

City of Fayetteville Staff Review Form

2019-0141

Legistar File ID

3/19/2019

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

Tim Nyander

2/28/2019

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #19-20 and authorizing a construction contract with Franklin & Son Roofing in the amount of \$195,000.00 for the roof replacement at the Noland Treatment Facility's Administration Building, approval of a project contingency in the amount of \$19,500.00 for a total of \$214,500.00, and approval of a budget adjustment.

Budget Impact:

5400.730.5800-5801.00

Water and Sewer

Account Number

Fund

02032.1

W.W.T.P Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 508,242.00

Funds Obligated \$ 457,965.26

Current Balance \$ 50,276.74

Does item have a cost? Yes

Item Cost \$ 214,500.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 214,500.00

Remaining Budget \$ 50,276.74

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**MEETING OF MARCH 19, 2019**

**TO:** Mayor and City Council

**THRU:** Don Marr, Chief of Staff

**FROM:** Tim Nyander, Utilities Director

**DATE:** February 28, 2019

**SUBJECT:** Resolution to Approve Bid #19-20 and authorize a Contract with Franklin and Son Roofing in the amount of \$195,000 for replacement of the roof at the Administration Building at the Noland Waste Water Treatment Plant.

---

**RECOMMENDATION:**

Staff recommends awarding Bid #19-20 and authorizing a construction contract with Franklin & Son Roofing in the amount of \$195,000.00 for the roof replacement at the Noland Treatment Facility's Administration Building, approval of a project contingency in the amount of \$19,500.00, and approval of a budget adjustment.

**BACKGROUND:**

About a year ago, the City engaged Polk Stanley Wilcox Architectural Firm to provide plans and specifications for the reroof project at Noland WWTP. In January of this year, City Purchasing advertised for bids. No bids were received. Throughout the year, the alternative procurement method of the Government-approved TIPS was considered. After getting bids through that method it was determined that the pricing was not competitive, and it was decided to adjust the specifications and re-bid the project. Bids were advertised and received Feb. 13<sup>th</sup> and came in just below our original budget.

**DISCUSSION:**

The existing metal roof and soffit are original to the building constructed around 1984. The life span of these systems is 20 years. Monies have been spent for roof repairs over the years, and the maintenance costs will continue. The new system includes 24-gauge, standing seam roof, wall panels, gutters and downspouts, soffits and flashings.

Franklin & Son, Inc. (DBA Franklin & Son Roofing) submitted the lowest bid in the amount of \$195,000.00. Staff recommends awarding the bid to Franklin & Son Roofing for replacement of the roof at the Noland treatment facility's administration building, and approval of a contingency in the amount of \$19,500.00.

**BUDGET/STAFF IMPACT:**

Cost savings from the Wastewater Treatment/Water Quality Improvements project will be moved to the WWTP Building Improvements project to fund the roof replacement in the amount of \$195,000.00 plus a contingency of \$19,500.00, for a total budget adjustment of \$214,500.00.

**Attachments:**

Contract

Bid Tab

Submittal

Plans and Specifications

Budget Adjustment



This contract executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Fayetteville, Arkansas (City) and **Franklin & Son, Inc.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Franklin and Son, Inc.** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax, permits, and all other items and services necessary to complete items bid per **Bid 19-20, Construction Noland WWTP Admin Roof Rebid** as stated in **Franklin and Son, Inc.** bid response, and in accordance with Plans and specifications attached hereto and made a part hereof under Bid **19-20**, all included herein as if spelled out word for word and not to exceed \$195,000.
  - a. Payments will be made after approval and acceptance of work and submission of Pay Request and will be made approximately 30 days after approval of pay request. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
2. The Contract documents which comprise the contract between the City of Fayetteville and **Franklin and Son, Inc.** consist of this Contract and the following documents attached hereto, and made a part hereof:
  - a. Appendix A: Bid package identified as **Bid 19-20** with the plans, specifications and conditions typed thereon inclusive of all bidding documents and issued addenda.
  - b. Appendix B: **Franklin and Son, Inc.** bid proposal
  - c. Appendix C: **Bid 19-20**, Bid Tabulation
3. These Contract documents constitute the entire agreement between the City of Fayetteville and **Franklin and Son, Inc.** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Franklin and Son, Inc.**
4. Neither party shall assign its duties under the terms of this agreement. This is a non-exclusive contract and City of Fayetteville reserves the right to purchase similar items or services from other vendors as needed.
5. **Franklin and Son, 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, to the extent arising from Fletcher and Sons negligent or willful misconduct in connection with the 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.

6. Franklin and Sons, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverage for the following insurance which shall be maintained throughout the term of the Contract. Coverage may be met through insurance policies or self-insurance coverage. 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, Franklin and Son, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Franklin and Son, Inc.
- a. Workmen's Compensation: Statutory Amount
  - b. Comprehensive General & Automobile Insurance: \$500,000 for each person injured.
  - c. Bodily Injury Liability: \$1,000,000 for each accident.
  - d. Property Damage Liability: \$1,000,000 aggregate.
7. Franklin and Son, Inc. shall furnish proof of licensure as required by all local and state agencies.
8. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
9. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
10. 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 change order approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
11. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute.
12. Scope of Work: Provide all labor and materials to remove and replace existing metal roof, fascia, and soffit and all trim at the Noland WWTP admin building per all plans, specifications and addendums and in accordance with all local and state building requirements.

WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Franklin and Son, Inc

CITY OF FAYETTEVILLE, ARKANSAS

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

Signature

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

LIONELD JORDAN, Mayor

Spencer Haslett General Manager

Printed Name & Title

Connie Romero

ATTEST (Signature)

ATTEST: (Signature)

Connie Romero

Company Secretary (Printed Name)

If applicable

Sondra E. Smith, City Clerk, Treasurer

Business Address:

12382 W Hwy 62

Business Address:

113 W. Mountain

Fayetteville, AR 72701

Farmington AR 72730

City, State & Zip Code



FRAN&amp;SO-01

MICHELLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2019

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

<b>PRODUCER</b> BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (479) 452-4000	<b>FAX (A/C, No):</b> (479) 484-5185
<b>INSURED</b>  Franklin & Son, Inc. Gary Stearman 12382 Hwy. 62 West Farmington, AR 72730	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : United Fire &amp; Casualty Company</b>	<b>NAIC #</b> 13021
	<b>INSURER B : Bridgefield Casualty Ins. Co.</b>	<b>10335</b>
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> XCU is not excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			60430875	5/1/2018	5/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60430875	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			60430875	5/1/2018	5/1/2019	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			196-34518	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Contract for: Bid 19-20 Noland WWTP Admin Roof Rebid

## CERTIFICATE HOLDER

## CANCELLATION

City of Fayetteville  
113 W Mountain  
Fayetteville, AR 72701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Franklin &amp; Son, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>12382 W. Hwy 62</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Farmington AR 72730</b>		
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

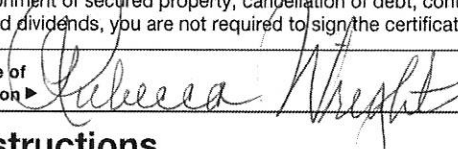
Social security number								
			-				-	
or								
Employer identification number								
7	1	-	0	4	6	1	5	9 8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date ► 1-5-2018

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





CITY OF  
**FAYETTEVILLE**  
ARKANSAS

## Construction - Noland WWTP Roof Rehab

Official Bid Tabulation  
Lionel Jordan, Mayor

Dates of Advertisement: 01.18.2019  
Issue Date: 01.25.2019

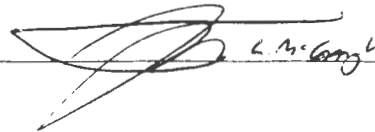
Bid No. 19-20  
Date: 02.13.2019  
Time: 2:00 PM

Number of Addendums: 1  
Certified Bid Award: \$ 360,000.00  
Max Award Amount: \$ 450,000.00

DESCRIPTION	Empire Roofing		Franklin and Son Roofing	
	AMOUNT		AMOUNT	
Total Lump Sum Bid	\$254,052.00		\$195,000.00	
Deductive Alternate	Onit Soffit Panels	\$22,767.00	Alt Deduct	\$23,461.00
Unit Prices	Wood Deck Replacement - Add	\$2.50	Decking Replacement / sq. ft	\$2.50
	Wood Deck Replacement Deduct	\$2.50		

CERTIFIED:

  
Andrea Foren, CPPB, CPPO, Purchasing Manager

  
Lionel Jordan

02.13.19

Date



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

## Project Check List

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 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 Contractor's License Number.

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

CONTRACTOR NAME: Franklin and Son Roofing

ARKANSAS CONTRACTORS LICENSE NUMBER: 0029380419

**City of Fayetteville**

**Bid 19-20, Construction - Noland WWTP Admin Building Roof**

**Advertisement**

---

**City of Fayetteville, Arkansas**

**INVITATION TO BID**

**Bid 19-20, Construction - Noland WWTP Admin Roof Rebid**

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of materials, delivery, installation and warranty of a new metal roof and soffit panels for the Administration Building at the Noland Waste Water Treatment Plant. Questions should be addressed to Les McGaugh, Purchasing Agent at [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@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 by **Wednesday February 13, 2019 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 the deadline 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 and plans 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. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, 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.**

A non-mandatory Pre-Bid meeting will be held **Tuesday January 29, 2019 at 10:00 AM** onsite at the Noland WWTP located at 1400 N. Fox Hunter Rd Fayetteville, AR 72701. All interested parties are encouraged to attend.

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 after the contract is 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 bid and license shall be valid at the time of bid deadline.

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: Les McGaugh, Purchasing Agent

P: 479.575.8220 Email: [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 01.18.2019 and 01.25.2019



Substantial Completion: 120 CALENDAR DAYS; Final Completion: 134 CALENDAR DAYS

DESCRIPTION		*TOTAL PRICE
Total Lump Sum Bid	=	\$ <u>195,000</u>

Please specify for Unit Bid:

1. Lump Sum Bid One hundred ninety five thousand

2. Alternates: Alternates described on Sheet G1. Alternates.

Alt. Deduct : Twenty three thousand four hundred sixty one (\$ 23,461)

3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amounts To BE shown numerically

Decking Replacement/sf : Two dollars  $\frac{50}{100}$  /sf (\$ 2.50)

\_\_\_\_\_ : \_\_\_\_\_ (\$ \_\_\_\_\_)

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

**THIS BID 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.

X 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: Franklin and Son Inc.

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name Franklin and Son Roofing

\*BUSINESS ADDRESS: 12382 W Hwy 62

\*CITY: Farmington \*STATE: AR \*ZIP: 72730

\*PHONE: 479-267-5544 FAX: 479-267-5342

\*E-MAIL: shaslett@fsroof.com

\*BY: (PRINTED NAME) Spencer Haslett

\*AUTHORIZED SIGNATURE: 

\*TITLE: General Manager

DUNS NUMBER: 059631739 CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 71-0461598

Acknowledge Addendums:

Addendum No. 1 Dated: 11-20-2018 Acknowledged by: 

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

AR Lic# 0029380419





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)

**Franklin & Son, Inc.**  
**12382 Hwy. 62 West**  
**Farmington, AR 72730**

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

**Western Surety Company**  
**151 N. Franklin Street**  
**Chicago, IL 60606**

a corporation duly organized under the laws of the State of **South Dakota**  
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 19-20, Construction-Noland WWTP Admin Building Roof**  
(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 **13th** day of **February** **2019**

Carrie Romero  
(Witness)

Michelle Cooper  
(Witness)

**Franklin & Son, Inc.**  
(Principal) (Seal)

[Signature]  
(Title) **Spencer Aslett G.M**

**Western Surety Company**  
(Surety)

[Signature]  
(Title) **William Scott Whittenberg**, Attorney-In-Fact (Seal)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Larry R Clark, Scott R Clark, Marty C Clark, Shannon C Schmidly, Elizabeth A Solomon, Mary Ann Justice, William Scott Whittenberg, Individually**

of Fort Smith, AR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of November, 2017.



WESTERN SURETY COMPANY

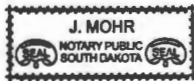
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of November, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

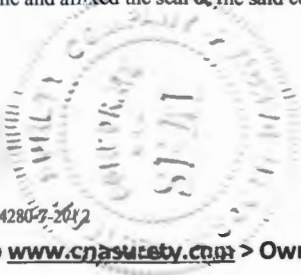
June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of February, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

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 19-20, Construction – Noland WWTP Admin Roof Rebid

**DEADLINE: Wednesday February 13, 2019 before 2:00:00 PM, Local Time**

PRE-BID: Tuesday January 29 at 10:00 AM; Local Time, 1400 N. Fox Hunter Rd.

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

DATE OF ISSUE AND ADVERTISEMENT: 1.18.19 & 1.25.19

## INVITATION TO BID

### Bid 19-20, Construction - Noland WWTP Admin Roof Rebid

No late bids will 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.

## NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov). 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. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

### E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

**FILE #1:** PROJECT MANUAL: 37 total pages

**FILE #2:** PROJECT DRAWINGS: 7 Pages

\*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

\*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>

*Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.*

---

# Project Manual



CITY OF FAYETTEVILLE,  
ARKANSAS

## CONSTRUCTION – Noland WWTP Admin Roof Rebid

BID # 19-20  
Date: January 2019





CITY OF  
**FAYETTEVILLE**  
ARKANSAS

## Project Check List

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 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 Contractor's License Number.

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

CONTRACTOR NAME: \_\_\_\_\_

ARKANSAS CONTRACTORS LICENSE NUMBER: \_\_\_\_\_



City of Fayetteville  
Bid 19-20, Construction - Noland WWTP Admin Building Roof  
Advertisement

---

City of Fayetteville, Arkansas  
INVITATION TO BID  
Bid 19-20, Construction - Noland WWTP Admin Roof Rebid

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of materials, delivery, installation and warranty of a new metal roof and soffit panels for the Administration Building at the Noland Waste Water Treatment Plant. Questions should be addressed to Les McGaugh, Purchasing Agent at [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@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 by **Wednesday February 13, 2019 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 the deadline 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 and plans 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. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, 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.**

A non-mandatory Pre-Bid meeting will be held **Tuesday January 29, 2019 at 10:00 AM** onsite at the Noland WWTP located at 1400 N. Fox Hunter Rd Fayetteville, AR 72701. All interested parties are encouraged to attend.

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 after the contract is 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 bid and license shall be valid at the time of bid deadline.

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: Les McGaugh, Purchasing Agent  
P: 479.575.8220 Email: [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)  
TDD (Telecommunications Device for the Deaf): (479) 521-1316  
Date of advertisement: 01.18.2019 and 01.25.2019

Substantial Completion: 120 CALENDAR DAYS; Final Completion: 134 CALENDAR DAYS

DESCRIPTION		*TOTAL PRICE
Total Lump Sum Bid	=	\$ _____

Please specify for Unit Bid:

Lump Sum Bid - \_\_\_\_\_

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

**THIS BID 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: \_\_\_\_\_

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: \_\_\_\_\_

\*CITY: \_\_\_\_\_ \*STATE: \_\_\_\_\_ \*ZIP: \_\_\_\_\_

\*PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\*E-MAIL: \_\_\_\_\_

\*BY: (PRINTED NAME) \_\_\_\_\_

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: \_\_\_\_\_

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

## **PART ONE - DEFINED TERMS**

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

## **PART TWO - COPIES OF BIDDING DOCUMENTS**

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2** Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3** Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4** Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5** On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6** Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### **PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS**

- 4.1** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the



## **PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA**

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2** Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3** Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4** Bidder assumes all responsibility for checking the City's website at [www.accessfayetteville.org](http://www.accessfayetteville.org) for updates and addenda issued to this project.

## **PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES**

- 6.1** The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

## **PART SEVEN - PRICES**

- 7.1** Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2** Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3** By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

## **PART EIGHT - BID FORM**

- 8.1** Bids are due as indicated in the Advertisement for Bids.
- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

## **PART NINE - SIGNATURE ON BIDS**

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.

- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

#### **PART TEN - BID SECURITY**

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

#### **PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND**

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7** The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

## **PART TWELVE - CONTRACT TIME**

- 12.1** The number of days within which, or the dates by which the Work is to be substantially completed and also finally completed and ready for final payment is outlined in the Bid Form.

## **PART THIRTEEN - LIQUIDATED DAMAGES**

- 13.1** Provisions for liquidated damages, if any, are set forth in the Bid Form.

## **PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS**

- 14.1** Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

## **PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS**

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are pre-qualified as acceptable in the bid documents are of at least equal quality, size and specification as to what has been specified. Brands or manufacturers that are not pre-approved prior to bid deadline shall not be considered.

## **PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW**

- 16.1** A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

## **PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS**

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

## **PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS**

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and

the rejection of Bids.

- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

#### **PART NINETEEN - OPENING OF BIDS**

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

#### **PART TWENTY - CONSIDERATION OF BIDS**

- 20.1** After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2** In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3** City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

## **PART TWENTY-ONE - RIGHT TO REJECT BIDS**

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

## **PART TWENTY-TWO - AWARDING OF CONTRACT**

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

## **PART TWENTY-THREE - RETAINAGE**

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## **PART TWENTY-FOUR - SIGNING OF AGREEMENT**

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

## **PART TWENTY-FIVE - MATERIALS GUARANTY**

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

## **PART TWENTY-SIX - FAMILIARITY WITH LAWS**

- 26.1** 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 Contractor will in any way serve



to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

## **PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS**

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans with Disabilities Act.
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

## **PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED**

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

**End of Section**

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

- a. Bids shall 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 shall have experience in providing products and/or services of the same or similar nature.
- 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.

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:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. 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 Les McGaugh, 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 insure 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 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.

#### 10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

#### 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 JURISDICITON:

- 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 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. 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 not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- 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 Les McGaugh immediately via telephone (479.575.8220) or e-mail ([lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@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 procurement of roll-off or dumpster services shall be done through the City of Fayetteville's Recycling and Trash Collection Division.
- j. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail ([lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@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.

- k. 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.
  - l. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
  - m. 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 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.
  - n. 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 these 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.
26. **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 services
  - 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 invoices. Amounts in the bid shall match invoicing.

**27. ATTACHMENTS TO BID DOCUMENTS:**

- a. **Appendix I: Metal Roof and Soffit Panel Technical Specifications**



# NOLAND WASTEWATER TREATMENT FACILITY REROOF

FAYETTEVILLE, ARKANSAS

PROJECT MANUAL

PSW PROJECT: 843A

## CONSTRUCTION DOCUMENTS

ISSUE: DECEMBER 20, 2018



### LITTLE ROCK

2222 Cottondale Lane  
Suite 100  
Little Rock, AR 72202  
501.378.0878

### FAYETTEVILLE

509 W. Spring St.  
Suite 150  
Fayetteville, AR 72701  
479.444.0473

[polkstanleywilcox.com](http://polkstanleywilcox.com)

ARCHITECT

**Polk Stanley Wilcox Architects**



**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Work described in this section includes pre-formed metal roofing and soffit panel system complete with clips, perimeter and penetration flashing, closures, gutters, and downspouts.

**1.3 DEFINITIONS**

- A. American Architectural Manufacturer Association (AAMA):
  - 1. AAMA 501.1-05: Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
  - 2. AAMA 621-96: Voluntary/Standard Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates
- B. American Iron and Steel Institute (AISI):
  - 1. S100-07: 2007 Edition of the North American Specification for the Design of Cold-Formed Steel Structural Members.
- C. American Society of Civil Engineers (ASCE):
  - 1. ASCE 7-05: Minimum Design Loads for Buildings and Other Structures.
- D. American Society for Testing and Materials (ASTM):
  - 1. A653-03: Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 2. A755-03: Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
  - 3. A792-03: Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
  - 4. B209-02a: Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
  - 5. D1056-00: Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
  - 6. D3575-00e1: Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
  - 7. E1514-98(2003) Standard Specification for Structural Standing Seam Steel Roof Panels.
  - 8. E1592-01: Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
  - 9. E1637-98(2003) Standard Specifications for Structural Standing Seam Aluminum Roof Panel Systems.
  - 10. E1646-95(2003): Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
  - 11. E1680-95(2003): Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
  - 12. E1886-02: Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Storm Shutters Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.

13. E1996-09 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.
14. E2140-01: Standard Test Method for Water Penetration of Metal Roof Panels Systems by Static Water Pressure Head.
- E. Factory Mutual Approvals (FM):
  1. FM 4471, August 1995: Approval Standard for Class I Panel Roofs.
- F. Florida Building Code (FBC):
  1. TAS 114-95.1: Test Procedure for Roof Assemblies in High Velocity Hurricane Jurisdiction.
  2. TAS 100-95: Test Procedure for Wind and Wind Driven Rain Resistance of Discontinuous Roof.
  3. TAS 201-95.1: Impact Test Procedures.
  4. TAS 203-95.1: Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
  1. Architectural Sheet Metal Manual, 6th edition.
- H. Underwriters Laboratory (UL):
  1. UL 580, 4<sup>th</sup> Ed.: Standard for Tests for Uplift Resistance of Roof Assemblies.
  2. UL 790, 7<sup>th</sup> Ed.: Standard for Tests for Fire Resistance of Roof Covering Materials.
- I. National Association of Architectural Metal Manufacturers (NAAMM)
  1. Metal Finishes Manual for Architectural and Metal Products

#### **1.4 DESIGN AND PERFORMANCE CRITERIA.**

- A. Thermal Expansion and Contraction.
  1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, or reducing performance ability.
  2. The design temperature differential shall be not less than 220 degrees Fahrenheit.
  3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
- B. Uniform Wind Uplift Load Capacity.
  1. Installed roof system shall withstand negative wind uplift pressures complying with the following criteria.
    - a. Design Code: ASCE 7, Method 2 for Components and Cladding.
    - b. Safety Factor: As determined in accordance with AISI S100 section D6.2.1, but in no instance shall the safety factor be taken to be less than 1.67 for any roof or wall zone. The provisions of Section D6.2.1a of Appendix A shall NOT be applicable for this project.
  2. The ultimate capacity of the panel system shall be determined based on performance testing in accordance with ASTM E1592. The allowable load carrying capacity shall be calculated in accordance with AISI S100 section D6.2.1, except the provisions of Section D6.2.1a of Appendix A shall NOT be applicable for this project.
- C. Uniform Positive Load Capacity.
  1. Uniform positive load capacity shall be determined in accordance with AISI S100.
  2. The installed roof system shall be capable of resisting each of the following positive uniform roof loads: Roof Live Load of 20 psf.
  3. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.

- D. Wind Uplift Classification: The panel system shall be listed as a Class 90 windstorm rated system, as determined by UL 580.
- E. Fire Resistance Classification: The panel system shall be listed as a Class A Roof Covering, as determined by UL 790.
- F. Air infiltration: The panel system shall be tested in accordance with ASTM E1680, and meet or exceed the following performance requirements:

<u>Pressure</u>	<u>Area Leakage Rate</u>
1.57 PSF	0.0030 cfm/sq.ft.
6.24 PSF	0.0045 cfm/sq.ft.
20.0 PSF	0.0060 cfm/sq.ft.

- G. Static air pressure water infiltration: The panel system shall be tested in accordance with ASTM E1646, and meet or exceed the following performance requirements:

<u>Pressure</u>	<u>Result</u>
6.2 Gal/Hr per S.F. and Static Air Pressure of 20.0 psf for 15 minutes	No Leakage

- H. Static water pressure head water infiltration.
1. The panel system shall be tested in accordance with ASTM E2140, and pass with no leakage. The test specimen must include a panel end lap condition and successfully withstand being submerged under 6" of water for 6 hours.
  2. The panel system shall be tested in accordance with the FBC TAS 114 Appendix G, and pass with no leakage. The test specimen must successfully withstand being submerged under 6" of water for 168 hours.
- I. Dynamic pressure water penetration.
1. The panel system shall be tested in accordance with AAMA 501.1, and pass with no water penetration, other than condensation, when exposed to 8" per hour of dynamic rain and 70 mph wind velocities for not less than five (5) minutes duration.
  2. The panel system shall be tested in accordance with FBC TAS 100, and pass with no water penetration, other than condensation, when exposed to 8.8" per hour of dynamic rain and 110 mph wind velocities for not less than five (5) minutes duration.
- J. Missile Impact Test and Cyclic Wind Pressure Test.
1. The panel system shall be tested in accordance with ASTM E1886. The tested system shall be of identical profile and material type as the specified panel for this project; thicker gauge and/or narrow width panels than those tested will be acceptable. The anchor clip spacing for this project shall be based on E1592 requirements, but shall not exceed that of the E1886 test report.
  2. The panel system shall be tested in accordance with FBC Test Protocols TAS 201 and TAS 203. The tested system shall be of identical profile and material type as the specified panel for this project; thicker gauge and/or narrow width panels than those tested will be acceptable. The anchor clip spacing for this project shall be based on E1592 requirements, but shall not exceed that of the TAS 201 test reports.
- K. Class I Panel Rating: The specified panel system shall be listed as a Class I Panel Roof, in accordance with FM 4471. The tested system shall be identical to the specified panel for this project with regard to profile, gauge, width, and material. The anchor clip spacing for this project name shall be based on E1592 requirements, but the clip spacing for roof zone 1 shall not exceed that of the FM 4471 test reports.

## **1.5 SUBMITTALS.**

- A. Shop drawings: Show roof panel system with flashings and accessories in plan view; sections and details. Include metal thicknesses and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Shop drawings to be prepared by metal roof panel manufacturer and sealed by a professional engineer registered in the state of the project location.
- B. Financial Certification: Provide the building owner with a signed and notarized (sealed) affidavit by an officer of the panel system manufacturer which confirms a current minimum corporate asset-to-liability ratio of not less than 3:1 for the panel manufacturer, or its parent corporation. Financial support information and affidavit must be dated within 30 days prior to the product submittal.
- C. Design Test Reports.
  - 1. Submit copies of design test reports for each of the performance testing standards listed in specification article 1.4.
  - 2. Test reports shall be performed by independent, accredited testing laboratories, and shall bear the seal of a registered professional engineer.
- D. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification article 1.10.
- E. Samples.
  - 1. Submit sample of panel section, at least 6" x 6" showing seam profile and also a sample of color selected.
  - 2. Submit sample of panel clip, gable clip, batten seam cap with sealant, and preformed metal and foam closures.

## **1.6 QUALITY CRITERIA/INSTALLER QUALIFICATIONS.**

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of three (3) years experience specializing in the installation of structural standing seam metal roof systems.
- B. Contractor must be certified by manufacturer specified as a supplier of standing seam system and obtain written certification from manufacturer that installer is approved for installation of the specified system.
- C. Successful contractor must obtain all components of roof system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- D. Fabricator/Installer shall submit work experience and evidence of adequate financial responsibility. Architect reserves the right to inspect fabrication facilities in determining qualifications.

## **1.7 DELIVERY, STORAGE, AND HANDLING.**

- A. Inspect materials upon delivery.
- B. Handle materials to prevent damage.
- C. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from any debris.

## **1.8 PROJECT CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed according to manufacturer's written instructions and warranty requirements.
- B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

## **1.9 COORDINATION**

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal roof panels with rain drainage work, flashing, trim, and construction of decks, purlins, rafters, parapets, walls, and other adjoining work to provide a leak proof, secure, and noncorrosive installation.

## **1.10 WARRANTIES**

- A. Endorse and forward to owner the following warranties:
  - 1. Manufacturer's standard 20 year roof system weathertightness warranty, jointly signed by the installer and manufacturer. The warranty shall not place any limitations on wind speed, up to a maximum design wind speed as given in Article 1.4 of this specification.
  - 2. Manufacturer's standard 20 year finish warranty covering checking, crazing, peeling, chalking, fading, and adhesion of the prepainted sheet metal materials.
  - 3. Installer's 3 year warranty covering roof panel system installation and watertightness.
- B. Warranties shall commence on date of substantial completion.

## **PART 2 - PRODUCTS**

### **2.1 ROOF PANEL MATERIALS**

- A. Painted, metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A755/A755M.
  - 1. Recycled Content: Provide steel sheet with average recycled content such that postconsumer recycled content plus one-half of preconsumer recycled content is at least 70 percent.
  - 2. 22 gauge, Zinc-Coated (Galvanized) Steel Sheet, as per ASTM A653: Z275 coating designation; structural quality, grade 40 ksi (275 MPa).
  - 3. Texture: Smooth surface.
  - 4. Exposed Coil-Coated Finish:
    - a. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Manufacturers' approved applicator to prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - b. Coating system shall provide nominal 1.0 mil (0.025 mm) dry film thickness, consisting of primer and color coat.
    - c. Color to be chosen from manufacturer's standard line.
  - 5. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).
- B. Panel Sealants:
  - 1. Seam Cap Sealant: Factory applied hot melt, high viscosity, pressure sensitive adhesive with high heat resistance.

2. Sealant Tape: Non-curing, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1-inch- (13-mm-) wide and 1/16-inch- (3-mm-) thick.
3. Exposed Sealant: ASTM C 920; elastomeric tripolymer, polyurethane, or other advanced polymer sealant; of type, grade, class, and use classifications required to seal joints in metal roof panels and remain weathertight; and as recommended in writing by metal roof panel manufacturer.
4. Concealed Sealant: ASTM C 1311: Butyl-Based, Solvent-Release, One-Part Sealant.

## **2.2 MISCELLANEOUS MATERIALS**

- A. Concealed fasteners: Corrosion resistant steel screws, #10 minimum diameter x length appropriate for substrate, hex washer head or pancake head. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.

## **2.3 STANDING-SEAM METAL ROOF UNDERLAYMENT MATERIALS**

- A. Self-Adhering with reinforcing scrim, High-Temperature Sheet: 50 mil thick minimum, consisting of slip-resisting top surface laminated to SBS-modified asphalt adhesive, with release-paper backing; cold applied.
  1. Thermal Stability: Stable after testing at 250 deg F; ASTM D 1970.
  2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.
  3. Seams shall be lapped in accordance with manufacturer's recommendations.
  4. Underlayment shall be approved for 90 days (minimum) of exposure to UV and weather penetrations.
  5. Products: Subject to compliance with requirements, provide one of the following:
    - a. Aqua Block 50 by IMETCO of Norcross, GA.
    - b. Alternates must meet all performance criteria set forth herein.

## **2.4 ROOF PANELS**

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats and accessories required for weathertight installation.
  1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
  2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.
- B. Vertical-Rib, Standing-Seam Metal Roof Panels with separate mechanically field crimped batten seam cap: Formed with vertical ribs at panel edges, pencil beads and an intermediate stiffening rib symmetrically spaced between ribs; designed for 2-direction installation by mechanically attaching panels to supports using concealed clips located under one side of panels and engaging opposite edge of adjacent panels, attaching a separate batten seam cap and mechanically seaming panels together.
  1. Basis-of-Design System: Panel shall be IMETCO Series 300 (S300) roof panel system as manufactured by Innovative Metals Company, Inc. (IMETCO), Norcross, Georgia, telephone 1-800-646-3826, or approved equal.

Acceptable Alternate Manufacturers include:

- 1) Berridge Tee-Lock Panel

- 2) Centria SRS3 Structural Roof Panel
  - 3) Morin Symmetry Roof Series
  - 4) McElroy 238T Symmetrical Panel
2. Material: Zinc-coated (galvanized) steel sheet.
  3. Characteristics:
    - a. The same panel profile from a single manufacturer shall be used for ALL standing seam roof areas.
    - b. Configuration: Standing seams incorporating mechanically interlocked, concealed anchor clips which allow unlimited thermal movement.  
 Profile of panel shall be a flat panel with no ribs.
      - 1) Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required and approved by architect) and trim details (as per manufacturer's guidelines).
      - 2) Panels must be furnished in continuous lengths from ridge to eave with no overlaps unless approved by architect.
      - 3) Curved panels shall be mechanically curved to the exact radius of each curved roof area. Panels may be mechanically curved in the factory or on site. Curving must be performed with the panel manufacturer's curving machine and operated by the manufacturer's full time trained and experienced technician. Flat panels conformed to the roof shape are not acceptable and will be rejected.
      - 4) Tapered Panels: Tapered panels shall be factory formed from a single piece of metal. Tapered panels formed from multiple pieces of joined metal are unacceptable.
    - c. Seam must be 2-3/8" (60 mm) minimum height for added strength for negative pressures and must have symmetrical design. Integral, asymmetrical seams are not acceptable.
    - d. Site Formed Panels: Bidder will not be allowed to supply panels formed at the job-site on portable rollformers; metal panels must be factory pre-manufactured and engineered for this project.
    - e. Site Formed Panels: Panels in excess of shippable length shall be formed on-site. Site formed panels shall meet each of the following requirements:
      - 1) Panels shall be formed on heavy duty factory type rollformers with no fewer than 16 forming stations to improve quality and minimize oil canning.
      - 2) Panels shall be of identical profile and characteristics as factory formed panels and specimens used as the basis of performance tests.
      - 3) Sealant shall be factory applied in a separate factory formed snap on cap. Site/field applied seam sealant is unacceptable. Seam caps may be shipped in 45 feet (11.4 m) or less length and lap spliced over full length panels in accordance with manufacturer's system details.
      - 4) Site rollforming equipment shall be owned and maintained by the panel manufacturer and operated by the panel manufacturer's trained full time experienced technician. The installer must provide additional personnel to handle raw materials and finished product as necessary.
    - f. Tapered Roof Panels: The panels shall be factory formed from a single sheet of metal. Tapered panels from multiple sheets of joined metal are not acceptable.
    - g. Concealed Standard Anchor Clips: Clips must be 16 gauge (1.4 mm) galvanized steel ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
      - 1) Two-piece clips are NOT acceptable.



- 2) Clip design must isolate sealant in panel cap from clip to insure that no sealant damage occurs from the clip during expansion and contraction.
- 3) Clip must maintain a clearance of a minimum of 3/8" (9.5 mm) between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
- h. Seam cap: Snap-on cap shall be a minimum of 1-inch- (25-mm-) wide "T" shaped of continuous length up to 45 feet (11.4 m) according to job conditions and field seamed by means of manufacturer's standard seaming machine.
  - 1) Cap shall be designed to receive two (2) beads of hot applied, high viscosity, pressure sensitive adhesive with high heat resistance during manufacturing which will not come in contact with the anchor clip.
  - 2) In all cases, seam caps shall be factory formed to insure quality and precision in the process of sealant application.
- i. Standing Seam Panel Width: 12"
- j. Stiffening ribs: None
- k. Replaceability: Panels shall be of a symmetrical design with mechanically seamed cap configuration such that individual panels may be removable for replacement without removing adjacent panels and installation may proceed in both directions simultaneously.
- l. Panel ends shall be folded up 90 degrees at ridge, headwall, and hip conditions, where applicable. No metal shall be cut or otherwise perforated at the folded end.

## 2.5 ACCESSORIES

- A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
  1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.
  2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips meeting ASTM D1056 and/or D3575; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
  3. Gable anchor clips: 16 gauge (1.4 mm) galvanized steel.
- B. Flashing and Trim: Formed from same material and gauge as roof panels, prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.

- C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 10-foot- (3-m-) long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced per SMACNA's recommendation based on gauge and stretch-out, fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match roof fascia and rake trim.
- D. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- (3-m-) long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual". Finish downspouts to match gutters.
  - 1. Downspout Brackets: Where detailed, surface mounted downspout protection guards shall be fabricated from ¼-inch- (6-mm-) thick formed aluminum, and shall be post-painted with a matching full-strength 70 percent PVDF finish and warranted by the panel manufacturer for same term as specified for material finishes.

## **2.6 FABRICATION**

- A. Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal roof batten seam cap with factory-installed hot melt, high viscosity, pressure sensitive adhesive with high heat resistance, in a manner that will seal weathertight.
- D. Form flashing components from full single width sheet in minimum 10'-0" (3 m) sections. Provide mitered corners, joined using closed end pop rivets and butyl-based, solvent released one-part sealant.
- E. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Sealed Joints: Form nonexpanding but movable joints in metal to accommodate butyl-based sealant to comply with SMACNA standards.
  - 3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  - 4. Fabricate cleats and attachment devices of size and metal thickness recommended by SMACNA's "Architectural Sheet Metal Manual" or by metal roof panel manufacturer for application, but not less than thickness of metal being secured.

## **2.7 METAL SOFFIT PANELS**

- A. General: Provide factory-formed metal soffit panels designed to be field assembled by interlocking seams and incorporating concealed fasteners.
- B. Concealed fastener, interlocking flush seam soffit panels.
  - 1. Panel shall be IMETCO SP soffit panel system as manufactured by Innovative Metals Company, Inc. (IMETCO), Norcross, Georgia, telephone 1-800-646-3826, or approved equal.

Acceptable Alternate Manufacturers include:

- 1) Berridge
- 2) Centria
- 3) Morin
- 4) McElroy

2. Material: Aluminum sheet, 0.032 inch thick.

3. Characteristics.

- a. Fabrication: Panels shall be factory formed from specified metal.
  - b. The standard profile shall be shall have one (1) vee groove in the center of the pan, and shall have side seams that simulation a vee groove when panels are joined together.
  - c. Panel orientation: Perpendicular to wall.
  - d. Configuration: Panel shall be 12-inches- (305-mm) wide nominal, with interlocking seams incorporating concealed fasteners.
  - e. Panel Depth (Concealed Leg Height): 3/8 inch (9.5 mm), nominal.
  - f. Panel Ventilation.
    - 1) Provide vented panels with a minimum free open air flow of 3% for those panels which are vented.
  - g. Panel length: Up to 12 feet (3.6 m) maximum recommended length.
- C. Flashing and Trim: Formed from same material and gauge as soffit panels, prepainted with coil coating. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, head, sill, corners, jambs, framed openings, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal soffit panels.

## **2.8 FINISHES**

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal roof panel supports, and other conditions affecting performance of the Work.
- B. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.

- C. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
- D. Examine roughing-in for components and systems penetrating metal roof panels to verify actual locations of penetrations relative to seam locations of metal roof panels before metal roof panel installation.
- E. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.
- B. Substrate Board: Existing substrate to remain. Replace substrate board where existing substrate is damaged. Attach with substrate-board fasteners.
  - 1. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
  - 2. Comply with UL requirements for fire-rated construction.
- C. Miscellaneous Framing: Install subpurlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.
  - 1. Soffit Framing: as required to comply with requirements for assemblies indicated
- D. Establish straight, side and crosswise benchmarks
- E. Use proper size and length fastener for strength requirements. Approximately 5/16 inch (8 mm) is allowable for maximum fastener head size beneath the panel.
- F. Rectangular roofs shall be checked for square and straightness. Gable ends may not be straight; set a true line for the gable clips and flashing with string line.
- G. Measure the roof lengthwise to confirm panel lengths, overhangs, coverage of flashings at eaves and ridges and verify clearances for thermal movement.

### **3.3 STANDING SEAM METAL ROOF PANEL INSTALLATION**

- A. All details will be shown on in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Directly over the completed roof substrate, install one piece clips. All anchor clips will be set on 16 gauge (1.5 mm) galvanized pre-punched bearing plates to distribute the loads on the board insulation.
- C. Installation of Roof Panels: Roof panels can be installed by starting from one end and working towards the opposite end. Due to the symmetrical design of the specified panel system, it is also acceptable to start from the middle of the roof and work toward each end.
  - 1. A stainless steel rivet shall be secured through the anchor reveal of the panel leg and extend into the arms of the panel clip located at the ridge of the system. This is done at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.
    - a. Be sure to capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
    - b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.

- c. The seam caps shall be shipped with two (2) beads of factory applied hot melt sealant located inside the caps. To install the caps, hook one side of the cap over the panel edge and rotate over the opposite panel leg. For ease of installation, start at one end of the panel and work toward the opposite end.
  - d. A hand crimping tool is used to crimp the cap around the top of two adjacent panels.
  - e. Caps shall then be permanently seamed with manufacturers mechanical seamer.
- D. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- E. Limit exposed fasteners to extent indicated on contract drawings.
- F. Seal laps and joints in accordance with roofing system manufacturer's product data.
- G. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
- H. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- I. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- J. At joints in linear sheet metal items, set sheet metal items in two ¼-inch- (6-mm-) beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- K. Remove damaged work and replace with new, undamaged components.
- L. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- M. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

### **3.4 METAL SOFFIT PANEL INSTALLATION**

- A. All details will be shown on in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Directly over the completed soffit substrate, fasten the female flange of the panel. All panels will be fastened into the structural soffit sheathing or metal furring channels at 24-inches (600-mm) on center, maximum.
- C. Installation of Soffit Panels: Panels can be installed by starting from one end and working towards the opposite end. Panels shall be oriented perpendicular to the wall. At reflected ceiling inside and outside corners, soffit panels shall be field cut at a mitered angle to fit, and finished with "T-shaped" trim back-to-back "J-shaped" trim.
- D. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- E. Limit exposed fasteners to extent indicated on contract drawings.
- F. Seal laps and joints in accordance with soffit panel system manufacturer's product data.
- G. Coordinate flashing and sheet metal work to provide weathertight conditions at soffit terminations. Fabricate and install in accordance with standards of SMACNA Manual.

- H. Provide for temperature expansion/contraction movement of panels at penetrations and soffit or overhang mounted equipment in accordance with system manufacturer's product data and design calculations.
- I. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- J. At joints in linear sheet metal items, set sheet metal items in two ¼-inch- (6-mm-) beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- K. Remove damaged work and replace with new, undamaged components.
- L. Touch up exposed fasteners using paint furnished by the panel manufacturer and matching exposed panel surface finish.
- M. Clean exposed surfaces of soffit panels and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

### **3.5 ERECTION TOLERANCES**

- A. Installation Tolerances: Shim and align metal roof panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### **3.6 FIELD QUALITY CONTROL**

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect metal roof panel installation, including accessories. Report results in writing.
- B. Remove and replace applications of metal roof panels where inspections indicate that they do not comply with specified requirements.
- C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### **3.7 CLEANING**

- A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal roof panel installation, clean finished surfaces as recommended by metal roof panel manufacturer. Maintain in a clean condition during construction.
- B. Replace metal roof panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

### **END OF SECTION**

GENERAL DEMOLITION NOTES

- DEMOLITION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INTEGRITY OF BUILDING ENVELOPE DURING SELECTIVE DEMOLITION AND IS RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES AS NEEDED TO COMPLETE SCOPE AS SHOWN.
- CONTRACTOR IS TO VISIT THE JOB SITE AND BECOME FULLY ACQUAINTED WITH THE EXISTING CONDITIONS OF THE FACILITY. REVIEW THE GENERAL NOTES AND ALL OTHER TRADE DRAWINGS FOR ADDITIONAL REQUIREMENTS THAT MAY NOT BE CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS. NOTIFY ARCHITECT, ENGINEER, OR OWNER, AS SPECIFIED, OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO SUBMITTING BID.
- ANY EXISTING CONDITIONS REFLECTED HEREIN ARE FROM ORIGINAL DRAWINGS AND SITE VISITS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. FIELD VERIFY ALL EXISTING CONDITIONS AND CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER EXISTING AND EXISTING CONDITIONS.
- SEAL ALL PENETRATIONS THROUGH FLOORS, WALLS, CEILING, AND ROOF WHERE MECHANICAL/ELECTRICAL/PLUMBING COMPONENTS ARE REMOVED AND WHERE THE EXISTING PENETRATION IS NOT USED FOR THE NEW INSTALLATION.

DEMOLITION KEY NOTES

- METAL ROOF AND RELATED COMPONENTS DOWN TO EXISTING SHEATHING. REPAIR OR REPLACE DAMAGED SHEATHING. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES.
- EXISTING EXHAUST FLUE TO REMAIN. PROTECT.
- EXISTING ROOF VENT TO REMAIN. PROTECT.
- EXISTING INTEGRAL GUTTER TO BE REMOVED. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES.
- EXISTING LIGHT FIXTURE TO BE REPLACED - COORDINATE WITH OWNER FOR SCHEDULING OF INDEPENDENT ELECTRICAL CONTRACTOR.
- EXISTING METAL SOFFIT TO BE REMOVED DOWN TO EXISTING FRAMING. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES. (ALTERNATE #1)
- EXISTING METAL DOWNPOUT TO BE REMOVED. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES. (ALTERNATE #1)
- EXISTING METAL PANEL FLASH TO BE REMOVED DOWN TO SHEATHING. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES.
- EXISTING LOWER TO REMAIN. PROTECT.
- EXISTING EXHAUST VENTS AND ASSOCIATED STEEL TOWER SUPPORT TO BE REMOVED. REMOVE OR DISCONNECT REMAINING EXHAUST. COORDINATE WITH OWNER FOR SCHEDULING OF WORK. PREPARE AREA FOR FUTURE WORK.
- EXISTING CLERESTORY WINDOW AND ASSOCIATED FLASHING TO BE REPLACED. COORDINATE WITH OWNER FOR SCHEDULE OF INDEPENDENT GLAZING CONTRACTOR.

RECYCLING DEMOLITION & CONSTRUCTION WASTE

- A. GENERAL: RECYCLE PAPER AND REVENUE CONTAINERS USED BY ON-SITE WORKERS.
- B. RECYCLING INCENTIVES: REVENUES, SAVINGS, REBATES, TAX CREDITS, AND OTHER INCENTIVES RECEIVED FOR RECYCLING WASTE MATERIALS SHALL ACCRUE TO OWNER.
- C. PROCEDURES: SEPARATE RECYCLABLE WASTE FROM OTHER WASTE MATERIALS, TRASH, AND DEBRIS. DISPOSE OR SEPARATE WASTE TO FACILITATE RECYCLING OF DISPARATE COMPONENTS. SEPARATE RECYCLABLE WASTE BY TYPE AT PROJECT SITE TO THE EXTENT PRACTICAL TO FACILITATE A HIGH RATE OF SUCCESSFUL RECYCLING.
1. PROVIDE APPROPRIATELY MARKED CONTAINERS OR BINS FOR CONTROLLING RECYCLABLE WASTE UNTIL THEY ARE REMOVED FROM PROJECT SITE. INCLUDE LIST OF ACCEPTABLE AND UNACCEPTABLE MATERIALS AT EACH CONTAINER AND BIN.
- a. INSPECT CONTAINERS AND BINS FOR CONTENTS AND REMOVE INAPPROPRIATE MATERIALS IF FOUND.
- b. PROTECT FROM CONTAMINATION OR CORROSION THAT WOULD DETER RECYCLABILITY. LIKE MOISTURE, DIRT, ADHESIVES AND GREASE.
- c. STORE COMPONENTS OFF THE GROUND AND PROTECT FROM THE WEATHER AND WIND/BLOWN DUST.
- d. REMOVE RECYCLABLE WASTE OFF OWNERS PROPERTY AND TRANSPORT TO RECYCLING RECEIVER OR PROCESSOR.

POLK  
STANLEY  
WILCOX  
ARCHITECTS

2222 Cottondale Lane | Suite 100  
Little Rock, AR 72202  
501.378.0878 office  
501.372.7629 fax

500 W. Spring St. | Suite 150  
Fayetteville, AR 72701  
479.464.0473 office  
479.251.7216 fax

polkstanleywilcox.com



PSW Job Number:  
843A

NOLAN  
WASTEWATER  
TREATMENT  
FACILITY  
REROOF

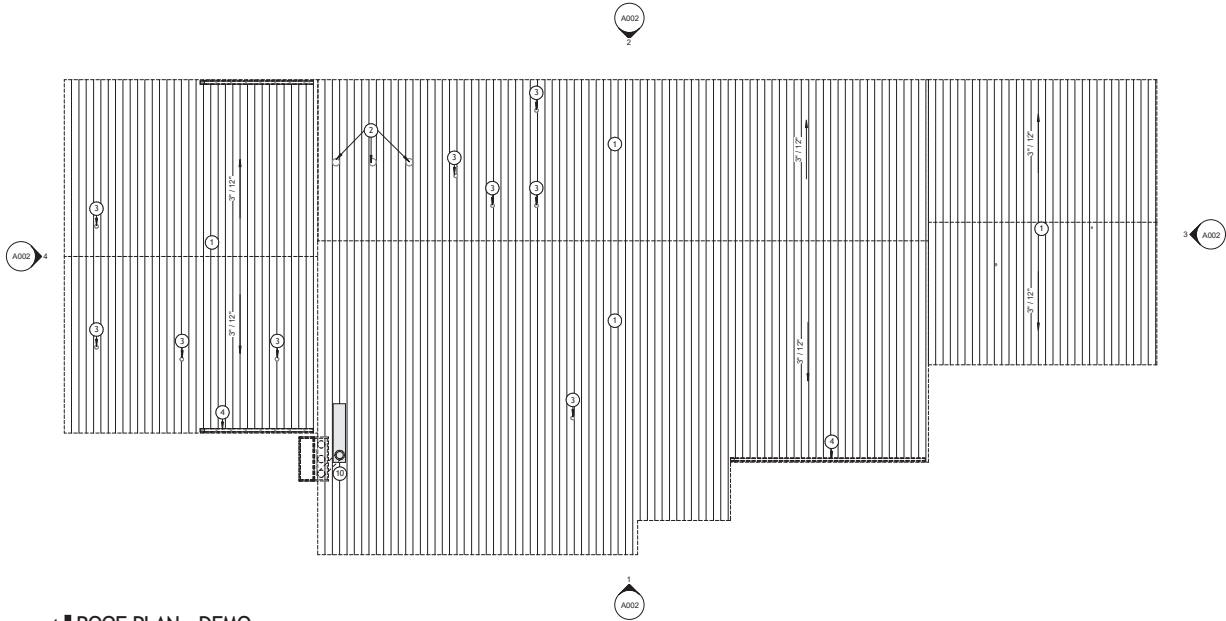
1400 NORTH FOX HUNTER  
ROAD  
FAYETTEVILLE, AR

Issue Date:  
12/20/18

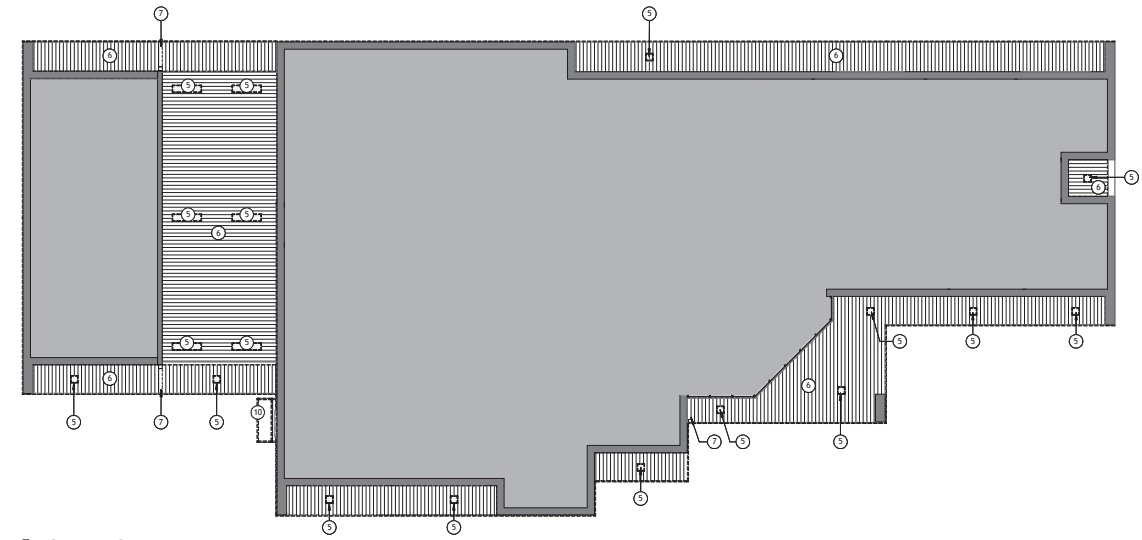
REVISIONS		
#	DATE	DESCRIPTION

Contents:  
DEMOLITION ROOF  
PLAN & RCP

A001



1 ROOF PLAN - DEMO  
1/8" = 1'-0"



2 RCP DEMO  
1/8" = 1'-0"

## GENERAL DEMOLITION NOTES

- DEMOLITION CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INTEGRITY OF BUILDING ENVELOPE DURING SELECTIVE DEMOLITION AND IS RESPONSIBLE FOR COORDINATING WITH UTILITY COMPANIES AS NEEDED TO COMPLETE SCOPE AS SHOWN. CONTRACTOR IS TO VISIT THE JOB SITE AND BECOME FULLY ACQUAINTED WITH THE EXISTING CONDITIONS OF THE FACILITY. REVIEW THE GENERAL NOTES AND ALL OTHER TRADE DRAWINGS FOR ADDITIONAL REQUIREMENTS THAT MAY NOT BE CALLED OUT IN THIS PORTION OF THE CONSTRUCTION DOCUMENTS. NOTIFY ARCHITECT, ENGINEER, OR OWNER, AS SPECIFIED, OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO SUBMITTING BID. ANY EXISTING CONDITIONS REFLECTED WERE TAKEN FROM ORIGINAL DRAWINGS AND SITE VISITS AND MAY NOT REFLECT EXACT "AS-BUILT" CONDITIONS. FIELD VERIFY ALL EXISTING CONDITIONS AND CAREFULLY COORDINATE NEW WORK AND DEMOLITION WITH ALL OTHER ENCLINES AND EXISTING CONDITIONS.
- SEAL ALL PENETRATIONS THROUGH FLOORS, WALLS, CEILING, AND ROOF WHERE MECHANICAL/ELECTRICAL/PLUMBING COMPONENTS ARE REMOVED AND WHERE THE EXISTING PENETRATION IS NOT USED FOR THE NEW INSTALLATION.

## DEMOLITION KEY NOTES

- METAL ROOF AND RELATED COMPONENTS DOWN TO EXISTING SHEATHING. REPAIR OR REPLACE DAMAGED SHEATHING. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES.
- EXISTING EXHAUST FLUE TO REMAIN. PROTECT.
- EXISTING ROOF VENT TO REMAIN. PROTECT.
- EXISTING INTEGRAL GUTTER TO BE REMOVED. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES.
- EXISTING LIGHT FIXTURE TO BE REPLACED - COORDINATE WITH OWNER FOR SCHEDULING OF INDEPENDENT ELECTRICAL CONTRACTOR.
- EXISTING METAL SOFFIT TO BE REMOVED DOWN TO EXISTING FRAMING. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES. (ALTERNATE #1)
- EXISTING METAL DOWNPOUT TO BE REMOVED. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES. (ALTERNATE #1)
- EXISTING METAL PANEL FASCIA TO BE REMOVED DOWN TO SHEATHING. RECYCLE PER "RECYCLING DEMOLITION AND CONSTRUCTION WASTE" PROCEDURES.
- EXISTING LOUVER TO REMAIN. PROTECT.
- EXISTING EXHAUST VENTS AND ASSOCIATED STEEL TOWER SUPPORT TO BE REMOVED. REMOVE OR DISCONNECT REMAINING EXHAUST. COORDINATE WITH OWNER FOR SCHEDULING OF WORK. PREPARE AREA FOR FUTURE WORK.
- EXISTING CLERESTORY WINDOW AND ASSOCIATED FLASHING TO BE REPLACED. COORDINATE WITH OWNER FOR SCHEDULE OF INDEPENDENT GLAZING CONTRACTOR.

## RECYCLING DEMOLITION & CONSTRUCTION WASTE

- GENERAL: RECYCLE PAPER AND RECYCLABLE CONTAINERS USED BY ON-SITE WORKERS.
- RECYCLING INCENTIVES: REVENUES, SAVINGS, REBATES, TAX CREDITS, AND OTHER INCENTIVES RECEIVED FOR RECYCLING WASTE MATERIALS SHALL ACCRUE TO OWNER.
- PROCEDURES: SEPARATE RECYCLABLE WASTE FROM OTHER WASTE MATERIALS, TRASH, AND DEBRIS. DISPOSE IN SEPARATE WASTE TO FACILITATE RECYCLING OF DISPARATE COMPONENTS. SEPARATE RECYCLABLE WASTE BY TYPE AT PROJECT SITE TO THE EXTENT PRACTICAL TO FACILITATE A HIGH RATE OF SUCCESSFUL DIVERSION.
  - PROVIDE APPROPRIATELY MARKED CONTAINERS OR BINS FOR CONTROLLING RECYCLABLE WASTE UNTIL THEY ARE REMOVED FROM PROJECT SITE. INCLUDE LIST OF ACCEPTABLE AND UNACCEPTABLE MATERIALS AT EACH CONTAINER AND BIN.
    - INSPECT CONTAINERS AND BINS FOR CONTENTS AND REMOVE INAPPROPRIATE MATERIALS IF FOUND.
    - PROTECT FROM CONTAMINATION OR CORROSION THAT WOULD DETER RECYCLABILITY, LIKE MOISTURE, OIL, ADHESIVES AND GREASE.
    - STORE COMPONENTS OFF THE GROUND AND PROTECT FROM THE WEATHER AND WIND/BLOWN DUST.
    - REMOVE RECYCLABLE WASTE OFF OWNERS PROPERTY AND TRANSPORT TO RECYCLING RECEIVER OR PROCESSOR.

**POLK  
STANLEY  
WILCOX**  
ARCHITECTS

2222 Cottondale Lane | Suite 100  
Little Rock, AR 72202  
501.378.0878 office  
501.372.7629 fax

500 W. Spring St. | Suite 150  
Fayetteville, AR 72701  
479.464.0473 office  
479.251.7216 fax

polkstanleywilcox.com



PSW Job Number:  
843A

**NOLAND  
WASTEWATER  
TREATMENT  
FACILITY  
REEROOF**

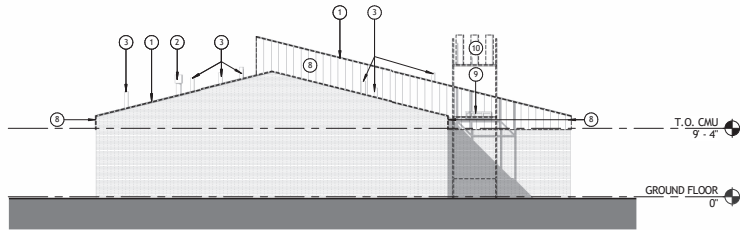
1400 NORTH FOX HUNTER  
ROAD  
FAYETTEVILLE, AR

Issue Date:  
12/20/18

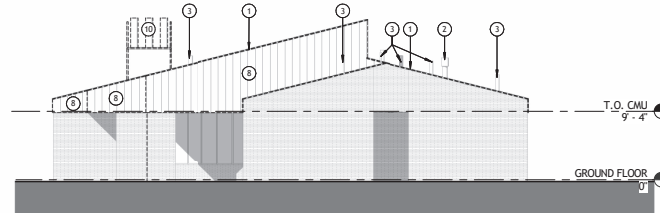
REVISIONS  
# DATE DESCRIPTION

Contents:  
DEMOLITION  
ELEVATIONS

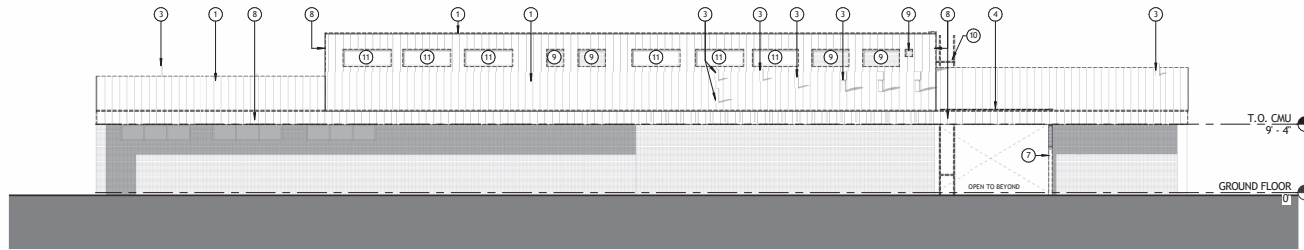
A002



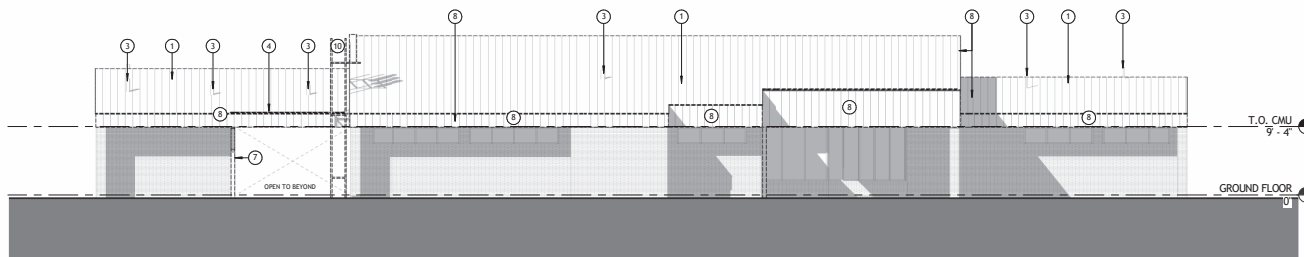
**4 NORTH ELEVATION DEMO**  
1/8" = 1'-0"



**3 SOUTH ELEVATION DEMO**  
1/8" = 1'-0"



**2 EAST ELEVATION DEMO**  
1/8" = 1'-0"



**1 WEST ELEVATION DEMO**  
1/8" = 1'-0"



## PLAN SYMBOLS LEGEND

	COLUMN GRID
	DOOR TAG
	ROOM NAME
	ROOM AREA
	PARTITION TAG
	ELEVATION KEY
	WALL SECTION KEY
	DETAIL CALLOUT

## GENERAL NOTES

- ALL DIMENSIONS ARE TO CENTERLINE, FACE OF STUD, FACE OF GLASSING SYSTEM, EDGE OF MAJOR OPENING, EXISTING STRUCTURAL GRADLINE, OR FACE OF EXISTING FINISH UNLESS OTHERWISE NOTED.
- DIMENSIONS FOR RAMP AND CURVED ELEMENTS PROVIDED FOR CONVENIENCE, REFER TO CONTROL POINTS FOR ALL DIMENSIONS. CONTRACTOR TO FIELD VERIFY AND CONFIRM ALL DIMENSIONS.
- PROVIDE SHOP DRAWINGS SHOWING ALL COMPONENTS AND INFORMATION. APPROVED SUBMITTAL REQUIRED PRIOR TO PURCHASING EXISTING COMPONENTS TO BE ADAPTED AND/OR RELOCATED AS NECESSARY. COORDINATE WITH ARCHITECT.
- PROVIDE NEW MATERIALS WHERE DAMAGED OR AT CONTRACTOR'S OPTION.
- ALL METAL DOOR FRAMES TO BE PAINTED TO MATCH THE ADJACENT WALL COLOR, UNLESS NOTED OTHERWISE.

EXISTING CONSTRUCTION TO REMAIN

## RCP LEGEND

	C1: HORIZONTAL METAL SOFFIT PANEL - NON VENTED
	C2: HORIZONTAL METAL SOFFIT PANEL - VENTED
	CEILING TAG W/ TYPE AND HEIGHT NOTATION
	RECESSED DOWNLIGHT - O.F.O.I.
	SURFACE MOUNTED LIGHTING - O.F.O.I.

PSW Job Number:  
843A

## NOLAND WASTEWATER TREATMENT FACILITY REROOF

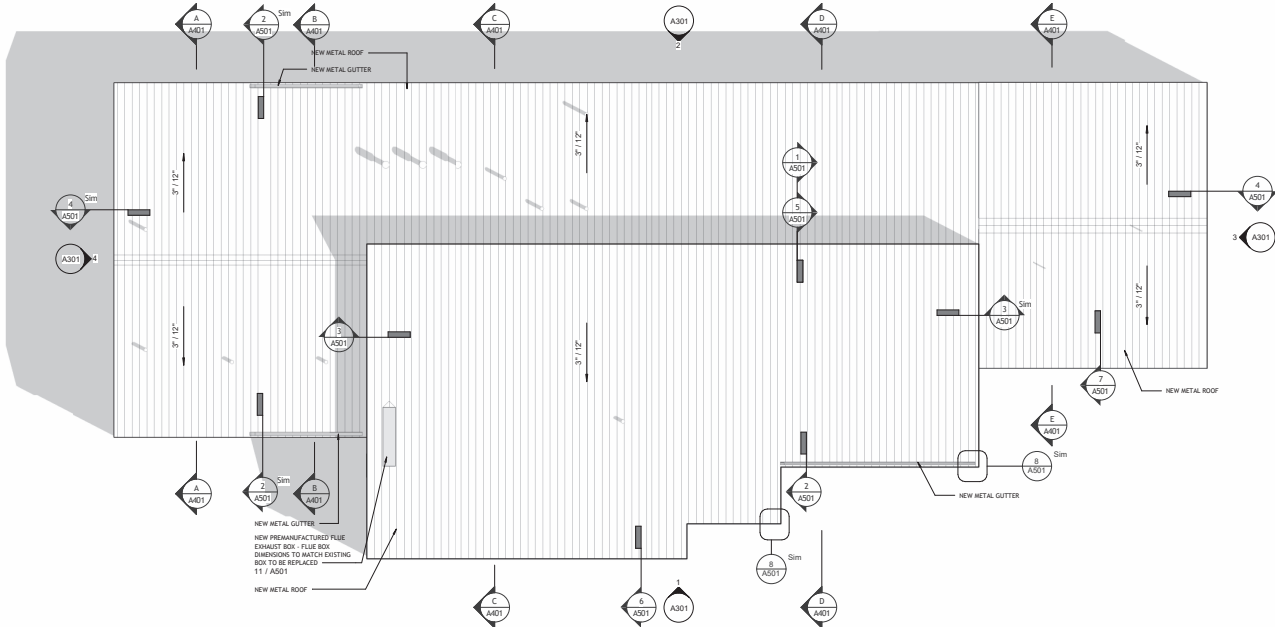
1400 NORTH FOX HUNTER ROAD  
FAYETTEVILLE, AR

Issue Date:  
12/20/18

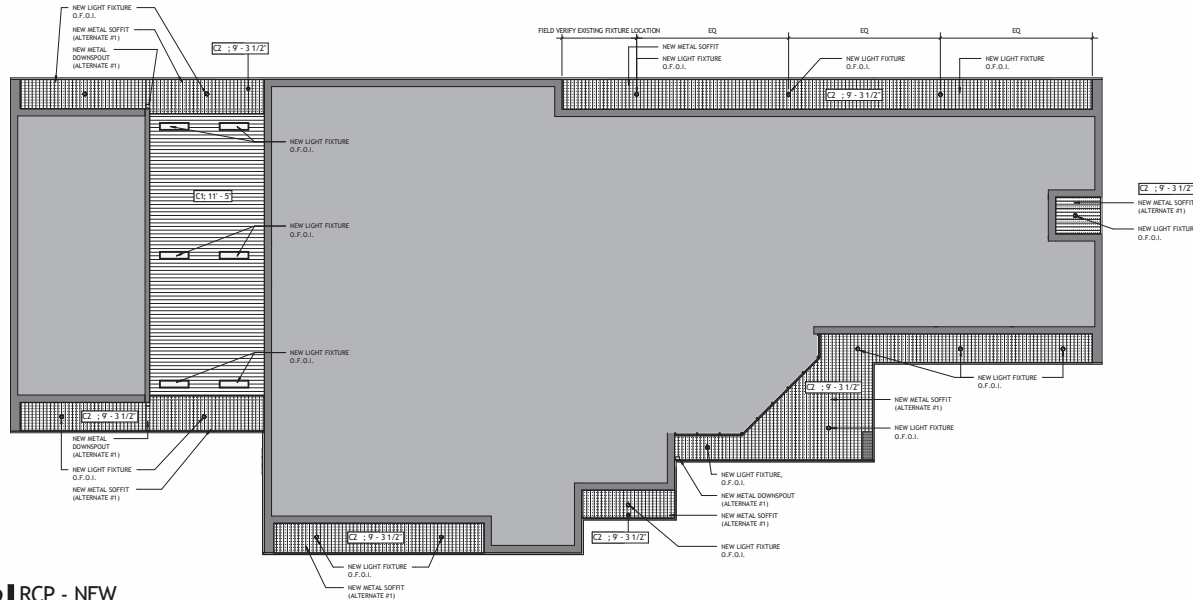
REV	DATE	DESCRIPTION
-----	------	-------------

Contents:  
NEW ROOF PLAN &  
RCP

A101



**1 ROOF PLAN - NEW**  
1/8" = 1'-0"



**2 RCP - NEW**  
1/8" = 1'-0"



PSW Job Number:  
843A

**NOLAND  
WASTEWATER  
TREATMENT  
FACILITY  
REROOF**

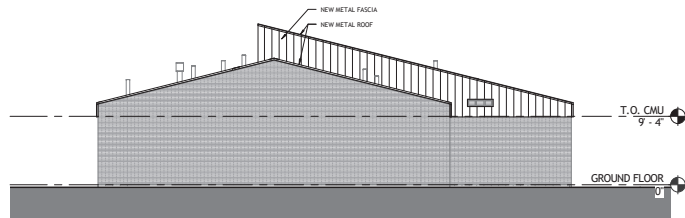
1400 NORTH FOX HUNTER  
ROAD  
FAYETTEVILLE, AR

Issue Date:  
12/20/18

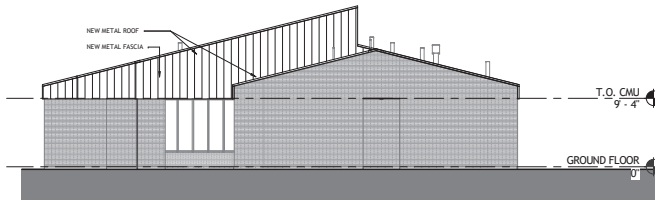
REVISIONS		
#	DATE	DESCRIPTION

Contents:  
NEW ELEVATIONS

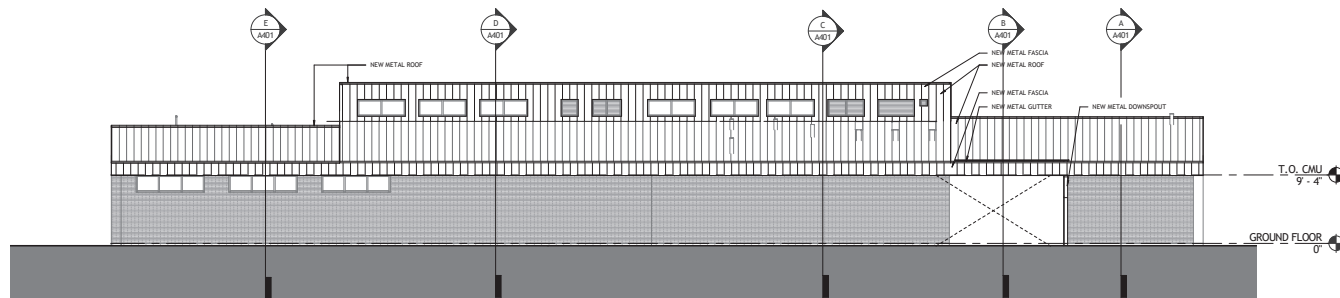
A301



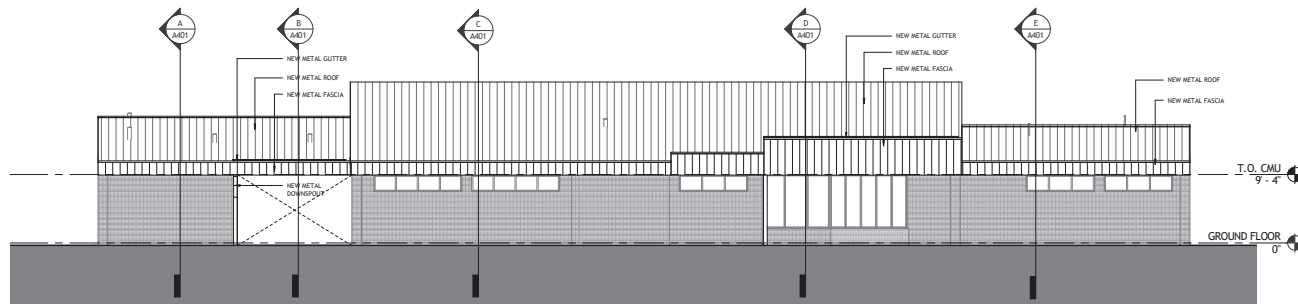
**4 NORTH ELEVATION NEW**  
1/8" = 1'-0"



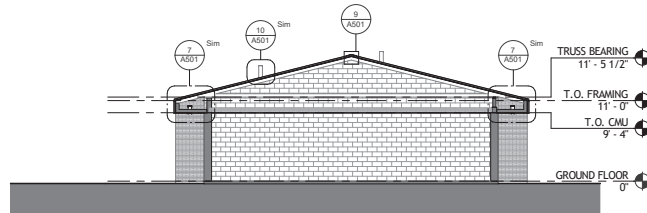
**3 SOUTH ELEVATION NEW**  
1/8" = 1'-0"



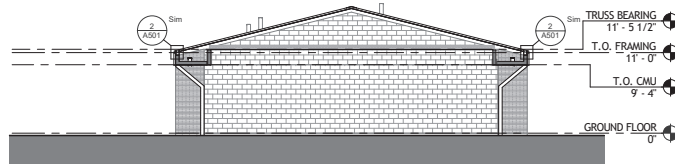
**2 EAST ELEVATION NEW**  
1/8" = 1'-0"



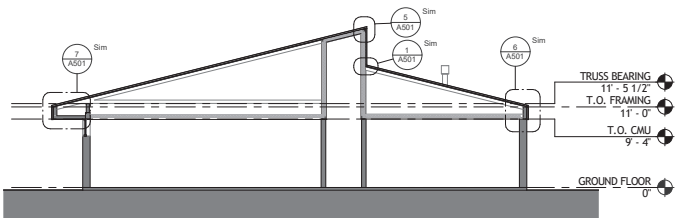
**1 WEST ELEVATION NEW**  
1/8" = 1'-0"



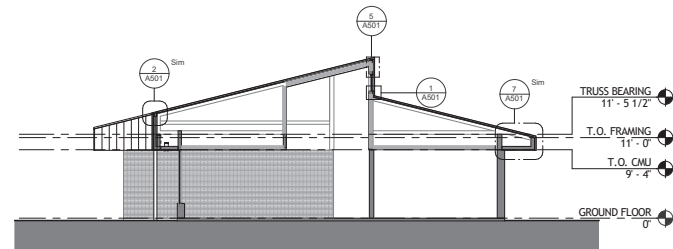
**A** | SECTION A  
1/8" = 1'-0"



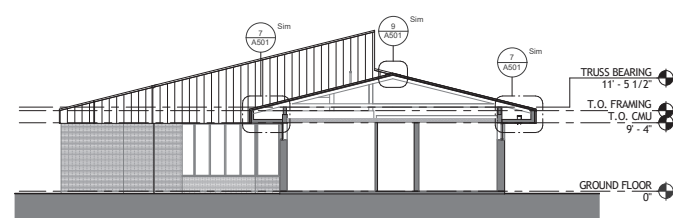
**B** | SECTION B  
1/8" = 1'-0"



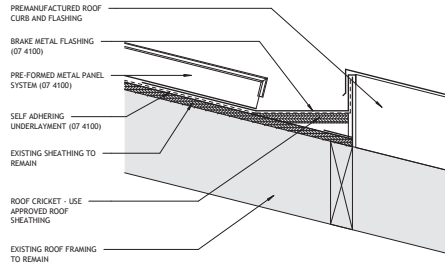
**C** | SECTION C  
1/8" = 1'-0"



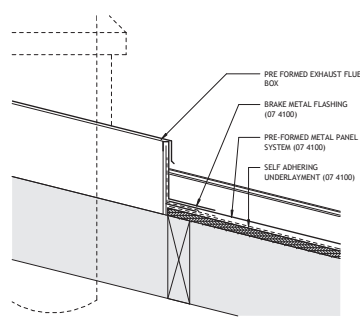
**D** | SECTION D  
1/8" = 1'-0"



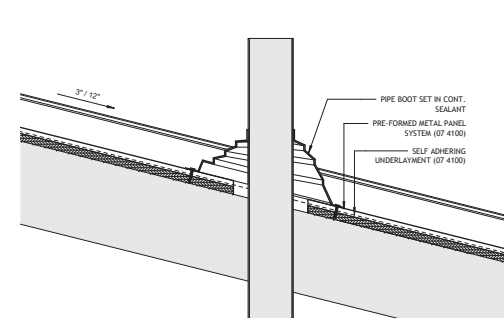
**E** | SECTION E  
1/8" = 1'-0"



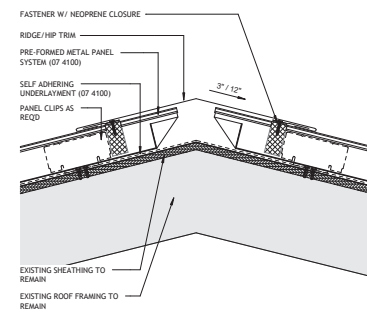
12 | DETAIL AT EXHAUST FLUE BOX - UPPER  
3" = 1'-0"



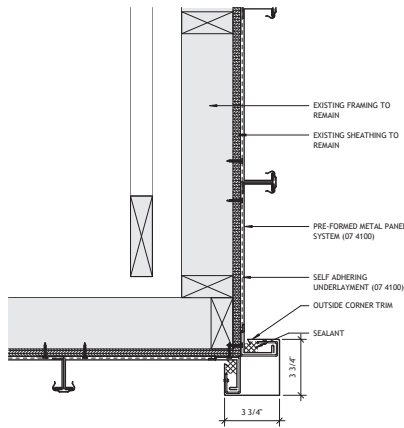
11 | DETAIL AT EXHAUST FLUE BOX - LOWER  
3" = 1'-0"



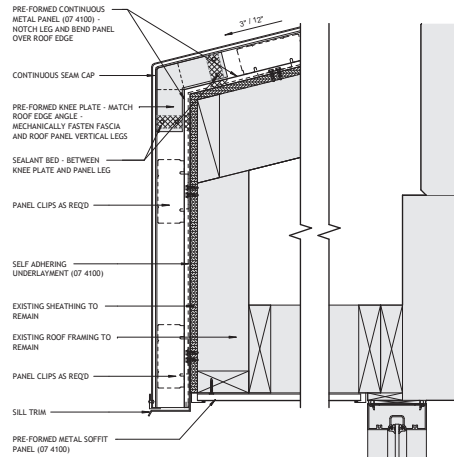
10 | SECTION DETAIL AT ROOF PENETRATION  
3" = 1'-0"



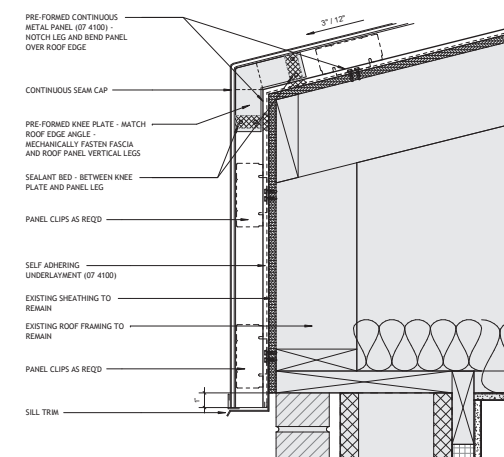
9 | SECTION DETAIL AT RIDGE  
3" = 1'-0"



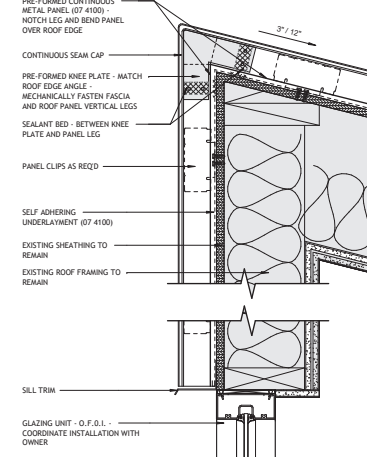
8 | PLAN DETAIL AT ROOF CORNER  
3" = 1'-0"



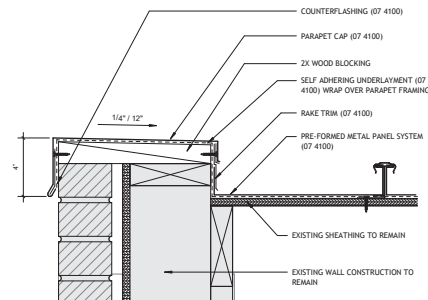
7 | SECTION DETAIL AT ROOF TO SOFFIT  
3" = 1'-0"



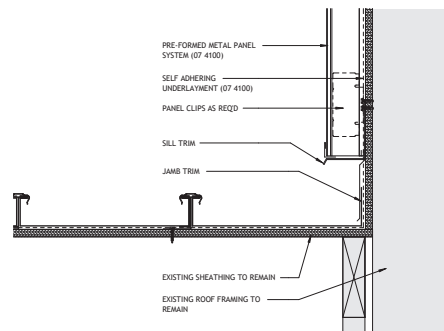
6 | SECTION DETAIL AT ROOF 2  
3" = 1'-0"



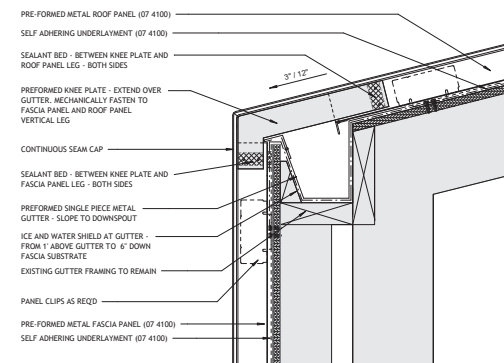
5 | SECTION DETAIL AT CLERESTORY  
3" = 1'-0"



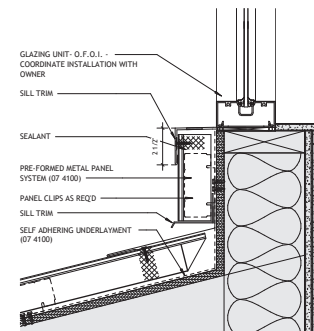
4 | SECTION DETAIL AT ROOF 1  
3" = 1'-0"



3 | SECTION DETAIL AT SIDEWALL  
3" = 1'-0"



2 | SECTION DETAIL AT GUTTER  
3" = 1'-0"



1 | DETAIL AT CLERESTORY SILL  
3" = 1'-0"

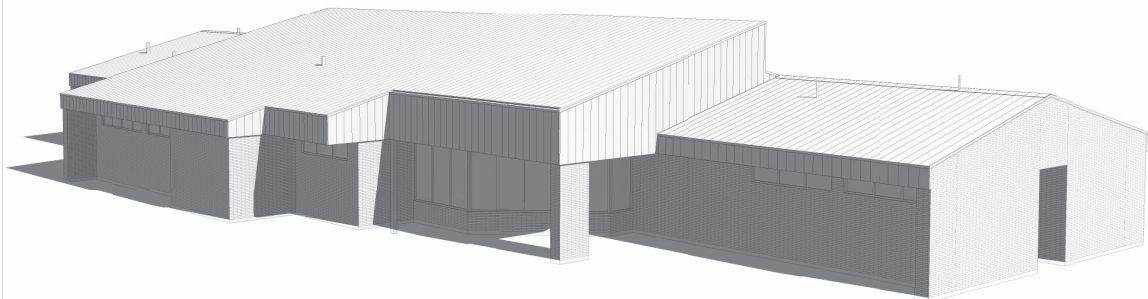
# NOLAND WASTEWATER TREATMENT FACILITY REROOF

FAYETTEVILLE, ARKANSAS  
72701

1400 NORTH FOX HUNTER ROAD

CONSTRUCTION DOCUMENTS

DECEMBER 20, 2018



SHEET INDEX					
SHEET NUMBER	NAME	ISSUE DATE	REVISIONS		
			#	DATE	DESCRIPTION
G1	TITLE SHEET	12/20/18			
A001	DEMOLITION ROOF PLAN & RCP	12/20/18			
A002	DEMOLITION ELEVATIONS	12/20/18			
A101	NEW ROOF PLAN & RCP	12/20/18			
A301	NEW ELEVATIONS	12/20/18			
A401	BUILDING SECTIONS	12/20/18			
A501	DETAILS	12/20/18			

**POLK  
STANLEY  
WILCOX**

ARCHITECTS

2222 Cottondale Lane | Suite 100  
Little Rock, AR 72202  
501.378.0878 office  
501.372.7629 fax

509 W. Spring St. | Suite 150  
Fayetteville, AR 72701  
479.444.0473 office  
479.251.1216 fax

polkstanleywilcox.com



PSW Job Number:  
843A

**NOLAND  
WASTEWATER  
TREATMENT  
FACILITY  
REROOF**

1400 NORTH FOX HUNTER  
ROAD  
FAYETTEVILLE, AR

## ALTERNATES (PROVIDE BREAKOUT PRICING)

ALTERNATE #1: OMIT INSTALLATION OF ALL NEW SOFFIT  
PANELS. COORDINATE INSTALLATION OF NEW ROOF AND  
FASCIA PANELS WITH EXISTING SOFFIT PANELS.

Issue Date:  
12/20/18

REVISIONS		
#	DATE	DESCRIPTION

## PLANS CERTIFICATION

I hereby certify that these plans and specifications have  
been prepared by me, or under my supervision. I further  
certify that to the best of my knowledge, these plans  
and specifications are as required by law and in  
compliance with the Arkansas Fire Prevention Code for  
the State of Arkansas.

 12.20.2018

Mark Herrmann, AIA Date

POLK STANLEY WILCOX | ARCHITECTS  
509 W. SPRING ST.  
SUITE 150  
FAYETTEVILLE, AR 72701  
479.444.0473

Contents:  
TITLE SHEET

G1

# Bid 19-20, Addendum 1

**Date:** Tuesday November 20, 2018

**To:** All Prospective Vendors

**From:** Les McGaugh – 479.575.8220 – [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov)

**RE:** Bid 18-54, Construction – Wilson Park Court Improvements



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Attached is the Engineer of Record's Addendum 1.
2. **This Addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection.** Bidders shall submit a printed physical copy of the enclosed revised bid form, this addendum, and all other required documents
3. The City held a non-mandatory pre-bid meeting on Tuesday January 29<sup>th</sup>, 2019 at 10:00 AM. The sign in sheet for that meeting is attached.

**ADDENDUM NO.: 1**  
**ISSUED: FEBRUARY 4, 2019**  
to the Project Manual and Drawings for

**CITY OF FAYETTEVILLE**  
**NOLAND WWTP ADMIN ROOF REBID**  
**FAYETTEVILLE, AR**



**POLK STANLEY WILCOX ARCHITECTS**  
**2222 COTTONDALE LANE**  
**LITTLE ROCK, ARKANSAS 72202**

*This addendum forms a part of the contract documents and modifies or interprets the Project Manual and/or Drawings as noted herein.*

---

---

**RESPONSES TO QUESTIONS POSED AT JANUARY 29, 2019 PRE-BID CONFERENCE**

**1. WORK HOURS:**

- a. Work can commence during all daylight hours and Saturday.

**2. PARKING AND LAYDOWN AREA**

- a. **Reference PART FOUR-AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS**
- b. Use small parking lot north of Administration building for parking and laydown of materials.

**3. PROJECT SCHEDULE**

- a. Notice of award will be issued
- b. A P.O. will be issued after receipt of P+P bonds file marked at county courthouse.
- c. Order materials
- d. A notice to proceed will start after materials are received.

**REFER TO PROJECT MANUAL**

**1. DECKING REPLACEMENT:**

- a. Reference PART EIGHT – BID FORM, **ADD** unit pricing as follows:

INCLUDE 320 SQ.FT. OF WOOD DECK REPLACEMENT IN THE BASE BID. PROVIDE UNIT PRICE ON BID FORM FOR ADDED OR DELETED DECKING FROM THE ORIGINAL QUANTITY.

**2. DEDUCTIVE ALTERNATE FOR SOFFIT:**

- a. Reference PART EIGHT – BID FORM, 8.5. Provide cost of deductive alternate on bid form for deleted work.
- b. DESCRIPTION OF DEDUCTIVE ALTERNATES
  - A. Reference SHEET G1, ALTERNATES, ALTERNATE #1: OMIT INSTALLATION OF ALL NEW SOFFIT PANELS. COORDINATE INSTALLATION OF NEW ROOF AND FASCIA PANELS WITH EXISTING SOFFIT PANELS.

**3. LIQUIDATED DAMAGES:**

- a. **Reference Part Thirteen, Page 12 of 23, ADD** as follows:

If the Contractor fails to complete the work within the time limit specified in the

Contract, the Contractor shall pay the Owner as Liquidated Damages \$200 per day for each day completion is delayed.

**REFER TO DRAWINGS:**

**1. DEMOLITION OF STEEL TOWER:**

- a. Reference Sheet A002, DEMOLITION KEY NOTE #10:
- b. **CHANGE** paragraph to read as follows:

STEEL TOWER TO BE REMOVED AND DISPOSED OF BY CONTRACTOR. REMOVE ROOF CURB AND INSTALL REPLACEMENT DECKING OVER ROOF PENETRATION. EXISTING EXHAUST PIPING TO BE DISCONNECTED FROM SOURCE AND REMOVED FROM BUILDING.

**2. GLASS AND GLAZING WORK:**

- a. Reference Sheet A002, DEMOLITION KEY NOTE #11:  
EXISTING CLERESTORY WINDOW AND ASSOCIATED FLASHING TO BE REPLACED. COORDINATE WITH OWNER FOR SCHEDULE OF INDEPENDENT GLAZING CONTRACTOR.
- b. The City of Fayetteville will be responsible for glass and glazing.

**3. DISPOSAL OF MATERIALS:**

- a. Reference Sheet A002, RECYCLING DEMOLITION & CONSTRUCTION WASTE:
- b. **ADD** Item D. as follows:

ALL REMOVED MATERIALS AND DEBRIS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. PROVIDE PROOF METAL WAS DISPOSED AT A RECYCLE FACILITY.

**END OF ADDENDUM NO. 1**



Substantial Completion: 120 CALENDAR DAYS; Final Completion: 134 CALENDAR DAYS

DESCRIPTION		*TOTAL PRICE
Total Lump Sum Bid	=	\$ _____

Please specify for Unit Bid:

1. Lump Sum Bid \_\_\_\_\_
2. Alternates: Alternates described on Sheet G1. Alternates.  
\_\_\_\_\_: \_\_\_\_\_ (\$ \_\_\_\_\_)
3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amounts To BE shown numerically  
\_\_\_\_\_: \_\_\_\_\_ (\$ \_\_\_\_\_)  
\_\_\_\_\_: \_\_\_\_\_ (\$ \_\_\_\_\_)

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

**THIS BID 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: \_\_\_\_\_

*Purchase Order/Payments shall be issued to this name*

\*D/B/A or Corporation Name \_\_\_\_\_

\*BUSINESS ADDRESS: \_\_\_\_\_

\*CITY: \_\_\_\_\_ \*STATE: \_\_\_\_\_ \*ZIP: \_\_\_\_\_

\*PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

\*E-MAIL: \_\_\_\_\_

\*BY: (PRINTED NAME) \_\_\_\_\_

\*AUTHORIZED SIGNATURE: \_\_\_\_\_

\*TITLE: \_\_\_\_\_

DUNS NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: \_\_\_\_\_

Acknowledge Addendums:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_



CITY OF  
FAYETTEVILLE  
ARKANSAS

# City of Fayetteville, Arkansas

## Attendance Sheet

BID/RFP/RFQ #: 19-20

Description: Construction - Noland WWTP Roof Rebid

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 01 / 29 / 2019 Time: 10:00AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McGaugh	City of Fayetteville	Purch Agent	575-8220	lmcgaugh@
2	Andrew Sears	Empire Roofing	Project Mgr.	918-636-1640	andrew.sears@empireroofing.com
3	W. Abernathy	L of F	Facilitator	575-8361	Wabernathy@
4	Brian Puckett	SBS, Inc.	PRESIDENT	479-839-8580	BRIAN@SBSINC.ORG
5	Mel Harness	MHR	Pres	501-804-2567	melharness@gmail.com
6	Jeff Huckle	Jacobs	Env. Proj. Mgr.	479-445-5676	jeff.huckle@jacobs.com
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					