

City Council Agenda Items
and
Contracts, Leases or Agreements

October 15, 2013

City Council Meeting Date
Agenda Items Only

Terry Gulley
Submitted By

Transportation
Division

Transportation Services
Department

Action Required:

A resolution awarding Bid 13-52 for and approving the purchase of thermal striping from Time Striping, Inc. in varying unit prices as needed through the end of calendar year 2014.

\$ 49,650.00
Cost of this request
4470.9470.xxxx.xx
Account Number
Various
Project Number

Category / Project Budget
\$ -
Funds Used to Date
\$ -
Remaining Balance

Various Capital Projects
Program Category / Project Name
Transportation Improvements
Trail Improvements
Program / Project Category Name
Sales Tax Capital Improvements
Fund Name

Budgeted Item

Budget Adjustment Attached

Terry G. Gulley
Department Director _____ Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney _____ Date 9-30-13

Original Contract Date: _____

Original Contract Number: _____

Paul a. Butler
Finance and Internal Services Director _____ Date 9-30-2013

Received in City Clerk's Office 09-27-13 P03:07 RCVD
[Signature]

[Signature]
Chief of Staff _____ Date 10-1-13

Received in Mayor's Office
ENTERED 9/30/13
[Signature]

[Signature]
Mayor _____ Date 10/11/13

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council
Thru: Don Marr, Chief of Staff
From: Terry Gulley, Transportation Services Director *TG*
Date: October 15, 2013

Subject: A resolution awarding Bid 13-52 for and approving the purchase of thermal striping from Time Striping, Inc. in varying unit prices as needed through the end of calendar year 2014.

PROPOSAL:

The purchase of bulk construction materials and services is necessary to maintain the City's current infrastructure and to implement the Capital Improvement Program projects outlined in the Annual Budget & Work Program and five-year Capital Improvement Program. Sealed formal bids for thermal striping were publicly read and the results are attached to this memo.

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid 13-52 for and approving the purchase of thermal striping from Time Striping, Inc. in varying unit prices as needed through the end of calendar year 2014.

BUDGET IMPACT:

Funds for the acquisition of these materials and services have been budgeted in various capital projects within the Sales Tax Capital Improvements Fund.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-52 AND AUTHORIZING THE PURCHASE FROM TIME STRIPING, INC. OF THERMAL STRIPING, IN VARIABLE AMOUNTS, FOR THE TRANSPORTATION DIVISION AS NEEDED THROUGH THE END OF CALENDAR YEAR 2014

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-52 and authorizes the purchase from Time Striping, Inc. of thermal striping, in variable amounts, for the Transportation Division as needed through the end of calendar year 2014.

PASSED and APPROVED this 15th day of October, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



BID: 13-52
 DATE: 09/26/13
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 13-52, Construction - Thermal Striping Re-Bid

Item #	Description	Estimated Quantity	Unit of Measure	Time Striping, Inc.	
				Unit Price	TOTAL
1	Hot Truck Applied Thermoplastic White Or Yellow (4") - Per Linear Foot	15,000	LF	\$1.25	\$18,750.00
2	Hot Applied Thermoplastic Arrows - Each	6	EA	\$250.00	\$1,500.00
3	Hot Applied Thermoplastic Words - Each	6	EA	\$300.00	\$1,800.00
4	Hot Applied Thermoplastic Railroad Emblems - Each	1	EA	\$400.00	\$400.00
5	Hot Applied Thermoplastic Handicap Emblems - Each (Blue Background With White Emblem)	2	EA	\$250.00	\$500.00
6	Hot Applied Thermoplastic Pre-Form Sharrows - Each (per MUTCD standard)	100	EA	\$250.00	\$25,000.00
7	Hot 4" Hand Applied Thermoplastic For Parking Spaces - Per Linear Foot	100	LF	\$2.00	\$200.00
8	Hot 12" Hand Applied Thermoplastic Stop Bars - Per Linear Foot	100	LF	\$15.00	\$1,500.00
TOTAL BID BASED ON ESTIMATES =					\$49,650.00

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

CERTIFIED: P. Vice
 P. VICE, PURCHASING MGR

Julie Paladino
 WITNESS

09/26/13
 DATE



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 13-52, Construction – Thermal Striping Re-Bid
DEADLINE: Thursday, September 26, 2013 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: September 09 and September 16, 2013

INVITATION TO BID
Bid 13-52, Construction – Thermal Striping Re-Bid

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled 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.

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: Time Striping, Inc.
Contact Person: Grady Gann Title: Project Manager
E-Mail: grady@timestriping.com Phone: 479-841-3305
Business Address: PO Box 1236
City: Van Buren State: AR Zip: 72957
Signature: [Signature] Date: 9/24/13

City of Fayetteville
Bid 13-52, Construction – Thermal Striping Re-Bid
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids will be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature. Bidders are required to be on jobsite as scheduled and coordinated with the City. **Failure to show up as scheduled will subject bidder to disqualification for the remainder of the contract period.**
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- i. **Bid Bond Requirement:** A cashier's check from a bank located in the State of Arkansas or job specific bid bond, payable to the City of Fayetteville, Arkansas in an amount not less than five (5) percent of the project amount is required for ALL bids submitted where total sum base bid is **\$20,000 or more**.
- j. **Performance and Payment Bond Requirement:** In the event that a single project, as deemed by the City, is \$20,000 or more, the awarded bidder will be responsible for providing the City with a 100% performance and payment bond PRIOR to any work being completed on such project. A 100% performance and payment bond shall be submitted before notice to proceed is given or any work is started on the project.
- k. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.
- l. **All items and services bid shall meet the Arkansas Highway Department specifications for this bid.**

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – THERMAL STRIPING RE-Bid

BID # 13-52
Date: September 2013



Project Check List

Bid 13-52, Construction – Thermal Striping Re-Bid

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

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

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

CONTRACTOR NAME: Time Striping, Inc.

ARKANSAS CONTRACTORS LICENSE NUMBER: #0017280414

TIME STRIPING, INC.
CREDIT/CONTACT INFORMATION

MAILING ADDRESS:

TIME STRIPING INC.
P.O. BOX 1236
VAN BUREN, AR 72957

PHYSICAL ADDRESS:

TIME STRIPING, INC.
5439 ARKHOLA RD.
VAN BUREN, AR 72956

PHONE: 479-474-0452 FAX: 479-474-0498

A/P CONTACT: PAM MCFARLAND DUNS # 61-177-0413

OWNERSHIP:

CINDY WILLIAMS, PRESIDENT 51%
JOHN TOWNSEND, EXEC VP/SECY-TREAS 49%

TYPE: C CORPORATION STATE: AR

FED ID: 71-0669392 YEAR EST: 1988

BANKING INFO:

FIRST NATIONAL BANK
601 GARRISON AVE.
FT. SMITH, AR 72901

PHONE: 479-788-4228
FAX: 479-788-4602
CONTACT: SAM T. SICARD

CREDIT REFERENCES:

GREGORY INDUSTRIES PH: 330-477-4800 FAX: 330-477-0626
4100 13TH STREET SW CONTACT: TOM CLOSE - EXTN 165
CANTON, OH 44710

CROWN TECHNOLOGY PH: 800-457-6267 FAX: 706-553-9501
P.O. BOX 7337 CONTACT: PAM KELLERT
COLUMBUS, GA 31908

SHERWIN WILLIAMS PH: 479-474-9500 FAX: 479-474-8981
122 W. POINTER TRAIL CONTACT: TRAVIS BALKMAN
VAN BUREN, AR 72956

ARROW BOLT & SCREW PH: 479-646-0540 FAX: 479-474-5278
5424 WHEELER AVE. CONTACT: TERRI TERRY
FORT SMITH, AR 72901

TRAFFIX DEVICES PH: 949-361-5663 FAX: 949-361-9205
160 AVENIDA LA PATA CONTACT: LINDA REDDERSON
SAN CLEMENTE, CA 92673

YEAGER HARDWARE PH: 479-474-5278
VAN BUREN, AR

City of Fayetteville
 Bid 13-52, Construction – Thermal Striping Re-Bid
 Bid Form

Bid 13-52, Construction - Thermal Striping Re-Bid				
A 5% bid bond shall be submitted for all bids exceeding \$20,000				
Bid #	Date Issued:	Date and Time Of Bid Opening & Deadline:		
13-52	Septemeber 09 and 16, 2013	Thursday, September 26, 2013 before 2:00 PM		
Date Required: As Scheduled with Project Manager				
F.O.B		Purchasing Agent Contact Information:		
Fayetteville, Arkansas		Andrea Foren, CPPB, CPPO, (479)575-8220, aforen@fayetteville-ar.gov		
Item #	Description	Estimated Qty.	UNIT PRICE	TOTAL
1	HOT TRUCK APPLIED THERMOPLASTIC WHITE OR YELLOW (4") - per linear foot	15,000 LF	X 1.25 =	\$ 18,750.00
2	HOT APPLIED THERMOPLASTIC ARROWS - EACH	6 EA	X 250.00 =	\$ 1,500.00
3	HOT APPLIED THERMOPLASTIC WORDS - EACH	6 EA	X 300.00 =	\$ 1,800.00
4	HOT APPLIED THERMOPLASTIC RAILROAD EMBLEMS - EACH	1 EA	X 400.00 =	\$ 400.00
5	HOT APPLIED THERMOPLASTIC HANDICAP EMBLEMS - EACH (BLUE BACKGROUND WITH WHITE EMBLEM)	2 EA	X 250.00 =	\$ 500.00
6	HOT APPLIED THERMOPLASTIC PRE-FORM SHARROWS - EACH (per MUTCD standard)	100 EA	X 250.00 =	\$ 25,000.00
7	HOT 4" HAND APPLIED THERMOPLASTIC FOR PARKING SPACES - per linear foot	100 LF	X 2.00 =	\$ 200.00
8	HOT 12" HAND APPLIED THERMOPLASTIC STOP BARS - per linear foot	100 LF	X 15.00 =	\$ 1,500.00
Total Bid Based on Estimates				\$ 49,450.00
<p>A certified cashier's check or bid bond, payable to the City of Fayetteville, Arkansas in an amount not less than five (5) percent of the project shall be submitted for all bids exceeding \$20,000. If awarded, a 100% performance and payment bond must be submitted for all projects exceeding \$20,000.</p>				
<p>*ALL PAVEMENT MARKING MATERIAL AND LAY DOWN PROCEDURES MUST MEET CURRENT AHTD SPECIFICATIONS.</p>				
RESTRICTIONS OR EXCEPTIONS TO THE BID SHALL BE NOTED BELOW				
EXECUTION OF BID				
<p>UPON SIGNING THIS BID, THE BIDDER CERTIFIES THAT THEY HAVE READ AND AGREE TO THE REQUIREMENTS SET FORTH IN THIS BID PROPOSAL, INCLUDING SPECIFICATIONS, TERMS AND STANDARD CONDITIONS, AND PERTINENT INFORMATION REGARDING THE ARTICLES BEING BID ON, AND AGREES TO FURNISH THESE ARTICLES AT THE PRICES STATED.</p>				
ALL UNSIGNED BIDS WILL BE REJECTED				
<p>NAME OF FIRM <i>Time Striping, Inc.</i></p>				
THIS FORM CONTINUES ON THE NEXT PAGE. . .				

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall 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.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall 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 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.

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

*NAME OF FIRM: Time Striping, dnc.
Purchase Order/Payments shall be issued to this name

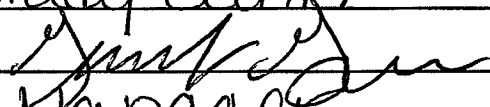
*BUSINESS ADDRESS: PO BOX 1236

*CITY: Van Buren *STATE: AR *ZIP: 72957

*PHONE: 479-474-0452 FAX: 479-474-0498

*E-MAIL: Grady@timestriping.com

*BY: (PRINTED NAME) Grady Gann

*AUTHORIZED SIGNATURE: 

*TITLE: Project Manager

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

- a. In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women's business enterprises.

10. **PROVISION FOR OTHER AGENCIES:** N/A

11. **COLLUSION:**

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

12. **RIGHT TO AUDIT, FOIA, AND JURISDICTION:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

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

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

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

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

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

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

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

17. **PAYMENTS AND INVOICING:**

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

performed by the bidder would not justify such fee.

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

18. CANCELLATION:

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, 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.

This bid is considered a public improvement bid. Public improvement bids with a total of \$20,000 or more shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. 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.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person
	\$500,000 aggregate
Property Damage Liability:	\$100,000 aggregate
General Liability:	\$1,000,000 aggregate

26. PRICING:

- a. **Quoted prices shall be valid through December 31, 2014.**
- b. In the event of a general price schedule **decrease** during the contract period, the City shall be guaranteed full benefit of the price reduction for all undelivered orders on the effective date of the decrease and thereafter. Contractor guarantees against increases in quoted price for the first year of the contract period. Thereafter in the event contractor's manufacturer/supplier **increases** the general price schedule, the contractor may submit a price adjustment request to the Purchasing Office (Andrea Foren – aforen@fayetteville-ar.gov). The price adjustment request will be accepted so long as the requested increase in prices does not exceed the direct price increases published in the manufacturer's revised general price schedule (for example if manufacturer's price increases \$.10/unit, he may request an adjustment not to exceed \$.10/unit in the contract award price) The contractor shall submit a letter from

the manufacturer certifying the increased cost with each price adjustment request. All adjusted prices must be competitive with the prevailing market price.

- c. The City reserved the right to reevaluate bidders in their standing in the event of a vendor price increase.

27. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall be included in the bid price.*** Applicable Arkansas sales tax laws will apply to this bid.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of, or in any manner relating to this bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

- k) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the services called for in this Contract.
- l) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in the Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

28. ATTACHMENTS TO BID DOCUMENTS:

- a. Bid 13-52, Attachment A – Figure 9C-9

29. INVOICING: All invoices shall be presented to the City with the minimum information listed below.

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of service
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid Number that applies to the purchase and invoice. Amounts in the bid shall match invoicing.

City of Fayetteville
Bid 13-52, Thermal Striping Re-Bid
Specifications: State of Arkansas Specification# 719

719.01 Description. This item shall consist of furnishing and placing thermoplastic or heat-fused, preformed thermoplastic pavement markings, including words, arrows, and emblems, of the color and type specified, and the removal of pavement markings, all according to these specifications and in conformity with the dimensions and at the locations shown on the plans or as directed.

The markings are to be placed under existing traffic conditions. The work shall comply with the MUTCD except as modified by these specifications.

719.02 Materials. The material used shall be a product especially compounded for traffic markings and be listed on the Departments Qualified Products List. Each container shall be clearly and adequately marked to indicate the color, weight, batch or lot number, and type of material.

The material shall meet the requirements of AASHTO M 249. The pigments used for the yellow pavement marking compound shall be heat resistant, silica encapsulated lead chromate yellow and moly oranges, which shall produce a compound meeting the requirements of Fed. 595B Color No. 33538. The yellow marking material shall contain a minimum of 4 percent by weight of the yellow pigment with a minimum lead chromate content of 60 percent.

Heat-fused, pre-formed thermoplastic pavement marking material shall meet the requirements of AASHTO M 249 with the exception of the relevant differences due to the material being pre-formed.

The material shall not break down or deteriorate if held at the plastic temperature for a period of 4 hours nor by reason of 4 re-heatings to the plastic temperature. The temperature-viscosity characteristics of the thermoplastic material shall remain consistent and there shall be no obvious change in the color of the material.

The material shall not deteriorate by contact with sodium chloride, calcium chloride, or other chemical formations on the roadway or streets, or because of the oil contact on pavement material, or from oil droppings from traffic.

After application and proper drying time, material shall show neither appreciable deformation nor discoloration under local traffic conditions and in air or road temperatures ranging from 0° F (-18° C) to 160° F (71° C). The material shall not smear or spread under normal traffic conditions at temperatures below 160° F (71° C).

Under this specification, the term "drying time" shall be defined as the minimum elapsed time after application when the pavement marking shall have and retain the characteristics required in the preceding paragraphs. In addition, the drying time shall be established by the minimum elapsed time after application when traffic will leave no impression or imprint on the applied marking. The drying time shall not exceed a characteristic straight-line curve, the limits of which are 2 minutes at 50° F (10° C) and 15 minutes at 90° F (32° C), measured at a maximum relative humidity of 70%.

The pavement markings shall maintain its original dimension and placement. The exposed surface shall be free of tack. Cold ductility of the material shall be such as to permit normal movement with the road surface without chipping or cracking. The material shall not be slippery when wet and it shall not lift from the pavement in freezing weather. The marking shall have a uniform cross section. The density and character of the material shall be uniform throughout its thickness and shall be completely reflectorized both internally and externally.

The glass beads used for the drop-on application shall meet AASHTO M 247 with a Type I gradation and shall be suitably treated to resist moisture and retain free flow properties. Beads shall not be specially treated to enhance flotation.

719.03 Construction Requirements. The thermoplastic compound shall be screed or ribbon extruded to the pavement surface. Heat-fused, pre-formed pavement markings shall be fusible to asphalt or portland cement concrete surfaces by means of the normal heat of a propane weed-burner type of torch or other

heating device as recommended by the manufacturer.

The equipment used to apply the thermoplastic compound onto the pavement shall be suitably equipped for heating and controlling the flow of the material. The equipment shall be constructed to provide continuous mixing and agitation of the material. The conveying parts of the equipment, between the main material reservoir and applicator, shall be so constructed as to prevent accumulation and clogging. The equipment shall be constructed so that all mixing and conveying parts, up to and including the applicator, maintain the material at the plastic temperature. The thermoplastic material shall be dispensed at a temperature recommended by the manufacturer. The applicator shall include a cutoff device remotely controlled to provide clean, square stripe ends and to provide a method for applying skip lines.

The thermoplastic reservoir shall be insulated and equipped with an automatic thermostatic control to maintain the proper temperature of the material.

The thermoplastic machine shall comply with the requirements of the National Board of Fire Underwriters.

Beads applied to the surface of the completed stripe shall be applied by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are immediately dispensed upon the completed line. The bead dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment. The beads shall be automatically applied at a minimum uniform rate of 8 pounds (39 kg) of glass beads to every 100 square feet (100 sq m) of surface.

Heat-fused, pre-formed pavement markings shall be instantly highly reflective without the application of additional glass beads.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 50° F (10° C) or when the pavement surface shows evidence of moisture.

On new concrete pavements where no pavement markings exist or on existing concrete or asphalt pavements where the existing pavement markings are paint or thermoplastic and do not conflict with the proposed pavement markings, blasting with water or sand or a combination thereof will be required to remove any curing compound, oxidized paint or thermoplastic, or dirt to ensure a good bond. This blasting is considered surface preparation. On newly constructed asphalt pavements any sand, grit, or other surface contaminants must be removed using compressed air and/or sweeping. Water blasting may be necessary to remove surface contaminants which cannot be removed by the use of compressed air and/or sweeping. This work is considered surface preparation.

Conflicting pavement markings that exist shall be removed by blasting with water and/or sand or by grinding. This blasting or grinding is considered pavement marking removal.

The thickness of thermoplastic markings above the roadway surface shall be 90 mils (2.3 mm) (a minimum of 1584 pounds per mile [446 kg/km] of 4" [100 mm] line). The thickness will be measured by a device supplied by the Contractor during the course of the project capable of measuring the thickness of the marking as installed on the pavement. The minimum thickness, as required above, will be measured in the center of the line when gauged by the equipment described above. The minimum thickness 1/2" (12 mm) from the edges shall not be less than 75% of the thickness required in the center. Maximum thickness of markings is 3/16" (5 mm).

Heat-fused, pre-formed pavement markings shall be supplied with a minimum average thickness of 90 mils (2.3 mm) before application on the roadway surface.

On concrete pavements, paint pavement markings according to Section 718 shall be applied as a primer for the thermoplastic markings, except where thermoplastic markings are to be applied over existing thermoplastic markings. Paint applied to concrete pavement solely as a primer will not be measured or paid for separately, but full compensation there for will be considered included in the contract unit prices bid for the various items of Thermoplastic Pavement Markings. A primer other than paint may be used when recommended by the thermoplastic manufacturer. A primer is not required for asphalt pavements, but paint pavement markings complying with Section 718 may be used by the Contractor as a primer at no cost to the Department. When temperature limitations prohibit placement of thermoplastic markings within the 3 or 14 day limit specified in Section 604, the Contractor shall place painted markings according to Section 718.

Painted markings required due to temperature limitations will be measured and paid for under Section 604. In this case, the Contractor shall maintain the painted markings at no additional cost to the Department until the thermoplastic markings, including primer if required, are installed. Spotting the pavement for center line location on two-way roadways is required. It will be the responsibility of the Contractor to spot using a string line or chain so that spots are placed at intervals not exceeding 10' (3 m). The Department will establish the no passing zones if required. On one-way roadways spotting is required for the initial edge line or lane line placed. Edge lines and/or lane lines may be installed by referencing to center or lane lines. Edge lines shall not be broken for driveways. The trace of the thermoplastic line shall be uniform. The finished lines shall have well defined edges, shall be uniform in thickness, and shall be straight and true. No stripe shall be less than the specified width. Any corrections of variations in width or alignment of the stripes shall not be made abruptly. Lines that cannot be corrected to meet these requirements shall be removed in accordance with Section 604 at the Contractors expense. Line removal as specified on the plans shall be performed in such a manner that no conflicting pavement marking will be left in place. Removal of the pavement marking by a means that will gouge the surface will not be permitted. The Contractor shall use only workers experienced in installing thermoplastic markings.

719.04 Method of Measurement. (a) Thermoplastic Pavement Markings will be measured by the linear foot (meter) of line of the width specified actually placed.

(b) Thermoplastic words and arrows will be measured by the unit.

(c) Thermoplastic railroad emblems will be measured by unit. One unit shall consist of both R's; the X; the transverse lines; and the stop line near the track.

(d) Sand or water blasting in surface preparation will not be paid for separately, but full compensation there for will be considered included in the contract unit price bid for Thermoplastic Pavement Marking.

(e) Removal of pavement markings will be measured and paid for under Section 604.

(f) Thermoplastic bike emblems will be measured by the unit. One unit shall consist of the words BIKE and ONLY, and the diamond emblem as shown in the plan.

719.05 Basis of Payment.

(a) **Thermoplastic Pavement Markings.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (meter) for Thermoplastic Pavement Markings of the width specified, which price shall be full compensation for furnishing and installing markings; for surface preparation; and for all labor, equipment, tools, furnishing thickness gauge, and incidentals necessary to complete the work.

(b) **Thermoplastic Pavement Marking (Words), (Arrows), (Railroad Emblems), and (Bike Emblems).** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for Thermoplastic Pavement Marking (Words), (Arrows), (Railroad Emblems), and (Bike Emblems) which price shall be full compensation for furnishing and installing Words, Arrows, Railroad Emblems; and Bike Emblems for surface preparation; and for all labor, equipment, tools, and incidentals necessary to complete the work.

City of Fayetteville
Bid 13-52, Construction – Thermal Striping Re-Bid
Attachment A – Figure 9C-9, Shared Lane Marking

Figure 9C-9. Shared Lane Marking





Brown • Hiller • Clark & Associates

5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Time Striping, Inc.
P. O. Box 1236
Van Buren, AR 72957

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

SureTec Insurance Company
1330 Post Oak Boulevard, Suite 1100
Houston, TX 77056

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)



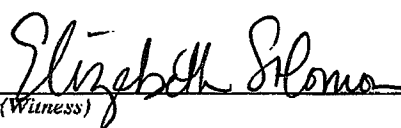
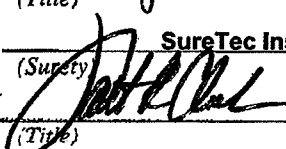
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bid 13-52, Construction - Thermal Striping Re-Bid**
(Here insert full name, address and description of project)

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

Signed and sealed this **26th** day of **September** **2013**

 (Witness)	 (Principal)	Time Striping, Inc. (Seal)
 (Witness)	 (Surety)	SureTec Insurance Company (Title)
		Scott R. Clark, Attorney-in-Fact (Seal)

POA #: 410013

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Elizabeth Solomon, Janice A. Butler, Marty C. Clark, Scott R. Clark, Shannon C. Schmidly, Sarah K. Day, Sarah Brownfield

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million and 00/100 Dollars (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

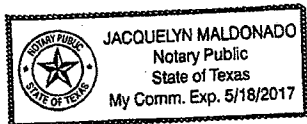
By: [Signature]
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of September, 2013, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:30 pm CST.