractors for the installation of electrical services associated with the server room storm shelter located at the Fayetteville Executive Airport, and approving a project contingency of 10% (\$4,400).

BUDGET IMPACT:

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH KING ELECTRICAL CONTRACTORS IN THE AMOUNT OF \$44,000.00, PURSUANT TO BID #10-47 FOR THE INSTALLATION OF ELECTRICAL SERVICES FOR THE COMPUTER SERVER ROOM AT FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD, AND APPROVING A PROJECT CONTINGENCY OF TEN PERCENT (10%)

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 authorizes a contract with King Electrical Contractors in the amount of \$44,000.00, pursuant to Bid #10-47, for the installation of electrical services for the computer server room at Fayetteville Executive Airport-Drake Field, plus a ten percent (10%) project contingency.

PASSED and APPROVED this 16th day of April, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE AR 72701

479-443-0006 FAX 479-443-1719
 Email Chris@ckingelectric.net

PROPOSAL

TO: City of Fayetteville IT Dept Attn: Brad Fulmer	PHONE	DATE 3-26-13
	JOB NAME Server Shelter	
<p>JOB DESCRIPTION Conduit and install for primary power and fiber cables per plans. 400 amp 480volt service to building, transformer and 120/208 volt panel inside building, wiring to generator and A/C units. Wiring to plugs and data equipment. Transformer pad for SWEPCO. Unhook existing generator and transfer switch, and wire them at new building Does not include digging any ditches, moving generator.</p> <p>Contractor's License #0063870413</p>		
PROPOSAL GOOD FOR 30 DAYS	DOLLARS: Base Bid \$44,000.00	
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE A FINANCE CHARGE WILL BE CHARGED ON ALL PAST DUE ACCOUNTS OF .0833% PER MONTH. ALL ATTORNEY FEES WILL BE COLLECTED ON PAST DUE ACCOUNTS.	AUTHORIZED SIGNATURE	
THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.	ACCEPTANCE SIGNATURE	

RESOLUTION NO. 135-10

A RESOLUTION AWARDDING BID #10-47 AND AUTHORIZING A CONTRACT WITH KING ELECTRICAL SERVICES FOR TIME AND MATERIALS RELATED TO MISCELLANEOUS ELECTRICIAN SERVICES

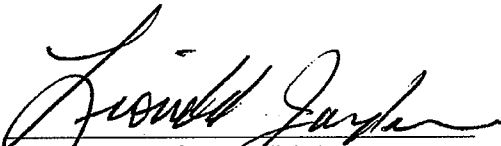
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-47 and authorizes a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

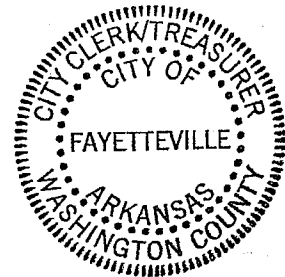
PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

City Council Agenda Items
 and
 Contracts, Leases or Agreements

8/3/2010

City Council Meeting Date
 Agenda Items Only

Peggy Vice
 Submitted By

Purchasing
 Division

Finance & Internal Services
 Department

Action Required:

Award of Bid 10-47 for Miscellaneous Electrical Services to King Electrical Contractors and approval of a time and materials contract.

City Wide as Needed Cost of this request	N/A Category / Project Budget	Miscellaneous Program Category / Project Name
Miscellaneous Account Number	\$ - Funds Used to Date	Miscellaneous Program / Project Category Name
N/A Project Number	\$ - Remaining Balance	Miscellaneous Fund Name

Budgeted Item

Budget Adjustment Attached

Maria Hertweck 7/16/10
 Department Director Date

Previous Ordinance or Resolution # _____

[Signature] 7-19-10
 City Attorney Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Butler 7-19-2010
 Finance and Internal Services Director Date

Received in City Clerk's Office 07-16-10 P03:35 RCVD

[Signature] 7-19-10
 Chief of Staff Date

Received in Mayor's Office
 ENTERED [Signature] 7/19/10

[Signature] 7/19/10
 Mayor Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Paul Becker, Finance & Internal Services Director
From: Peggy Vice, Purchasing Manger *P Vice*
Date: July 16, 2010
Subj: **Electrical Services Contract**

Recommendation

Staff recommends award of Bid 10-47 for Electrical Services and approval of a contract with King Electrical Contractors.

Background

Electrical contracts are bid for a contract period of one year with an automatic option to renew unless cancelled for four additional years. This bid is utilized by all departments on an as needed basis. Electrical projects that are \$20,000 or over require separate Council approval.

Discussion

Bids were received from five vendors. King Electrical Contractors is the lowest bidder. King Electrical Contractors has been the low bidder and awarded the contract for the last two contract terms. They are familiar with the City's buildings, policies and invoice and payment procedures.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #10-47 AND AUTHORIZING A CONTRACT WITH KING ELECTRICAL SERVICES FOR TIME AND MATERIALS RELATED TO MISCELLANEOUS ELECTRICIAN SERVICES

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 #10-47 and authorizes a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

PASSED and APPROVED this 3rd day of August, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville
Bid 10-47, Electrical Contractor
Contract

This contract executed this 3rd day of August, 2010, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and King Electrical Contractors.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. King Electrical Contractors 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 10-47 as stated in King Electrical Contractors bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid # 10-47, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay for completion of each project based on prices indicated in King Electrical Contractors bid proposal. 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 King Electrical Contractors consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 10-47 with the specifications and conditions typed thereon.
 - B. King Electrical Contractors 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 King Electrical Contractors and may be modified only by a duly executed written instrument signed by the City of Fayetteville and King Electrical Contractors.
5. King Electrical Contractors shall not assign its duties under the terms of this agreement.
6. King Electrical Contractors 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 King Electrical Contractors 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. King Electrical Contractors 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,

King Electrical Contractors 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.

1. Workmen's Compensation:
Statutory Amount
2. Comprehensive General & Automobile Insurance
\$500,000 for each accident.
3. Bodily Injury Liability:
\$500,000 for each accident.
4. Property Damage Liability:
\$500,000 aggregate.

The premiums for all insurance required herein shall be paid by King Electrical Contractors.

8. King Electrical Contractors shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or King Electrical Contractors 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 Fayetteville City Council **in advance** of the change in scope, cost or fees.

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Washington County, Arkansas** with **Arkansas law** applying to the case.

13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.

14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.

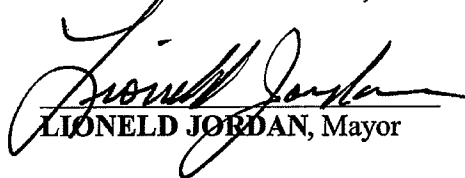
15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place. Regarding the Project and Agreement, the valid and enforceable bonds are with (name of surety).'

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

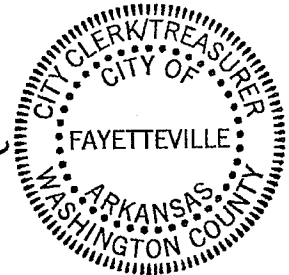
WITNESS OUR HANDS THIS 3rd DAY OF August, 2010.


CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS


LIONELD JORDAN, Mayor

Attest:


Sondra Smith, City Clerk




CONTRACTOR: King Electrical Contractors

BY Chris King President
NAME AND TITLE

ATTEST: COMPANY SECRETARY


BUSINESS ADDRESS

KING ELECTRICAL CONTRACTORS, INC.
2145 W. MOORE LN.
FAYETTEVILLE, AR 72704



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

INVITATION TO BID

INVITATION TO BID: BID 10-47, ELECTRICAL CONTRACTOR
DEADLINE: Thursday, July 15, 2010 at 2:00 PM, Central Standard Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Thursday, June 24 & Thursday, July 1, 2010

INVITATION TO BID
BID 10-47, ELECTRICAL CONTRACTOR

No late bids will be accepted. All bids shall be submitted in sealed envelopes labeled "Bid 10-47, Electrical Contractor" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: King Electrical Contractors
Contact Person: Chris King Title: Owner
E-Mail: Chris@CKingelectric.net Phone: 479-443-0006
Business Address: 2145 W Moore Lane
City: Fayetteville State: Arkansas Zip: 72704
Signature: CK King Date: 7-15-10

City of Fayetteville
Bid 10-47, Electrical Contractor
Technical Specifications

I. NOTICE TO BIDDERS:

Sealed bids will be received at the Office of the Purchasing Division, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701, until **2:00 P.M., CT, on July 15, 2010**, per the attached specifications. This price agreement shall commence upon award of contract and end one (1) year thereafter with the option to renew for an additional four (4) one year periods.

II. INSTRUCTIONS TO BIDDERS:

1.0. QUOTATIONS:

- 1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job.
- 1.2. The bidder shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)
- 1.3. Firm bids are desired. Bids which are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.
- 1.4. Award will be made to the lowest qualified bidder.
- 1.5. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

2.0. RIGHT OF REJECTION:

The City of Fayetteville reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the City of Fayetteville. Furthermore, the City reserves the right to hold the bid of the three (3) lowest bidders for a period of ninety (90) calendar days from and after the time of the bid opening.

3.0. BID SUBMITTAL:

- 3.1. Address all bids to the **Purchasing Division**, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701. The bids shall be enclosed in a sealed envelope, clearly marked "**BID 10-47 Electrical Contractor**".
- 3.2. **ALL BIDS SHALL BE RECEIVED IN THE PURCHASING DIVISION, THIRD FLOOR, CITY HALL ON OR BEFORE THE TIME AND DATE INDICATED ON THE BID DOCUMENT.** The responsibility for submitting bids to the Purchasing Division is solely that of the bidder. The City of Fayetteville will not be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE BIDS WILL NOT BE ACCEPTED.**

- 3.3. The Bidder(s) are to submit their bid on attached FORMS, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders may be sufficient reason for invalidation of the bid.
- 3.4. Bidders are required to provide all requested information. Bid submittals should be submitted in a sealed envelope marked as instructed. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid.
- 3.5. Bid modifications are not allowed. Complete withdrawal or complete exchange of bid is acceptable, if done before scheduled bid opening.

4.0. PUBLIC BID OPENING PROCEDURE:

- 4.1. The purpose of a Public Bid Opening is for a reading of bids received. No award will be made or implied at this time.
- 4.2. Only the following information will be given:
 - a. Vendor name.
 - b. Total price, except when award is made on a unit price basis or grand total for all or none items.
- 4.3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc., can be entered into between any Purchasing personnel and any Vendor during or after the Bid opening until the evaluation has been completed and a recommendation for award has been made. Agents will provide figures recorded for each vendor at bid opening, and/or indicated **apparent low bidder** prior to the receipt of any recommendation.
- 4.4. A copy of the bid tabulation will be available on the Purchasing Division's website upon completion of recommended award.
- 4.6. Vendors who wish to review or request copies of bids upon contract award may do so by making an appointment with Purchasing personnel at 479.575.8220.

5.0. INSURANCE REQUIREMENTS:

Prior to commencing work, the contractor shall procure and maintain at contractor's own cost and expense for the duration of the contract and any extensions the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid prices.

Contractor shall maintain limits no less than:

- 5.1. *Commercial General/Umbrella Liability Insurance* - \$500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premise/Operations
 - b) Products/Completed Operations
 - c) Personal Injury

5.2. *Business Automobile/Umbrella Liability Insurance* - \$500,000 limit per accident for property damage and personal injury.

- a) Owned/Leased Autos
- b) Non-owned Autos
- c) Hired Autos

5.3. ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City.

5.4. ***Other Insurance Provisions***

1) *Commercial General Liability and Automobile Liability Coverages*

a.) The Contractor's insurance coverage shall be primary insurance as respects the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

b.) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.

c.) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) *Workers' Compensation and Employers' Liability and Property Coverages:* The insurer shall agree to waive all rights of subrogation against the City of Fayetteville, member of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement

3) *All Coverages*

a. **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.**

b. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

4) ***Acceptability of Insurers:*** Insurance is to be placed with Arkansas admitted insurers rated B+X or better by *A.M. Best's* rating service.

5) ***Verification of Coverage:*** Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6) ***Subcontractors:*** Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

- 7) ***Defense, Indemnification and Hold Harmless Agreement (Contracts for Services):*** Contractor hereby agrees to indemnify, defend and hold harmless the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers (hereinafter collectively referred to as "City") from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by City, except as otherwise expressly stated herein. Contractor shall not be responsible when such liability arises from the sole negligence of the City. Contractor shall pay City for any costs incurred in enforcing this provision.

6.0. DEFAULT AND TERMINATION OF CONTRACT:

Should the Contractor fail to correct any condition which is in violation of the terms of the contract, within 24 hours after having been notified by the City, then the City may declare this contract in default and terminate.

Continuous failure to comply with the terms of contract or failure to correct problems brought to the attention of the Contractor shall be grounds for the City to terminate the contract.

The City may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the Contractor. The city shall pay all reasonable costs incurred by the contractor up to the date of termination. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

The City of Fayetteville's performance and obligation to pay under "Continuing Price Agreement" contracts is contingent upon an annual appropriation by the City Council.

7.0. QUANTITIES:

The City anticipates purchasing **\$50,000** of services during the contract period. This quantity is approximate and represents the estimated requirement for the contract period.

There is no obligation on the part of the City to purchase more or less than the quantity listed. The City reserves the right to purchase more or less than the quantity listed, depending upon actual requirements during the life of the agreement.

8.0. PAYMENT:

8.1. Prompt Pay Policy

It is the policy of the City of Fayetteville to pay invoices no later than thirty days of receipt.

8.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of Fayetteville may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.0. INQUIRIES:

Please direct any inquiries to Andrea Foren at (479) 575-8220. All telephone conversations are to be considered unofficial responses. Questions, verifying the Bids' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be posted on the website and sent out on the mailing list via addenda.

10.0 EXTENSION OF CONTRACT

This contract may be extended by mutual agreement for a period of four (4), one (1) year periods; automatically, beyond the initial expiration date as set at the beginning of the contract period, unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period. This notice to terminate the contract at the end of the initial one (1) year period shall be given in writing at least 30 days prior to the initial expiration date of the contract.

11.0. INDEMNIFICATION:

- 11.1. The Contractor shall indemnify and hold harmless the City, and their agents and employees from and against all claims, for infringement of any United States Patent, or damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment, as required by the bid documents, including but not limited to claims regarding defects in materials, goods, or equipment, which is caused in whole or in part by any breach of contract, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 11.2. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

12.0. CONTRACTOR QUALIFICATION AND EXPERIENCE:

- 12.1. Bidders are required to furnish evidence that they have past experience in the type of work as outlined in the attached specifications, to include specific experience. A minimum of three (4) references must be submitted with each bid. These references may be used in the evaluation of this bid to determine award.
- 12.2. Contractor shall have a State of Arkansas Contractor's license, with **an emphasis or Class Description for electrical work.**
- 12.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules & Regulations of any kind. Copies of the licenses should be submitted with the bid indicating that the entity bidding the project is properly licensed to perform the activities or work included in the contract documents.

13.0. VENDOR PERFORMANCE EVALUATION:

The successful vendor(s) are subject to have their performance evaluated by the City of Fayetteville. This performance evaluation will be a "Public Record".

14.0. VENDOR GRIEVANCE PROCEDURE:

A notice of intent of bid protest shall be made in writing to the Purchasing Manager within 72 hours (weekends and holidays exempted) after posting of the intended recommendation of award. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should any concerns or discrepancies arise during the bid process, we encourage you to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. A vendor shall not contact Departments/Divisions regarding the vendor complaint.

15.0. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Arkansas. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State or political subdivision or other public entity to bid any or all of these items independently.

16.0 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

17.0 ASSESSMENTS AND TAXES

The Owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvement.

18.0 CONTRACT DOCUMENTS

18.1 Contract Documents will consist of the following parts:

A. Bid Documents:

1. Proposal (as accepted by the Owner)
2. Addenda
3. List of Subcontractors (if applicable)

B. Contract Forms:

1. Contract
2. Contract Bond (required for projects \$20,000+)
3. Insurance Certifications

18.2 The Contract Documents shall be complementary to each other; what is called for by one shall be as binding as if called for by all. The Contractor shall be responsible for providing a complete facility according to the meaning and intent of the Contract Documents, whether all of the items involved under any trade are mentioned in one or several places

19.0 PERMITS

The contractor will be responsible for obtaining any and all required permits. **The City shall be responsible for the cost of any and all permits.**

20.0 COMPLIANCE WITH IMMIGRATION AND NATURALIZATION ACT

The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(e) of the Immigration and Naturalization Act. Such violation shall be cause for immediate cancellation of contracts between said contractor and the city.

21.0. SPECIFICATIONS/SCOPE OF WORK:

General:

The City requires the services of an Electrical Contractor to provide labor, material and equipment to perform repairs/new installations, to various City buildings. The City reserves the right to bid any job. No single job may exceed \$20,000 without City Council approval PRIOR to any work being completed.

The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor must include response time. On Site emergency response time shall be no more than one (1) hour after notification. Regular response time shall be no more than two to three days after contact. Bidder must include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.

All work shall be performed in a good workmanship like manner and shall conform to codes enforced by the City Inspection Division.

The contractor is responsible for requesting inspections before work is covered and requesting a final inspection when work is complete.

The past year electrical award history, which resulted from this contract is as follows:

2006 = \$32,670.64
2007 = \$84,163.83
2008 = \$66,535.89
2009 = \$59,195.78
2010 = \$32,909.58 (through April, 2010)
TOTAL = \$275,475.72

Quotes and Estimates:

With the exception of emergency situations, as deemed by Purchasing, Contractor shall provide the requesting City employee with a quote containing the following information: Contractors name, quote number, date of quote, amount of expected materials to be invoiced, number of expected hours for each discipline of labor (journeyman, etc.) as well as any equipment rental charges.

In the event the Contractor believes the project could come close to \$20,000 he should immediately notify the City employee requesting the work AND Andrea Foren or other Purchasing Division staff.

Invoices:

Invoices or pay requests shall contain details of services performed and number of man hours for each discipline of labor, materials furnished and rental equipment used. Unit prices for each shall be listed. Contractor may be required to furnish material and rental equipment invoices upon request. The City's purchase order number must appear on the invoice unless the invoice is being paid via Visa.

Prices:

Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, etc. Prices quoted must be firm for the term of the contract. Price increases may be negotiated at the beginning of a renewal period based on the most current consumer price index. A formal contract addendum must be approved by City Council to any amendments made to the contract.

Bid and Performance Bond:

A five (5%) percent bid bond shall be submitted with each bid. The bid bond shall be based on the total estimated cost of the bid as indicated on the price proposal document. Upon contract award a 100% performance & payment bond shall be submitted with each individual project totaling \$20,000.00 or more.

Project Supervision:

The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project; he shall have any necessary assistants to complete each project. When any work under this contract is being performed, the Superintendent and necessary assistants shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Major and important directions shall be confirmed in writing to the Contractor, other directions shall be so confirmed upon written request of the Contractor. The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. The Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.

The Contractor shall provide efficient supervision for the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall report at once to the Project Manager any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

City of Fayetteville
Bid 10-47, Electrical Contractor
General Terms and Conditions

1. All interested parties shall return the form titled "Statement of Disclosure" with bid or proposal documents.
2. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment are subject to being deemed incomplete.
3. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
4. Bids received after the date and time set for receiving bids will not be considered.
5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.
6. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
7. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.
8. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.
9. All products delivered shall comply with applicable standards of quality.
10. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.
11. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the furnishing of the items bid. **Sales tax is not to be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.
12. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.
13. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.
14. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
15. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
16. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.
17. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be

received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.

18. Bids must be received by mail or hand delivery in the **Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701**, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**
19. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
20. Items bid must be delivered FOB City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.
21. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at aforen@ci.fayetteville.ar.us.
22. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.
23. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.
24. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide bid packets that provide 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 & documents.**
25. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."
26. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.
27. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**

City of Fayetteville
Bid 10-47, Electrical Contractor
Bid Proposal Form (shall be submitted with bid)

This page becomes an integral part of the proposal submitted

by King Electrical Contractors
(Vendor/Company Name)

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications issued June 24, 2010, prepared by the City of Fayetteville, Purchasing Division, for the time period beginning date of Bid Award and ending twelve months thereafter as per Bid 10-47. Item numbers below refer to the same numbered paragraph of the Instructions to Bidders and the Specifications.

II. INSTRUCTIONS TO BIDDERS:

1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job. YES NO

1.2. Discounts offered: none

1.3. Condition of Bid FIRM? YES NO
SUBJECT TO ESCALATION none
Method of Escalation, if applicable none
BIDS MUST BE FIRM FOR ACCEPTANCE FOR 90 Days
Bid is Firm 90 Days Weeks

1.4. Bidder will accept total bid only? YES NO
(or any portion of bid award) YES NO

3.3. Bidder has submitted an original bid document? YES NO

5.0. Bidder will provide Workman's Compensation Insurance as outlined? YES NO

Bidder will provide General Liability Insurance as outlined? YES NO
Bidder will provide Automobile Coverage as outlined? YES NO

This page becomes an integral part of the proposal submitted

by King Electrical Contractor
(Vendor/Company Name)

11.0. Bidder will indemnify the City of Fayetteville? YES NO

12.0. Bidder has included qualification and experience information as required?
YES NO

18.0. PURCHASES BY OTHER PUBLIC AGENCIES:

Bidder agrees to extend pricing, terms, and conditions to other public agencies
YES NO

21.0 RESPONSE TIME

Bidder agrees to have a person on call for emergencies twenty four hours a day?
YES NO

Bidder agrees to one (1) hour emergency response time?
YES NO

Bidder agrees to two to three day response time for regular calls unless an extension is approved by City project manager?
YES NO

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

ADDENDUM NO. NA DATED _____
ADDENDUM NO. NA DATED _____
ADDENDUM NO. NA DATED _____

This page becomes an integral part of the proposal submitted

by King Electrical Contractors
(Vendor/Company Name)

We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the City of Fayetteville with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with City of Fayetteville specifications attached hereto.

City of Fayetteville, AR
 Bid 10-47, Electrical Contractor
 Bid Form

Bid 10-47, Electrical Contractor				
Price Details for Contract				
Item	Description	Mark Up %	Contractors Material Cost Estimate	Estimated Cost with Mark Up %
1	Material (Cost plus %) \$0-\$100	30 %	\$1,000	\$ 1300. ⁰⁰
2	Material (Cost plus %) \$101-\$500	30 %	\$1,000	\$ 1300. ⁰⁰
3	Material (Cost plus %) \$501-\$1000	15 %	\$5,000	\$ 5750. ⁰⁰
4	Material (Cost plus %) \$1001-\$5000	15 %	\$5,000	\$ 5750. ⁰⁰
5	Material (Cost plus %) \$5001 and up	10 %	\$65,000	\$ 71500. ⁰⁰
6	Rental Equipment (Cost plus %)	10 %	\$10,000	\$ 11000. ⁰⁰
Estimated Cost for Items 1-6:				\$ 96600. ⁰⁰
		Estimated hours	Price /Hour	Estimated Cost
7	Journeyman Electricians (Straight time)	500	\$ 30. ⁰⁰	\$ 15000. ⁰⁰
8	Journeyman Electricians (Nights and Weekends)	25	\$ 45. ⁰⁰	\$ 1125. ⁰⁰
9	Journeyman Electricians (Holidays)	10	\$ 45. ⁰⁰	\$ 450. ⁰⁰
10	Apprentice Electricians (Straight time)	500	\$ 25. ⁰⁰	\$ 12500. ⁰⁰
11	Apprentice Electricians (Nights and Weekends)	25	\$ 37. ⁰⁰	\$ 925. ⁰⁰
12	Apprentice Electricians (Holidays)	10	\$ 37. ⁰⁰	\$ 370. ⁰⁰
13	Electricians Helper(Straight time)	500	\$ 9. ⁰⁰	\$ 4500. ⁰⁰
14	Electricians Helper(Nights and Weekends)	25	\$ 13. ⁰⁰	\$ 325. ⁰⁰
15	Electricians Helper(Holidays)	10	\$ 13. ⁰⁰	\$ 130. ⁰⁰
16	Foreman/Supervisor (Straight time)	200	\$ 30. ⁰⁰	\$ 6000. ⁰⁰
17	Foreman/Supervisor (Nights and Weekends)	25	\$ 45. ⁰⁰	\$ 1125. ⁰⁰
18	Foreman/Supervisor (Holidays)	10	\$ 45. ⁰⁰	\$ 450. ⁰⁰
19	General Laborer (Straight time)	300	\$ 9. ⁰⁰	\$ 2700. ⁰⁰
20	General Laborer (Nights and Weekends)	20	\$ 13. ⁰⁰	\$ 260. ⁰⁰
21	General Laborer (Holidays)	10	\$ 13. ⁰⁰	\$ 130. ⁰⁰
Estimated Cost for Items 7-21:				\$ 45,990. ⁰⁰
TOTAL COST FOR ITEMS 1-21				\$ 142,590.⁰⁰
**Bid bond required on 5% of "Total Estimated Cost for Items 1-21"				
Name of Contractor: <i>King Electrical Contractors</i>				

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: King Electrical Contractors
Purchase Order and /Payments shall be issued to this name

*BUSINESS ADDRESS: 2145 W Moore Lane

*CITY: Fayetteville *STATE: Arkansas *ZIP: 72704

*PHONE: 479-443-0006 FAX: 479-443-1719

*E-MAIL: Chris@ckingelectric.net

*BY: (PRINTED NAME) Chris King

*AUTHORIZED SIGNATURE: Chris King

*TITLE: Owner/President

City of Fayetteville
Bid 10-47, Electrical Contractor
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.

Chris King
Printed Name

CK King
Signature

7-15-10
Date

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, King Electrical Contractors, Inc.

_____ as Principal, hereinafter called the Principal,
and the The Gray Casualty & Surety Company

of P. O. Box 6202, Metairie, Louisiana, a corporation duly organized under
the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount of Bid

Dollars (\$ 5% of Bid), 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 #10-47, Electrical Contractor

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee 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
material 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Obligee 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 15th day of July, 2010

Alfred J. Davis
Witness

King Electrical Contractors, Inc. (Seal)
Principal
Chob Ky President
Title

Pamela K. Day
Witness

The Gray Casualty & Surety Company
By William H. Griffin
William H. Griffin Attorney-in-Fact

101724

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY


KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint William H. Griffin, Matthew K. Cashion, Jr., Judy Schoggen and Pamela K. Hays, of Little Rock, Arkansas jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2003.

By: 
Michael T. Gray
President, The Gray Insurance Company
and
Executive Vice President,
The Gray Casualty & Surety Company

Attest: 
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company


State of Louisiana

ss:

Parish of Jefferson

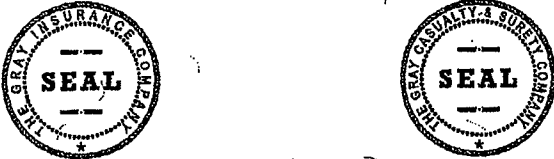
On this 30th day of June, 2003, before me, a Notary Public, personally appeared Michael T Gray, President of the Gray Insurance Company and Executive Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.





Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark M. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of July, 2010




Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

License No. 0063870411

ACTIVATED

State of Arkansas

Contractors Licensing Board

AUSTIN KING, INC., D/B/A KING ELECTRICAL CONTRACTORS, INC.
2145 W MOORE LN
FAYETTEVILLE, AR 72704

AUSTIN KING, INC., D/B/A KING ELECTRICAL CONTRACTORS, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

ELECTRICAL

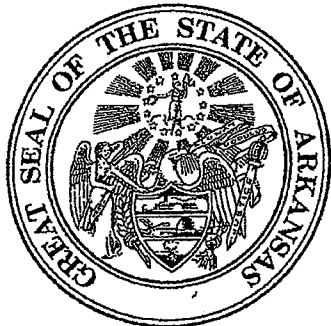
with the following suggested bid limit Unlimited

from May 14, 2010 until April 30, 2011

activated May 17, 2010

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



[Handwritten Signature]

CHAIRMAN

[Handwritten Signature]

SECRETARY

May 17, 2010

King Electric
2145 W Moore
Fayetteville AR 72704
479.443.0006
Fax 479.443.11719



King Electrical Contractors Inc.

July 15, 2010

Company started in 1987
Serving the NW Arkansas region
Employee 29 Electricians
3-Office Staff
24- Master/Journeyman license
5- 4th year apprentice
Specialize in commercial and industrial wiring
Have Arkansas and Oklahoma contractors' license

Design Build Capabilities
Chris King Owner/designer/estimator
Tim Edwards project manager/estimator
Kevin King project manager/estimator
Gordon Ray project manager /designer/lead estimator

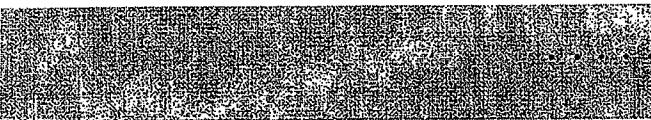
Tim@ckingelectric.net
Kevin@ckingelectric.net
Chris@ckingelectric.net

Projects Completed

Have done electrical work for the City of Fayetteville for the past 5 years
40000 sq ft Mt Comfort Church of Christ Fayetteville AR
80000 sq ft Bentonville Elementary School Bentonville AR
180000 sq ft Rogers Jr High School Rogers AR
109 unit Staybridge Motel in Fayetteville AR
6 story Holiday Inn Rogers / 4 story Staybridge Suites Rogers AR
6 story Lindsay Real-estate office building Fayetteville AR
40000 sq ft Freezer Springdale AR
40000 sq ft Fed Ex Ground Delivery facility Lowell AR

References-

Kinco Contractors-751-8606
Crossland Construction-479-464-7077
Commerce Construction-751-4432
Heckathorn Construction-442-5386



KING ELECTRICAL CONTRACTORS

2145 W MOORE LANE
FAYETTEVILLE ARKANSAS 72704

Phone (479)443-0006

Fax (479)443-1719

WARRANTY/GUARANTEE

Project:

King Electrical Contractors hereby, guarantees and warrant all defects in labor and material provided by this subcontractor, on the above referenced project for a period of one year. All wiring does meet or exceed applicable NEC and NFPA standards. By signing this agreement the subcontractor hereby warrants the work stated above. Period of warranty starts from the date of substantial completion.

Signed: _____

Title: _____

Date: _____

State of Arkansas, County of Washington, Sworn to and
Subscribed before me this _____ day of _____

NOTARY PUBLIC _____ EXPIRES _____



Bid 10-47, Electrical Contractor

Item	Description	Hill Electric, Inc.			King Electrical Contractors			Multi-Craft Contractors, Inc.			Prime Power Electric			Staley, Inc.		
		Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %
1	Material (Cost plus %) \$0-\$100	35%	\$1,000	\$1,350.00	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00	10%	\$1,000	\$1,100.00	15%	\$1,000	\$1,150.00
2	Material (Cost plus %) \$101-\$500	30%	\$1,000	\$1,300.00	30%	\$1,000	\$1,300.00	15%	\$1,000	\$1,150.00	10%	\$1,000	\$1,100.00	15%	\$1,000	\$1,150.00
3	Material (Cost plus %) \$501-\$1000	20%	\$5,000	\$6,000.00	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	10%	\$5,000	\$5,500.00	15%	\$5,000	\$5,750.00
4	Material (Cost plus %) \$1001-\$5000	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	15%	\$5,000	\$5,750.00	5%	\$5,000	\$5,250.00	15%	\$5,000	\$5,750.00
5	Material (Cost plus %) \$5001 and up	10%	\$65,000	\$71,500.00	10%	\$65,000	\$71,500.00	15%	\$65,000	\$74,750.00	5%	\$65,000	\$68,250.00	15%	\$65,000	\$74,750.00
6	Rental Equipment (Cost plus %)	10%	\$10,000	\$11,000.00	10%	\$10,000	\$11,000.00	15%	\$10,000	\$11,500.00	2%	\$10,000	\$10,200.00	15%	\$10,000	\$11,500.00
Estimated Cost for Items 1-6:				\$96,900.00			\$96,600.00			\$100,050.00			\$91,400.00			\$100,050.00
7	Journeyman Electricians (Straight time)	500	\$30.80	\$15,400.00	500	\$30.00	\$15,000.00	500	\$45.50	\$22,750.00	500	\$40.00	\$20,000.00	500	\$38.00	\$19,000.00
8	Journeyman Electricians (Nights and Weekends)	25	\$46.20	\$1,155.00	25	\$45.00	\$1,125.00	25	\$61.50	\$1,537.50	25	\$60.00	\$1,500.00	25	\$57.00	\$1,425.00
9	Journeyman Electricians (Holidays)	10	\$46.20	\$462.00	10	\$45.00	\$450.00	10	\$77.50	\$775.00	10	\$60.00	\$600.00	10	\$57.00	\$570.00
10	Apprentice Electricians (Straight time)	500	\$25.30	\$12,650.00	500	\$25.00	\$12,500.00	500	\$34.00	\$17,000.00	500	\$30.00	\$15,000.00	500	\$30.00	\$15,000.00
11	Apprentice Electricians (Nights and Weekends)	25	\$37.95	\$948.75	25	\$37.00	\$925.00	25	\$46.00	\$1,150.00	25	\$45.00	\$1,125.00	25	\$45.00	\$1,125.00
12	Apprentice Electricians (Holidays)	10	\$37.95	\$379.50	10	\$37.00	\$370.00	10	\$68.00	\$680.00	10	\$45.00	\$450.00	10	\$45.00	\$450.00
13	Electricians Helper (Straight time)	500	\$15.00	\$7,500.00	500	\$9.00	\$4,500.00	500	\$34.00	\$17,000.00	500	\$30.00	\$15,000.00	500	\$30.00	\$15,000.00
14	Electricians Helper (Nights and Weekends)	25	\$22.50	\$562.50	25	\$13.00	\$325.00	25	\$46.00	\$1,150.00	25	\$45.00	\$1,125.00	25	\$45.00	\$1,125.00
15	Electricians Helper (Holidays)	10	\$22.50	\$225.00	10	\$13.00	\$130.00	10	\$68.00	\$680.00	10	\$45.00	\$450.00	10	\$45.00	\$450.00
16	Foreman/Supervisor (Straight time)	200	\$35.70	\$7,140.00	200	\$30.00	\$6,000.00	200	\$60.00	\$12,000.00	200	\$45.00	\$9,000.00	200	\$42.00	\$8,400.00
17	Foreman/Supervisor (Nights and Weekends)	25	\$53.55	\$1,338.75	25	\$45.00	\$1,125.00	25	\$67.50	\$1,687.50	25	\$67.50	\$1,687.50	25	\$63.00	\$1,575.00
18	Foreman/Supervisor (Holidays)	10	\$53.55	\$535.50	10	\$45.00	\$450.00	10	\$85.00	\$850.00	10	\$67.50	\$675.00	10	\$63.00	\$630.00
19	General Laborer (Straight time)	300	\$12.00	\$3,600.00	300	\$9.00	\$2,700.00	300	\$34.00	\$10,200.00	300	\$27.00	\$8,100.00	300	\$25.00	\$7,500.00
20	General Laborer (Nights and Weekends)	20	\$18.00	\$360.00	20	\$13.00	\$260.00	20	\$46.00	\$920.00	20	\$40.50	\$810.00	20	\$37.50	\$750.00
21	General Laborer (Holidays)	10	\$18.00	\$180.00	10	\$13.00	\$130.00	10	\$68.00	\$680.00	10	\$40.50	\$405.00	10	\$37.50	\$375.00
Estimated Cost for Items 7-21:				\$52,437.00			\$45,990.00			\$88,760.00			\$75,927.50			\$73,375.00
**TOTAL COST FOR ITEMS 1-21:				\$149,337.00			\$142,590.00			\$186,810.00			\$167,327.50			\$173,425.00

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

CERTIFIED: P. Vice
 P. VICE PURCH MGR

Andrew Foa
 WITNESS

7/16/10
 DATE

