

City of Fayetteville Item Review Form

2014-0067

Legistar File Number

3/4/2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Lynn Hyke

Submitted By

Utilities

Department

Action Required:

Approval of Bid #13-57 for the purchase and replacement of six (6) overhead rolling service doors from Center Point Contractors, Inc. for \$64,500.00; three (3) for the Noland Wastewater Treatment Plant and three (3) for the Biosolids Management Site.

Does this item have a cost? Yes

\$64,500.00

Cost of this request

5400.5100.5328.00 - 5400.5140.5328.00

Account Number

02032.1

Project Number

\$166,000.00

Category or Project Budget

\$0.00

Funds Used to Date

\$101,500.00

Remaining Balance

Wastewater Treatment

Program or Project Name

Wastewater Treatment

Program or Project Category

Water/Sewer

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments: 

ENTERED
2/19/14
JH

ENTERED
2/19/14
WJ

Paula. Baker

Ann. M...

Arnold Jaylan

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Lynn Hyke, Construction and Contract Manager
Fayetteville Water and Sewer Committee

Date: March 4, 2014

Subject: Approval of Bid #13-57 for the purchase and replacement of six (6) overhead rolling service doors from Center Point Contractors, Inc.; three (3) doors for the Noland Wastewater Treatment Plant and three (3) for the Biosolids Management Site.

RECOMMENDATION

City administration recommends approval of Bid #13-57 with Center Point Contractors, Inc. for the purchase and installation of six (6) overhead rolling service doors for a total of \$64,500.00; three (3) doors are for the maintenance shop at the Noland Wastewater Treatment Plant and three (3) for the shop at the Biosolids Management Site.

BACKGROUND

The Noland Wastewater Treatment Plant and the Biosolids Management Site have a combined total of approximately 15 rolling service doors. A few of these doors have been replaced in the last five years, but the remaining doors are nearly twenty-five years old. These old doors are frequently in need of repair and critical replacement parts are no longer available, including gears, sprockets, etc. They also pose a safety concern when parts break and doors become uncontrollable.

DISCUSSION

The City received three bids on December 17, 2013. Center Point Contractors, Inc. submitted the lowest bid that meets specifications.

Bidder	Bid
Center Point Contractors, Inc.	\$64,500.00
Royal Overhead Door, Inc.	\$65,679.00
Overhead Door Company of Springdale, Inc.	\$75,498.00

BUDGET IMPACT

Funds are available in the Wastewater Treatment Plant CIP – Building Improvement.

RESOLUTION NO. _____

A RESOLUTION TO AWARD BID #13-57 AND TO AUTHORIZE A CONTRACT WITH CENTER POINT CONTRACTORS, INC. FOR THE REPLACEMENT OF SIX (6) ROLLING SERVICE DOORS IN THE AMOUNT OF \$64,500.00 AT THE NOLAND WASTEWATER TREATMENT PLANT AND THE BIOSOLIDS MANAGEMENT SITE

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 #13-57 and authorizes the Mayor to sign a contract, a copy of which is attached as Exhibit "A", with Center Point Contractors, Inc. for the replacement of six (6) rolling service doors in the amount of \$64,500.00 for the Noland Wastewater Treatment Plant and the Biosolids Management Site.

PASSED and APPROVED this 4th day of March, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



THE CITY OF FAYETTEVILLE, ARKANSAS

www.accessfayetteville.org

CONTRACT

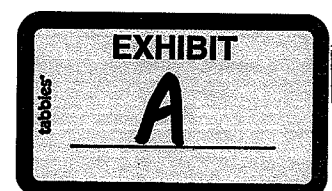
Reference: Bid 13-57, Construction – Rolling Service Door Replacements

Vendor: Center Point Contractors, Inc.

Term: Single Project

This contract executed this _____ day of _____, 2014, between the City of Fayetteville, Arkansas, and Center Point Contractors, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Center Point Contractors, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 13-57 as stated in Center Point Contractors, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-57, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Center Point Contractors, Inc. based on their bid proposal in an amount not to exceed **\$64,500.00**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Center Point Contractors, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 13-57 with the specifications and conditions typed thereon.
 - B. Center Point Contractors, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Center Point Contractors, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Center Point Contractors, Inc.
5. Center Point Contractors, Inc. shall not assign its duties under the terms of this agreement.
6. Center Point Contractors, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Center Point Contractors, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Center Point Contractors, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Center Point Contractors, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.



<u>Workers' Compensation</u>	Statutory Amount
<u>Comprehensive General & Automobile Insurance</u>	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Center Point Contractors, Inc.

8. Center Point Contractors, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Center Point Contractors, Inc. with 30 days written notice.
10. This project shall be completed within ninety (90) calendar days from issue date of Notice to Proceed.
12. 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 coping costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2014.

CENTER POINT CONTRACTORS, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By: Richard Burleigh
Signature

By: _____
LIONELD JORDAN, Mayor

Richard Burleigh Estimator
Printed Contractor Name & Title

[Signature]
ATTEST (Signature)

ATTEST: (Signature)

Bonnie Kincaid
Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

10316 E Hwy 70 Bentonville, AR 72712
City, State & Zip Code

Date Signed: 2-19-14

Date Signed: _____



City of Fayetteville, AR
Bid Tab 13-57, Construction - Rolling Service Door Replacements

DESCRIPTION	Center Point Contractors, Inc.		Overhead Door Company of Springdale, Inc.		Royal Overhead Door, Inc.	
	MFG		MFG		MFG	
Remove & Install Three (3) New 16'x14' Insulated Rolling Service Doors		Cornell		Overhead Door Corp.		Cookson Door
	Model	Thermiser ESD20	Model	#625 RSX	Model	FCWI
	Each	\$ 12,000.00	Each	\$ 13,983.00	Each	\$ 12,358.00
	SubTotal	\$ 36,000.00	SubTotal	\$ 41,949.00	SubTotal	\$ 37,074.00
Remove & Install Three (3) New 12'x14' Insulated Rolling Service Doors		Cornell		Overhead Door Corp.		Cookson Door
	Model	Thermiser ESD20	Model	#625 RSX	Model	FCWI
	Each	\$ 9,500.00	Each	\$ 11,183.00	Each	\$ 9,535.00
	SubTotal	\$ 28,500.00	SubTotal	\$ 33,549.00	SubTotal	\$ 28,605.00
Total Bid	Total Bid	\$ 64,500.00	Total Bid	\$ 75,498.00	Total Bid	\$ 65,679.00

P. Vice

J. Foren
 Witness

12/17/13
 DATE:

CERTIFIED: P. Vice, Purchasing Manager

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
Bid Form

***Price shall include removal of old doors and hardware. The new rolling doors shall be installed with required hardware and guides. City shall be responsible for installing electrical circuit to each motor operator and wire in the 3 button control operator.**

Contract Name: Bid 13-57, Construction – Rolling Service Door Replacements
Bid Number 13-57

BID TO:

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

BID FROM:

Bidder:

Center Point Contractors
10316 East HWY 72
Bentonville, AR 72712

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

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

Section 3 – Bidder's Representations:

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

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

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

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

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

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

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

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

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

O.) As A bidder on this project, you are required to provide debarment/suspension certification indicating you are in compliance with the below Federal Executive Order. Submitting a bid shall indicate bidder is in compliance with the below Federal Executive Order:

- 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.

Section 4 – Base Bid Price:

DATE REQUIRED FOR DOORS TO BE DELIVERED AND INSTALLED: 90 calendar days from Date of Order (as shown on Purchase Order)

F.O.B. City of Fayetteville Noland WWTF, 1400 N. Fox Hunter, Fayetteville, AR 72701
 City of Fayetteville Biosolids Management Site, 16464 Wyman Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION:	QUANTITY:	*PRICE EACH:	*TOTAL PRICE
1.	Remove & Install Three (3) New 16' x 14' Insulated Rolling Service Doors	3	\$ <u>12,000⁰⁰</u>	\$ <u>36,000⁰⁰</u>
	*MANUFACTURER: <u>Cornell</u>		MODEL: <u>Thermiser ESD 20</u>	
2.	Remove & Install Three (3) New 12' x 13'-4" Insulated Rolling Service Doors	3	\$ <u>9,500⁰⁰</u>	\$ <u>28,500⁰⁰</u>
	*MANUFACTURER: <u>Cornell</u>		MODEL: <u>Thermiser ESD 20</u>	
*TOTAL BASE BID:			\$ <u>64,500⁰⁰</u>	

Section 5 – Listing of Subcontractors:

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

N/A

Section 6 – Contract Times:

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

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

Work with the times specified in the Agreement.

Section 7 – Communications:

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

Center Point Contractors
Richard Burlingame

Phone No. 479-426-7373

FAX No. 479-451-8030

Section 8 – SIGNATURE:

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

SUBMITTED on this 17th Date of December, 20 13

Arkansas State Contractor License No. 0199160514

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation

Corporation Name: Center Point Contractors (SEAL)

Date of Incorporation: 4-13-08

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

By: Shelli McDaniel
(Signature -- attach evidence of authority to sign)

Name (type or printed): Shelli McDaniel

Title: President

(CORPORATE SEAL)

Business address: 10316 East HWY 72
Bentonville, AR 72712

Phone No.: 479.426.7373

FAX No.: 479.451.8030

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
References

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

COMPANY NAME: Center Point Contractors
BUSINESS ADDRESS: 10316 East HWY 72 Bentonville, AR 72712
NUMBER OF YEARS IN BUSINESS: 5 HOW LONG IN PRESENT LOCATION: 4
TOTAL NUMBER OF CURRENT EMPLOYEES: 31 FULL TIME 3 PART TIME
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 3 FULL TIME 0 PART TIME

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

1. Flintco
COMPANY NAME
Springdale, AR 72762
CITY, STATE, ZIP
Patrick Horath
CONTACT PERSON
479-879-3371
TELEPHONE
8/1/13
DATE COMPLETED
phorath@flintco.com
E-MAIL ADDRESS

2. Brinkmann Contractors
COMPANY NAME
Chesterfield, MO 63005
CITY, STATE, ZIP
Kyle White
CONTACT PERSON
314-974-4710
TELEPHONE
8/30/13
DATE COMPLETED
Kwhite@askbrinkmann.com
E-MAIL ADDRESS

3. Nabholz
COMPANY NAME
Rogers, AR 72756
CITY, STATE, ZIP
Theresa Ellis
CONTACT PERSON
479-659-7852
TELEPHONE
5/1/13
DATE COMPLETED
Theresa.Ellis@nabholz.com
E-MAIL ADDRESS

4. Flynn Construction
COMPANY NAME
Pittsburg, PA 15221
CITY, STATE, ZIP
Bill Dunlap
CONTACT PERSON
412-243-2483
TELEPHONE
Dec. 2012
DATE COMPLETED
Bdunlap@flynn-construction.com
E-MAIL ADDRESS

Project Manual



CITY OF FAYETTEVILLE
ARKANSAS

CONSTRUCTION – ROLLING SERVICE DOOR REPLACEMENTS

BID # 13-57
Date: November 2013

Distribution of this entire bid is allocated by:
FILE 1 = Bid Specifications, includes Attachment A
FILE 2 = Attachment B, Project Drawings
**Additional files will be issued for Addendums*



Project Check List

Bid 13-57, Construction – Rolling Service Door Replacements

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

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
Advertisement

The City of Fayetteville is accepting bids from properly licensed firms for the replacement of rolling service doors. Questions should be addressed to Andrea Foren, Purchasing Agent at aforen@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received before **Tuesday, December 17, 2013 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after 2:00 PM at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Bidding documents shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division.

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bids exceeding \$20,000. Arkansas Department of Labor Prevailing Wage Rates shall apply as applicable.

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.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Andrea Foren, CPPO, CPPB
479.575.8220
aforen@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Ad Date: 11/29/13 and 12/06/13

City of Fayetteville, AR
Bid 13-57, Construction – Rolling Service Door Replacements
Page 4 of 21

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
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 to 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. 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 bid pricing. Payments will be made within 30 days of accepted invoice unless the transaction is processed through Visa at no additional fee to the City of Fayetteville.

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. 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, bonds, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services specified. **Sales tax shall be included in the bid price.** Applicable Arkansas sales tax laws will apply to this bid. The City of Fayetteville is not exempt from sales tax.
- 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.
- m) Price shall include removal of old doors and hardware. The new rolling doors shall be installed with required hardware and guides. City will install electrical circuit to each motor operator and wire in the 3 button control operator.

n) Contractor shall be responsible for the removal of old doors and hardware. **The City of Fayetteville shall retain old doors and hardware.** The Contractor shall coordinate storage of the existing doors and hardware with the City of Fayetteville after removal.

o) Contractors may review the job site by scheduling a meeting. Please call the Noland WWTF at (479)443-3292.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. Attachment A – Arkansas Department of Labor Prevailing Wage Determination
- b. Attachment B – Project Drawings

City of Fayetteville
Bid 13-57, Construction – Rolling Service Door Replacements
Detailed Specifications

1. **FURNISH AND INSTALL** three (3) rolling service doors with requirements listed below:
 - a. Doors shall be approximately 16' wide x 14' high, labeled 106B, 106C, and 107C on the drawings
 - b. Manufactured by Mahon Door Corporation, or equal
 - c. With ¾ HP 115 volt 1 phase motor operator
 - d. Emergency hand chain operators
 - e. Three button control stations
 - f. Color shall be powder coat and match existing doors, (RAL #8011 powder coat, field verify)
 - g. 24 gauge flat back face
 - h. 22 gauge flat exterior face
 - i. Polyisocynurate insulation having a density of 2 lbs per square foot
 - j. Flame spread of no more than 25



2. **FURNISH AND INSTALL** three (3) rolling service doors with requirements listed below:
 - a. Doors shall be approximately 12' wide x 13'-4" high, labeled 901D, 901E, and 901F on the drawings
 - b. Manufactured by Mahon Door Corporation, or equal
 - c. With ¾ HP 115 volt 1 phase motor operator
 - d. Emergency hand chain operators
 - e. Three button control stations
 - f. Color shall be powder coat and match existing doors, (RAL #8011 powder coat, field verify)
 - g. 24 gauge flat back face
 - h. 22 gauge flat exterior face
 - i. Polyisocynurate insulation having a density of 2 lbs per square foot
 - j. Flame spread of no more than 25
3. **WORK SHALL INCLUDE** unless otherwise specified: removal of existing doors and hardware, preparation of openings, steel jambs or supports, trim, access panels, field or finish painting, wiring or disconnect switches for motor operated doors.
4. **CURTAINS** shall be formed of galvanized steel, aluminum, or stainless steel interlocking slats designed to withstand a windload of 20 pounds per square foot. Windlocks shall be furnished where required by opening span, or for heavier windload requirements. Steel slats shall be galvanized per ASTM standards, chemically treated for paint adhesion. Both ends of alternate slats to be equipped with endlocks. The bottom of each curtain shall be reinforced with two (2) steel, aluminum, or stainless steel angles of equal weight or extruded aluminum bottom bar assembly standard on all doors up to 16'-0" unless specified otherwise.
5. **COUNTERBALANCE ASSEMBLY** shall be furnished with oil tempered helical torsion springs having a 25% safety factor. Springs shall be fixed to tapered cast anchors, mounted on a single steel torsion rod. Torsion rod shall be attached to a spring adjusting wheel, adjustable

without removing the hood. Entire spring assembly shall be housed in a steel pipe shaft of proper diameter and thickness so not to exceed .03" of deflection per foot of span.

6. **BRACKET PLATES** shall be of steel plate with sealed ball bearings to support counterbalance assembly and door curtain. Brackets to form end closures and support hood.
7. **HOODS** shall not be less than 24 Gauge galvanized steel, aluminum, or stainless steel, contour to fit end brackets, and reinforced with stiffening beads at top and bottom edges.
8. **GUIDES** shall be fabricated of steel, aluminum, or stainless steel angles of not less than 3/16" thick. Depth of guides to be sufficient to retain curtain under windload specified. If windlocks are required, guides will be furnished with windlock retainers. Guides to be assembled with 3/8" bolts, bolted to jambs at spacing shall not exceeding 3'-0" on centers, bellmouths and door stops are incorporated into guide assemblies as standard.
9. **OPERATION** shall be motor operated with emergency hand chain and gear, maximum of 35 pounds of pull.
10. **LOCKING** shall be provided with provision for self-locking gearing on motor operated doors, with chain lock for emergency hand chain.
11. **FINISH** steel surfaces shall receive one shop coat of prime paint except galvanized surfaces, bearings, etc. For aluminum finish shall be mill, anodized, or duranodic. For stainless steel finish shall be mill, #4.
12. **MOTOR OPERATIONS** shall include high starting torque motor, reduction gearing, solenoid brake, limit switches for up and down door travel, emergency hand chain with electrical interlock to cut power to control switch when hand chain is engaged, magnetic relay starter with overload protection, internal pre-wiring to terminal block, three button station operating on a 24 volt control circuit. Motor is removable without affecting emergency hand chain operation. Motor Operator 3/4 HP 115 volt 1 ph, continuous duty industrial motor, 2 year warranty (year mechanical parts), full over load protection. Worm gear in oil bath reducer. 24 volt fused control circuit. Fully adjustable rotary limit switches. Submit wiring diagram per manufacturer's recommendations.
13. **SLOPING BOTTOM BARS** shall be furnished as indicated to suit sloped sill conditions.
14. **SHOP COAT.** Curtain and hoods shall be shop primed in addition to non-galvanized surfaces. RAL 38011 powder coating as finish coat (field verify).
15. **GALVANIZING** shall be applied to guides, brackets and pipe shafting in addition to galvanized parts provided in standard specifications.
16. **INSULATED SLATS** shall be double faced galvanized and prime painted #4 slat with polyisocynurate.
17. **STOPLOCK SAFETY BEARING** shall be furnished on motor operated doors to prevent doors from falling due to damage to motor operator, drive chain or pipe shaft.

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Center Point Contractors, Inc.

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma 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 the Bid Amount*****, 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

Project: **Construction--Rolling Service Door Replacements**

Bid Date: 12/17/2013

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 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 17th day of December, 2013.

Center Point Contractors, Inc.

Principal

Richard Burkhead
Title (Seal)

Granite Re, Inc.

Billy Eugene Bennett, Jr.
Billy Eugene Bennett, Jr. Attorney in Fact (Seal)

Alexa J Johnson
Witness

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

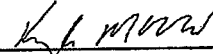
PAT A. GIRARD; BILLY EUGENE BENNETT JR.; ADRIAN W. LUTTRELL; DANNY LEE SCHNEIDER; MICHAEL ADRIAN LUTTRELL; JACQUE L. LINDSEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Kathleen E. Carlson
Notary Public

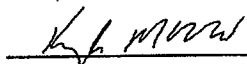
GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 17th day of December, 2013.




Kyle P. McDonald, Secretary/Treasurer

License No. 0199160514

State of Arkansas

Contractors Licensing Board

CENTER POINT CONTRACTORS, INC.
10316 EAST HWY 72
BENTONVILLE, AR 72712

CENTER POINT 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:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit \$1,950,000

from April 12, 2013 until May 31, 2014

when this Certificate expires.

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



Cecil L. Malone

CHAIRMAN

Mark HA

SECRETARY

April 12, 2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/13

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

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

PRODUCER Walker Bros. Insurance, Inc. P.O. Box 7570 Springdale, AR 72766-7570 Gene Bennett		479-306-4677 479-306-5110	CONTACT NAME: PHONE (A/C No., Ext.): FAX (A/C, No.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CENPO-1
INSURED Center Point Contractors, Inc. Shelli McDaniel 10316 East Highway 72 Bentonville, AR 72712		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Co.	NAIC # 10677
		INSURER B: Accident Fund	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CPP 3657280	12/14/12	12/14/13	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Contractual Liab					PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/POP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY		CPP 3657280	12/14/12	12/14/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CPP3657280	12/14/12	12/14/13	EACH OCCURRENCE \$ 2,000,000	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCV6087332	12/31/12	12/31/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				N/A	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Leased/Rented Equipment		CPP 3657280	12/13/12	12/14/13	Limit 75,000 Deductib 500	

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

CERTIFICATE HOLDER BRINKMA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Shelli McDaniel</i>

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 3/4/2014	A. 2
P.O Number:	Expected Delivery Date: 3/13/14	
		Center Point Contractors, Inc. Page 29 of 30

Vendor #:	Vendor Name: Center Point Contractors, Inc.	Mail Yes:___ No:___	
Address: 10316 East Highway 72		Fob Point: Noland WWTP and Biosolids Manage	
City: Bentonville		Taxable Yes:___ No:___	
State: AR		Quotes Attached Yes:___ No:___	
Zip Code: 72712		Divison Head Approval:	
Ship to code: 72701			

Requester:	Requester's Employee #: OMI	Extension: 479-443-3292 ext 6782
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Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Cornell Thermiser ESD20 16'x14' Insulated Rolling Service Door	3	EA	10,933.94	\$32,801.82	5400.5800.5801.00	02032		
2	Cornell Thermiser ESD20 12'x13'-4" Insulated Rolling Service Door	3	EA	8,656.04	\$25,968.12	5400.5800.5801.00	02032		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:	Subtotal: \$58,769.94 Tax: \$5,730.07 Total: \$64,500.01
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Approvals:

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

