

City of Fayetteville Staff Review Form

2019-0237

Legistar File ID

5/7/2019

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

Jesse Beeks/Sara Glenn

4/10/2019

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the lowest quote received for a 24' x 42' canopy from The Southern Company in the amount of \$20,580.00, plus applicable taxes.

Budget Impact:

9700.770.1920-5804.00		Building Costs	
Account Number		Fund	
18001.9700		Transportation & Fleet Building Improvements	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 61,000.00
		Funds Obligated	\$ -
		Current Balance	\$ 61,000.00
Does item have a cost?	Yes	Item Cost	\$ 20,580.00
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ 40,420.00

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MAY 7, 2019

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: April 10, 2019
SUBJECT: Fuel Station Canopy

RECOMMENDATION:

City Council approve the lowest quote received for a 24' x 42' canopy from The Southern Company in the amount of \$20,580.00, plus applicable taxes.

BACKGROUND:

Fleet currently has a canopy covering the fuel station located at Fleet. This canopy is 24' x 30' and has suffered damage over the years. It has holes on the south side allowing rain through. Only two of the four light fixtures are in working order.

With the upgrades that were put in last year, a DEF storage tank was moved to the end of the fueling station, the current canopy does not cover this pump.

DISCUSSION:

Fleet and Facilities Management recommend the lowest quote received for a 24' x 42' canopy from The Southern Company in the amount of \$20,580.00, plus applicable taxes. Per Arkansas State law competitive bids under \$35,000 are not required to have signatures.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this project

Attachments:

Quotes



Proposal Number: 21-3308-19

Revision: 1

Lump Sum Proposal / Agreement

Proposal For:

Sara Glenn

City Of Fayetteville

Phone: 479-444-3485

E-mail: sglenn@fayetteville-ar.gov

Project Information:

Project Title: Installation of approx. 15' X 30' canopy to tie into existing canopy structure.

Location: City Of Fayetteville, AR

Proposal Number: 21-3308-19

Revision: 1

Proposal Date: 11/09/2018

Nabholz Construction Services ("Nabholz") is pleased to submit this Lump Sum Proposal/Agreement (inclusive of the General Terms and Conditions attached hereto) ("Agreement") for the above referenced project. This pricing is valid for 30 day(s). If acceptable, please sign where indicated, date and fax (or return) a copy to Nabholz. Thank you for the opportunity to be of service. The pricing and terms of the Agreement are confidential.

SCOPE OF WORK is based on our site visit and as clarified below. Nabholz shall furnish all labor, materials, and equipment unless otherwise noted, for the following specific scope of work:

1. Scope of work is located at City of Fayetteville, 1525 S. Happy Hollow Road, Fayetteville, AR.
2. Remove existing metal skin off of 20' X 30' gas canopy shown to Nabholz on site walk on 11/02.
3. Install (1) 8" X 8" support post. (Match as close to existing as possible/Location determined by owner)
4. Install new support structure approx. 15' X 20'. (Match as close to existing as possible)
5. Re-skin new structure approx. 40' X 20'. (Match as close to existing as possible.)
6. Remove (4) existing light fixtures on underside of canopy.
7. Furnish and install (4) led light fixtures on underside of canopy. (Locations determined by owner)
8. Remove debris generated by construction.

EXCLUSIONS from the scope of work in this proposal are as follows:

1. Excludes any item not specifically called out in the scope
2. Any item discovered during the course of the work not specifically addressed will be subject to additional charges.
3. Any engineering.
4. Any overtime or holiday work.
5. Any relocation of underground utilities.
6. Any bollards.

SCHEDULE for the above scope of work ("Work"), is based on Nabholz Normal Working Hours and Work Days, and shall not exceed n/a work days from the project start date. If Nabholz is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, or of an employee, or separate contractor or designer employed by the Owner; or by changes ordered in the Work, or by labor disputes, fire, weather, access to work areas, unusual delay in deliveries, unavoidable casualties or other causes beyond the control of Nabholz; or by delay authorized by the Owner; or by other causes which may justify delay in the Owner's reasonable discretion, then the Schedule shall be extended and additional general conditions costs resulting from the delay shall be paid by Owner.

PAYMENT TERMS for this proposal shall be based on monthly progress invoices, no retainage withheld, submitted by Nabholz with payments due in full no later than 30 day(s) from the invoice date.

3301 North Second Street Rogers, Arkansas 72756 | Phone: 479-659-7802 | Fax: 479-621-8089 | www.nabholz.com

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City Of Fayetteville
Sara Glenn

Proposal Number: 21-3308-19
Revision: 1

LUMP SUM PRICE OF THIS PROPOSAL

\$29,961.39

LUMP SUM PROPOSAL/AGREEMENT GENERAL TERMS AND CONDITIONS

Agreement For:
City Of Fayetteville

Project Information:
Project Title: Installation of approx. 15' X 30'
canopy to tie into existing canopy structure.

Contract Documents: Upon execution of this Agreement by the Owner or commencement of Work, whichever occurs first, the Lump Sum Proposal/Agreement ("Agreement"), shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: Shall be per the Contract Documents and shall constitute of "Work". Nabholz shall exercise the degree of care, skill and diligence in the performance of the Work, to assure its Work is performed in a good workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Standard of Care"). Nabholz shall have responsibility and control over the performance of the Work, including construction methods, techniques, manner and sequences for coordinating and completing the various portions of the Work. Nabholz' Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Nabholz under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided. Owner expressly warrants that any plans, drawings, specifications, surveys, soil test and reports, and hazardous material studies furnished by the Owner are true, correct and complete; and Nabholz is entitled to rely upon the adequacy, accuracy and completeness of such documents.

Payment: Owner agrees to pay Nabholz for the performance of the Work, subject to additive or deductive modifications requested by the Owner. Payments are due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the rate of six percent (6%) per annum. Final Payment shall be due when the Work is completed and final invoice is submitted.

IMPORTANT NOTICE TO OWNER

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONSTRUCTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE NAMED PROVIDER OF LABOR, SERVICES OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE NAMED PROVIDER AND CONSTRUCTOR JOINTLY.

Insurance: Nabholz shall maintain insurance for Workers' Compensation, Builders Risk, Employer's Liability, Comprehensive Automobile Liability, and Comprehensive or Commercial General Liability on an occurrence basis.

Disputes: If a dispute arises out of or relates to this Agreement, including the breach thereof, the parties shall first attempt to settle the dispute through direct discussions, then by mediation as a condition precedent to binding arbitration. Unless parties mutually agree otherwise, mediation shall be conducted in accordance with the current Construction Mediation Rules of the American Arbitration Association (AAA). Disputes not resolved by discussion or mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rule of the AAA then in effect. The arbitration shall be held in the country and state in which the Project is located unless otherwise agreed in writing.

Termination: Owner and Nabholz may terminate this Agreement only in the event of material breach and only after providing ten (10) calendar days prior written notice to the address stated herein (i) delivered by facsimile or electronic mail, provided sender can provide evidence of successful transmission and that such day is a business day, or (ii) by registered or certified U.S. Mail, return receipt requested. In the event either party fails to cure, or fails to diligently commence to cure and alleged material default to the reasonable satisfaction of the non-defaulting party within ten (10) calendar days of receipt of such written notice, the non-defaulting party may terminate this Agreement.

Exclusion of Warranties: NABHOLZ MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL IMPLIED COVENANTS ARE HEREBY WAIVED. WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Miscellaneous: This Agreement is severable, and any part deemed unenforceable shall not render the remaining part unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. In the event of an Owner-related or third party union-related dispute or activities on or near the Project, not directly involving Nabholz or its Subcontractors, affecting the schedule or cost of the Project, Owner shall agree to an equitable adjustment of the schedule and cost by Change Order and take all appropriate actions to assure the Work is not disrupted. This Agreement is intended to be the final

expression of the parties, and there are no other written or oral agreements relating the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. The Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in the Proposal. Faxes of signed Proposal/Agreement are acceptable. As proof of such Agreement, Owner is hereby notified of Nabholz's objection to any terms inconsistent herewith and to any additional terms proposed by Owner in accepting or acknowledging this Proposal/Agreement or otherwise and such terms shall not become a part of this Agreement unless accepted in writing by Nabholz. Neither Nabholz's subsequent lack of objection to any such terms, nor the beginning of Work shall constitute or be deemed an agreement by Nabholz to any such terms. Nabholz will not be responsible for consequential damages of any types under any circumstances. Unless otherwise noted in the Proposal, Nabholz excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects or engineers; costs for the after hour work, shift work, weekend or holiday work.

EEO: Nabholz complies with both Federal and State laws pertaining to Equal Employment Opportunity (EEO) and does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age (except as otherwise required by child labor statutes), disability, genetic information, sexual orientation, gender identity, veteran status, or any other characteristic protected by law.

Additional Work: Unless otherwise provided in writing between the parties, any additional work requested directed by Owner or its representative(s) shall be governed by the General Terms and Conditions of the Agreement.

Confidential & Competitive Information: Owner acknowledges that certain information provided to it by Nabholz contains information deemed trade secret, proprietary or otherwise confidential. Such information includes but is not limited to Nabholz' research, development, methods, processes, techniques, operations, computer programs; pricing/price modeling, and financial data of Nabholz, it related companies, for payment, change orders, or commercial information, including value engineering and constructability studies; current and prospective clients, subcontractors, and/or competitors; and proposals. Recipient acknowledges the value of such information Nabholz, and agrees to use reasonable diligence in protecting this information from unauthorized disclosures to third parties (excluding any governmental regulatory bodies entitled to access such information by law, or Recipient's parent, subsidiary or affiliated companies, or Recipient's auditors or lenders to the extent such disclosure is necessary). The Recipient agrees it shall not use the information provided in this proposal, in whole or part, for any purpose other than to evaluate the proposal, except that if a contract is awarded to Nabholz as a result of or in connection with the submission of the proposal, Recipient may use the information to the extent provided and consistent with the terms and conditions stated in the contract.

Governing Law: The Proposal/Agreement shall be construed, and its performance governed, by the laws of the state in which the Work is performed.

Respectfully Submitted:



Joey Woesch
Nabholz Construction Services

Accepted by Owner:

Signature/Title: _____

Acceptance Date: _____

Desired Project Start Date: _____

Glenn, Sara

From: Abernathy, Waylon
Sent: Monday, March 25, 2019 10:13 AM
To: Glenn, Sara
Subject: FW: Fleet Fuel Canopy

Sara,
The non-responsive bid from Benchmark below, the nabholz bid, and southern Company should be all you need for the canopy.

Wade Abernathy
Facilities and Building Projects Manager
City of Fayetteville
wabernathy@fayetteville-ar.gov
T 479-575-8361



From: Roger Ross or Steve Smith at Benchmark <benchmarkconst@att.net>
Sent: Monday, March 25, 2019 9:55 AM
To: Abernathy, Waylon <wabernathy@fayetteville-ar.gov>
Subject: Re: Fleet Fuel Canopy

Wade
We are too busy to get to this thanks for the opportunity
Roger
Sent from my iPhone

On Mar 18, 2019, at 2:52 PM, Abernathy, Waylon <wabernathy@fayetteville-ar.gov> wrote:

Roger/Steve
Are you going to be able to get us a quote to replace the panels and add a column at the fleet fuel station?

Wade Abernathy
Facilities and Building Projects Manager
City of Fayetteville
wabernathy@fayetteville-ar.gov
T 479-575-8361

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