

City of Fayetteville Staff Review Form

2019-0374

Legistar File ID

7/16/2019

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

Brian Pugh

6/28/2019

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize use of contract 163-16 with Multi-Craft Contractors, Inc. for drain repair at the City Transfer Station in the amount of \$61,240.00 plus a 10% contingency in the amount of \$6,124.

Budget Impact:

5500.750.5080-5816.00

Recycling and Trash Collections

Account Number

Fund

18018

RTC-Transfer Station Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 150,000.00

Funds Obligated \$ -

Current Balance \$ 150,000.00

Does item have a cost? Yes

Item Cost \$ 67,364.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 82,636.00

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number: 163-16

Comments:



**MEETING OF JULY 16TH, 2019**

**TO:** Mayor and City Council

**THRU:** Peter Nierengarten, Environmental Director  
Jeff Coles, Recycling and Trash Collection Director

**FROM:** Brian Pugh, Waste Reduction Coordinator

**DATE:** June 28<sup>th</sup>, 2019

**SUBJECT:** A resolution to authorize use of contract 163-16 with Multi-Craft Contractors, Inc. for drain repair at the City Transfer Station in the amount of \$61,240.00 plus a 10% contingency in the amount of \$6,124.

---

**RECOMMENDATION:**

Pass a resolution to authorize use of contract 163-16 with Multi-Craft Contractors, Inc. for drain repair at the City Transfer Station in the amount of \$61,240.00 plus a 10% contingency in the amount of \$6,124.

**BACKGROUND:**

The City operates a Transfer Station for the disposal of solid waste from city and out of city operations. The waste is transferred to the Eco Vista landfill located in Tontitown for final disposal. The city has a contract in place for disposal at this facility.

**DISCUSSION:**

The City has a permit to operate the transfer station through the Arkansas Department of Environmental Quality which regulates operation of the facility. Proper drainage is required to maintain compliance with the permit and adhere to environmental standards.

The City has a contract in place with Multi-Craft Contractors, Inc. for plumbing services through contract 163-16. Staff has received a quote for repair services to the drainage system in the Transfer Station which is attached and would like to use the contract for repair of the transfer station drains.

**BUDGET/STAFF IMPACT:**

Recycling and Trash Collections has project 18018-RTC Transfer Station Improvements for necessary repair work at the Transfer Station.

**Attachments:**

MCC quote QC523191221  
Resolution 163-16



Revision #1 June 18, 2019  
May 23, 2019

QC523191221

City of Fayetteville  
Solid Waste Transfer Station  
ATTN: Jason Davis

**Project: Replace Drains and Piping in Transfer Station**

Multi-Craft Contractors, Inc. hereby submits our budget on the above referenced project, based on the plans and specifications provided.

**Scope of Work:**

- Concrete Demolition: Saw Cut and Remove all concrete associated with new drains and piping up to 6" thick.
- Pour back Concrete at 6" thick with reinforcement and proper mix.
- Install new under slab drainage to include, installing new 6" PVC line(s) from existing Floor drains outside to oil existing oil interceptor as shown on plans.
- Tie-in under slab drainage to exterior existing solids tank.
- Price includes all over time and double time for work hours.( Price based on doing work over 2 each weekends and 1 each week)
- Price includes all excavation, haul off, bedding and backfill.
- Price includes all equipment rental needed.
- Price includes all road plates necessary to cover trench and concrete.
- All taxes on material included in price.
- Price includes a 10% contingency to cover unforeseen issues/ Changes. Anything over the contingency or over \$20,000.00 will go back to the City of Fayetteville for approval.
- This price reflects the Resolution 163-16, which is currently approved by the City of Fayetteville.

**Price: \$67,364.00**

**Exclusions:**

- Removal and replacement of arm gate control wire in concrete
- Engineering and drawing design
- New trench drain
- Cleaning of solids tank

This price is based upon all work being performed during normal daytime business hours. Above stated price is valid for thirty (30) days.

We appreciate this opportunity to be of service to you. If you have any questions, please contact us.

Sincerely,

***Daniel Kelly***

Daniel Kelly

MECHANICAL • ELECTRICAL • MILLWRIGHT • ROBOTICS • SHEET METAL • FABRICATION • HVACR • CRANE

2300 Lowell Road | Post Office Box 1760 | Springdale, AR 72765 | o 479.751.4330 | f 479.751.4399 | [www.multi-craft.net](http://www.multi-craft.net)

Project Manager

Multi-Craft Contractors, Inc. Ph: 479-200-7781

email: dwk@multi-craft.net

### Notice to Proceed

Please provide written acceptance of this proposal via approval signature below, or purchase order referencing the proposal number herein.

### Payment Terms

Purchaser agrees to pay Multi-Craft Contractors, Inc. for the performance of the work as set forth herein, subject to revision via written change orders signed by both parties. Credit card payments will be subject to added 3% convenience fee. Final payments due in full no later than 30 days from invoice date. Terms as follows:

- Balance due net 30 days

### Warranty and Exclusions

Multi-Craft Contractors, Inc. warrants to Purchaser that materials and equipment furnished described within this quote will be of good quality and new unless otherwise required or permitted; that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this quoted project. Components not manufactured but furnished by Multi-Craft Contractors, Inc. as part of its equipment (i.e. motors, starters, thermostats, controls, etc.) will be warranted by Multi-Craft Contractors, Inc. only to the extent of the component manufacturer's warranty scope and period, or for a period of one year from the date of commissioning, whichever term expires first. Multi-Craft Contractors, Inc.'s warranty excludes remedy for damage or defect caused by abuse or modifications by any other party, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

WARRANTY PERIOD UNDER THE PROVISIONS MADE HEREIN IS ONE YEAR FROM THE DATE OF COMMISSIONING UNLESS OTHERWISE NOTED, AND VALID ONLY IN THE CONTIGUOUS UNITED STATES

### Disputes

Disputes arising out of or in relation to this document which cannot be resolved first through direct discussion between parties involved, shall be decided by a court of competent jurisdiction in Washington County, Arkansas, and shall be governed by Arkansas law. This agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable.

\_\_\_\_\_  
Authorized Purchaser & Title

\_\_\_\_\_  
Acceptance Date

\_\_\_\_\_  
Purchase Order Number



113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

**Resolution: 163-16**

---

**File Number: 2016-0417**

**BID NO. 16-51 MULTI-CRAFT CONTRACTORS, INC.:**

A RESOLUTION TO AWARD BID NO. 16-51 AND AUTHORIZE A CONTRACT WITH MULTI-CRAFT CONTRACTORS, INC. FOR PLUMBING SERVICES ON AN ON-CALL BASIS FOR A PERIOD OF ONE YEAR WITH AN AUTOMATIC OPTION TO RENEW FOR FOUR ADDITIONAL YEARS.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes awards Bid No. 16-51 and authorizes a contract with Multi-Craft Contractors, Inc. for plumbing services on an on-call basis for a period of one year with an automatic option to renew for four additional years.

PASSED and APPROVED on 9/20/2016

**Approved:**

A blue ink signature of Lioneld Jordan, Mayor, is written over a horizontal line. The signature is stylized and cursive.

Lioneld Jordan, Mayor

**Attest:**

A blue ink signature of Sondra E. Smith, City Clerk Treasurer, is written over a horizontal line. The signature is cursive and includes the words "for:". To the right of the signature is a circular blue stamp that reads "CITY CLERK / TREASURER", "CITY OF FAYETTEVILLE", "ARKANSAS", and "WASHINGTON COUNTY".

Sondra E. Smith, City Clerk Treasurer



# City of Fayetteville, Arkansas

113 West Mountain Street  
Fayetteville, AR 72701  
(479) 575-8323

## Text File

File Number: 2016-0417

Agenda Date: 9/20/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

### **BID NO. 16-51 MULTI-CRAFT CONTRACTORS, INC.:**

A RESOLUTION TO AWARD BID NO. 16-51 AND AUTHORIZE A CONTRACT WITH MULTI-CRAFT CONTRACTORS, INC. FOR PLUMBING SERVICES ON AN ON-CALL BASIS FOR A PERIOD OF ONE YEAR WITH AN AUTOMATIC OPTION TO RENEW FOR FOUR ADDITIONAL YEARS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes awards Bid No. 16-51 and authorizes a contract with Multi-Craft Contractors, Inc. for plumbing services on an on-call basis for a period of one year with an automatic option to renew for four additional years.

City of Fayetteville Staff Review Form

2016-0417

Legistar File ID

9/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrea Rennie

9/2/2016

Purchasing /  
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to award Bid 16-51 and authorize a contract with Multi-Craft Contractors, Inc. for plumbing services on an on-call basis for a period of one year with an automatic option to renew for four additional one year terms.

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
Project Number	Project Title
Budgeted Item? NA	Current Budget \$ -
	Funds Obligated \$ -
	Current Balance \$ -
Does item have a cost? NA	Item Cost
Budget Adjustment Attached? NA	Budget Adjustment
	Remaining Budget \$ -

Previous Ordinance or Resolution # 136-10

V20140710

Original Contract Number:

Approval Date:

Comments:



## CITY COUNCIL AGENDA MEMO

**MEETING OF SEPTEMBER 20, 2016**

**TO:** Mayor Lioneld Jordan and Fayetteville City Council

**THRU:** Paul A. Becker, Chief Financial Officer

**FROM:** Andrea Rennie, Purchasing Manager

**DATE:** Friday, September 02, 2016

**SUBJECT:** Approval of Bid 16-51, Plumbing Contractor

---

**RECOMMENDATION:**

Staff recommends award of Bid 16-51 for Plumbing Services and approval of a contract with Multi-Craft Contractors, Inc. for various projects on an on-call basis.

**BACKGROUND:**

Plumbing services were bid for a contract period of one year with an automatic option to renew, unless cancelled, for four additional one year terms. This contract will be utilized by multiple City departments and divisions on an as needed, on-call basis. Plumbing projects exceeding \$20,000 will require additional pre-approval from City Council.

**DISCUSSION:**

Bids were advertised twice state wide in July. In addition to newspaper advertising, the Purchasing Department contacted over 25 local plumbing contractors, and provided notice of the bid to over 1,700 subscribers on the Purchasing Bid Mailing List. Bids were received from three vendors. Multi-Craft Contractors, Inc. is the lowest responsible responsive bidder. MCC is familiar with the City's buildings, policies and invoice and payment procedures.

**BUDGET/STAFF IMPACT:**

Budgeted funds will be utilized by each department depending on their plumbing needs.

**Attachments:**

Contract with Multi-Craft Contractors, Inc.

Official Bid Tabulation: Bid 16-51, Plumbing Contractor Re-Bid

Bid 16-51 Submittal from Multi-Craft Contractor's Inc.



CITY OF

**Fayetteville**  
ARKANSAS

RECEIVED  
SEP 02 2016  
BY C.H.

City of Fayetteville, AR

Contract for: Bid 16-51, Construction - Plumbing Contractor Rebid

Vendor: Multi-Craft Contractors, Inc.

Term: One year with four automatic one year renewals

This contract executed this 20th day of September, 2016, between the City of Fayetteville, Arkansas, and Multi-Craft Contractors, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Multi-Craft Contractors, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 16-51 as stated in Multi-Craft Contractors, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-51, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Multi-Craft Contractors, Inc. for completion of each project based on unit prices indicated in Multi-Craft Contractors, Inc. bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.
3. The Contract documents which comprise the contract between the City of Fayetteville and Multi-Craft Contractors, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 16-51 with the specifications and conditions typed thereon.
  - B. Multi-Craft Contractors, Inc. bid proposal, which is inclusive of unit pricing which shall reflect on each invoice.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Multi-Craft Contractors, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Multi-Craft Contractors, Inc.
5. Multi-Craft Contractors, Inc. shall not assign its duties under the terms of this agreement.
6. Multi-Craft Contractors, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Multi-Craft Contractors, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Multi-Craft Contractors, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the

City of Fayetteville, AR

Bid 16-51, Construction - Plumbing Contractor Rebid - CONTRACT

Page 1 of 3

Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Multi-Craft Contractors, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Multi-Craft Contractors, Inc.

1. Workmen's Compensation  
Statutory Amount

2. Comprehensive General & Automobile Insurance  
\$500,000 for each person injured.

3. Bodily Injury Liability  
\$1,000,000 for each accident.

4. Property Damage Liability  
\$1,000,000 aggregate.

8. Multi-Craft Contractors, Inc shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Multi-Craft Contractors, Inc with 30 calendar days written notice.

10. This contract shall be effective from one year of the date of signed contract. The City reserves the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either Multi-Craft Contractors, Inc or the City notifies the other of its intent to terminate the contract at the end of the contract period.

a. Projects exceeding \$20,000 will require additional approval in advance from the Fayetteville City Council.

11. 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.

12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council in **advance** of the change in scope, cost or fees.

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

14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.
15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS 20th DAY OF September, 2016.

MULTI-CRAFT CONTRACTORS, INC.

By: Dennis Kelly

Signature

Dennis Kelly EVP

Printed Contractor Name & Title

Cindy Hatcher

ATTEST (Signature)

Paula W. Brown

Company Secretary (Printed Name)

Business Address

PO Box 1760 / 2300 Lowell Road  
Springdale, AR 72764

City, State & Zip Code

Date Signed: September 02, 2016

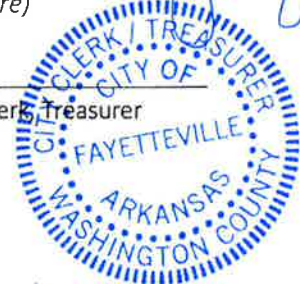
CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan

LIONEL JORDAN, Mayor

ATTEST: (Signature)

Sondra E. Smith, City Clerk, Treasurer



Date Signed: 9/26/16

CITY OF

# Fayetteville

ARKANSAS

## Bid 16-51, Construction - Plumbing Contractor Re-Bid

### \*\*Official Bid Tabulation\*\*

Bid: 16-51  
Date: 8/12/2016  
TIME: 2:00 PM  
CITY OF FAYETTEVILLE

Item	Description	Contractors Material Cost Estimate Per Year	Allied Plumbing and Drain Services LLC		Comfort Systems USA		Multi-Craft Contractors	
			Mark Up %	Estimated Material Cost with Mark Up %	Mark Up %	Estimated Material Cost with Mark Up %	Mark Up %	Estimated Material Cost with Mark Up %
1	Material (Cost plus %)	\$20,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00	12.00%	\$ 22,400.00
Total Bid, Section A (Items 1)				\$ 24,000.00		\$ 24,000.00		\$ 22,400.00
		Estimated Hours(Year)	Price/Hour	Estimated Cost	Price/Hour	Estimated Cost	Price/Hour	Estimated Cost
2	Journeyman Plumber - Straight/Regular Time	100	\$89.00	\$ 8,900.00	\$80.00	\$ 8,000.00	\$45.50	\$ 4,550.00
3	Journeyman Plumber - Nights and Weekends	25	\$133.50	\$ 3,337.50	\$110.00	\$ 2,750.00	\$61.50	\$ 1,537.50
4	Journeyman Plumber - Holiday	10	\$133.50	\$ 1,335.00	\$110.00	\$ 1,100.00	\$77.50	\$ 775.00
5	Apprentice Plumber - Straight/Regular Time	100	\$44.50	\$ 4,450.00	\$50.00	\$ 5,000.00	\$35.00	\$ 3,500.00
6	Apprentice Plumber - Nights an Weekends	25	\$66.75	\$ 1,668.75	\$60.00	\$ 1,500.00	\$47.00	\$ 1,175.00
7	Apprentice Plumber - Holidays	10	\$66.75	\$ 667.50	\$60.00	\$ 600.00	\$60.00	\$ 600.00
11	Foreman/Supervisor - Straight/Regular Time	100	\$89.00	\$ 8,900.00	\$95.00	\$ 9,500.00	\$48.00	\$ 4,800.00
12	Foreman/Supervisor - Nights and Weekends	25	\$133.50	\$ 3,337.50	\$115.00	\$ 2,875.00	\$65.00	\$ 1,625.00
13	Foreman/Supervisor - Holidays	10	\$133.50	\$ 1,335.00	\$115.00	\$ 1,150.00	\$84.00	\$ 840.00
Total Bid, Section B (Items 2-15)				\$ 33,931.25		\$ 32,475.00		\$ 19,402.50
<b>TOTAL BASE BID, Section A &amp; B (sum of items 1-15)</b>				<b>\$ 57,931.25</b>		<b>\$ 56,475.00</b>		<b>\$ 41,802.50</b>

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

CERTIFIED:



A. Rennie, Purchasing Manager



Witness



Date



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain St.  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

## INVITATION TO BID

**INVITATION TO BID:** Bid 16-51, Construction - Plumbing Contractor Rebid  
**DEADLINE:** Friday August 12, 2016 before 2:00:00 PM, Local Time  
**PRE-BID:** Thursday July 26, 2016 at 2:00 PM  
**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:** Monday, July 18 and 25, 2016

### INVITATION TO BID

#### Bid 16-51, Construction - Plumbing Contractor 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.

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

Name of Firm: Multi-Craft Contractors, Inc.

Contact Person: Dennis Kelly Title: Executive Vice President

E-Mail: dlk@multi-craft.net Phone: (479) 751-4330

Business Address: 2300 Lowell Road

City: Springdale State: AR Zip: 72765

Signature: Dennis Kelly Date: August 8, 2016

City of Fayetteville  
Bid 16-51, Construction - Plumbing Contractor Rebid  
Bid Form

---

City of Fayetteville, AR  
Invitation to Bid  
Bids 16-51, Construction - Plumbing Contractor Rebid  
&  
Bid 16-52, Construction - HVAC/R Contractor Rebid

**16-51:** The City of Fayetteville, AR is accepting sealed bids from properly licensed plumbing contractors for providing plumbing services on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms.

**16-52:** The City of Fayetteville, AR is accepting sealed bids from properly licensed HVAC/R contractors for providing heating, ventilation, air conditioning, and refrigeration services on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms. The bid is intended to be for on-call services and maintenance. This bid will not be used for new unit replacement except in the event of an emergency.

Sealed bids shall be received by the City of Fayetteville, AR Friday August 12, 2016 prior to 2:00:00 PM, local time. Bids shall be submitted in a sealed envelope or sealed package labeled Bid 16-51, or 16-52. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend. Bids shall be received at 113 West Mountain St. Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on Tuesday July 26, 2016 at 2:00 PM in Room 326 at 113 W. Mountain. All interested parties are strongly urged to attend.

Copies of the Bid Documents may be obtained electronically for bidding purposes from the City of Fayetteville Purchasing Division by e-mailing Les McGaugh, City of Fayetteville Purchasing Agent, [lmcgaugh@fayetteville-ar.gov](mailto:lmcgaugh@fayetteville-ar.gov) by calling 479-575-8220. Any questions concerning the bidding process should be addressed to Les McGaugh, Purchasing Agent. No partial sets will be issued for bidding. No paper sets will be issued for bidding.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the State of Arkansas and the City of Fayetteville for this Work.

A one hundred percent (100%) performance and payment bond shall be provided for projects exceeding \$20,000. Arkansas Department of Labor Prevailing Wage Rates apply for projects over \$75,000.

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 reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any

Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

City of Fayetteville, AR

By: Les, McGaugh

City of Fayetteville, Purchasing Agent

Advertisement Dates: 07/18/16 and 07/25/16

City of Fayetteville  
 Bid 16-51, Construction - Plumbing Contractor Rebid  
 Bid Form

<b>City of Fayetteville, Arkansas</b>						
<b>Bid 16-51, Construction - Plumbing Contractor Rebid</b>						
<b>Date Issued:</b>			<b>Deadline:</b>			
7/18/2016			Friday August 12, 2016 before 2:00 PM			
<b>F.O.B</b>			<b>Purchasing Agent Contact Information</b>			
Fayetteville, Arkansas as needed			Les McGaugh, (479) 575-8220, lmcgaugh@fayetteville-ar.gov			
<b>SECTION A: Materials (Estimated Annual)</b>						
ITEM	DESCRIPTION	MARK UP %		CONTRACTORS MATERIAL COST ESTIMATE PER YEAR		ESTIMATED MATERIAL COST WITH MARK UP %
1	Material (Cost plus %)	%	x	\$ 20,000.00	=	\$
<b>Total Bid, Section A (Item 1):</b>						\$
<b>Section B: Hours (Estimated Annual)</b>						
ITEM	DESCRIPTION	ESTIMATED HOURS PER YEAR		PRICE/HOUR		ESTIMATED COST
2	Journeyman Plumber - Straight/Regular Time	100	x	\$	=	\$
3	Journeyman Plumber - Nights and Weekends	25	x	\$	=	\$
4	Journeyman Plumber - Holiday	10	x	\$	=	\$
5	Apprentice Plumber - Straight/Regular Time	100	x	\$	=	\$
6	Apprentice Plumber - Nights and Weekends	25	x	\$	=	\$
7	Apprentice Plumber - Holidays	10	x	\$	=	\$
8	Plumber's Helper - Straight/Regular Time	100	x	\$	=	\$
9	Plumber's Helper - Nights and Weekends	25	x	\$	=	\$
10	Plumber's Helper - Holidays	10	x	\$	=	\$
11	Foreman/Supervisor - Straight/Regular Time	100	x	\$	=	\$
12	Foreman/Supervisor - Nights and Weekends	25	x	\$	=	\$



13	Foreman/Supervisor - Holidays	10	x	\$	=	\$
14	General Laborer - Straight/Regular Time	100	x	\$	=	\$
15	General Laborer - Nights and Weekends	25	x	\$	=	\$
16	General Laborer - Holidays	10	x	\$	=	\$
<b>Total Bid, Section B (Items -16):</b> <b>BIDDERS SHALL COMPLETE AND BID ALL LINE ITEMS</b>						\$
<b>Total Base Bid</b>						\$ _____
<b>Section A + Section B (Sum of Items 1-16):</b>						
NAME OF FIRM						
Multi-Craft Contractors, Inc.						
THIS BID FORM CONTINUES ON THE NEXT PAGE. . .						

**\*Bidders shall bid and provide pricing on all line items of all sections in the bid form. Failure to bid on all line items shall result in rejection of bid. The City intends to award this bid to the lowest responsive responsible bidder.**

N/A - REPLACED BY ADDENDUM 1

## 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: Multi-Craft Contractors, Inc.

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

\*D/B/A or Corporation Name Multi-Craft Contractors, Inc.

\*BUSINESS ADDRESS: 2300 Lowell Road

\*CITY: Springdale \*STATE: AR \*ZIP: 72765

\*PHONE: (479) 751-4330 FAX: (479) 751-4399

\*E-MAIL: dlk@multi-craft.net

\*BY: (PRINTED NAME) Dennis Kelly

\*AUTHORIZED SIGNATURE: 

\*TITLE: Executive Vice President

DUNS NUMBER: 15-964-1266 CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 71-0423846

Acknowledge Addendums:

Addendum No. 1 Dated: 7/29/2016 Acknowledged by: \_\_\_\_\_

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

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

**City of Fayetteville**  
**Bid 16-51, Construction - Plumbing Contractor Rebid**  
**References**

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

COMPANY NAME: Multi-Craft Contractors, Inc.

BUSINESS ADDRESS: 2300 Lowell Road / PO Box 1760, Springdale, AR 72764

NUMBER OF YEARS IN BUSINESS: 44 HOW LONG IN PRESENT LOCATION: 28

TOTAL NUMBER OF CURRENT EMPLOYEES: 610 FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 25 FULL TIME 0 PART TIME

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

1. University of Arkansas

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Kelley Sharp

CONTACT PERSON

(479) 575-5470

TELEPHONE

Ongoing

DATE COMPLETED

kesharp@uark.edu

E-MAIL ADDRESS

3. Glad Manufacturing

COMPANY NAME

Rogers, AR 72756

CITY, STATE, ZIP

Brian Wilhelm

CONTACT PERSON

(479) 636-2845

TELEPHONE

(brian.wilhelm@clorox.com

DATE COMPLETED

ongoing

E-MAIL ADDRESS

2. CDI

COMPANY NAME

Fayetteville, AR 72703

CITY, STATE, ZIP

Matt Bodishbaugh, VP

CONTACT PERSON

(479) 695-1020

TELEPHONE

Ongoing Contractor Relationship

DATE COMPLETED

mbodishbaugh@cdicon.com

E-MAIL ADDRESS

4. City of Fayetteville

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Was: Larry Reni

CONTACT PERSON

TELEPHONE

TELEPHONE

2015

DATE COMPLETED

E-MAIL ADDRESS

E-MAIL ADDRESS

City of Fayetteville  
Bid 16-51, Construction - Plumbing Contractor Rebid  
General Terms and Conditions

---

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 shall not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature. Failure to provide materials bid will subject bidder to disqualification for the remainder of the calendar year. Failure to deliver poor or inadequate services, on a consistent basis or more than three (3) times in a calendar year will subject bidder to disqualification for the remainder of the calendar year.
- 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 will award bids in their entirety.
- i. This agreement shall be effective from one year of the date of signed contract. The City reserves the right to extend the contract by mutual agreement for a period of four (4) additional, one (1) year periods automatically unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period.
- j. Bid pricing shall remain firm for five years.

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:

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

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

18. CANCELLATION:

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



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

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

**20. NON-EXCLUSIVE CONTRACT:**

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

**21. LOBBYING:**

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

**22. ADDITIONAL REQUIREMENTS:**

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

**23. ADD OR DELETE LOCATIONS OR SERVICES:**

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

24. INTEGRITY OF BID DOCUMENTS:

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

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid during each contract term and shall be provided at each renewal period.

For single projects exceeding \$20,000 contractor shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$1,00,000 for each accident
Bodily Injury Liability:	\$500,000 for each accident
Property Damage Liability:	\$500,000 aggregate.

26. PRICING:

- a. Prices shall include all labor, supervision, materials, equipment, transportation, and services necessary to do a superior quality job.
- b. Bidder shall state any discounts to apply. Discounts shall be shown for individual items unless all items have the same percentage of discounts.
- c. Any projects in excess of \$20,000 will require additional approval from the Fayetteville City Council prior to authorization of work. Projects exceeding \$20,000 will require a 100% performance and payment bond after Council approval at no additional cost to the City.
  - i. The City shall reimburse the actual cost of the 100% performance and payment bond for projects over \$20,000 to the awarded contractor. Reimbursement cost shall be equal to actual cost of bonds paid by the contractor

- d. Any projects in excess of \$75,000 shall be subject to prevailing wage rates as determined by the Arkansas Department of Labor. Additional hourly fees shall not be charged to the City for projects requiring prevailing wage rates.

**27. OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract. 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; however,*** applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- b. 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.
- c. 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.
- d. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- e. 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.
- f. 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.
- g. **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.**
- h. 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.
- i. 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.

- j. 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.
  - k. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
  - l. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in 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.
28. **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. Delivery date or the date of services
  - c. Name of the City Employee that requested service
  - d. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
29. Invoicing shall be itemized based upon line item pricing provided with bid.
30. **ATTACHMENTS TO BID DOCUMENTS:** See included detailed specifications.
31. This is a rebid from Bid 16-42. Bidding documents for Bid 16-42 are not applicable or eligible for this bid. Bidders shall use bidding documents provided in this document for project submittal.

City of Fayetteville  
Bid 16-51, Construction - Plumbing Contractor Rebid  
Detailed Specifications

---

- 1.1 Bidders shall bid and provide pricing on all line items of all sections in the bid form. Failure to bid on all line items shall result in rejection of bid. The City intends to award this bid to the lowest responsive responsible bidder.
- 1.2 The City requires the services of a Plumbing Contractor to provide labor, material, materials, and equipment to perform repairs, installations, and any necessary service to various City buildings and projects.
- 1.3 The City reserves the right to bid or quote any project. This is not an exclusive contract.
- 1.4 The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be available on a twenty-four (24) hour basis for such emergency work. Contractor shall include a response time as part of bid pricing.
- 1.5 On site emergency response time shall be no more than one (1) hour after notification. Regular response time shall be no more than 48 hours after contact. Bidder shall include mileage and travel time as part of this agreement. The City shall not be responsible for additional mileage or travel time costs.
- 1.6 The City anticipates \$50,000 of services for various projects during the each contract term. This quantity is approximate and represents the estimated requirement for the contract period.
- 1.7 The City shall not be obligated to purchase more or less than the estimated quantities listed. The City reserves the right to purchase more or less via an on-call basis depending upon actual needs during the contract period.
- 1.8 Bidders shall furnish evidence that they have past experience in the type of work as outlined in the bid specifications and shall include specific experience. A minimum of three (3) references shall be submitted with each bid.
- 1.9 Contractor shall have been a licensed plumbing contractor with the State of Arkansas for a minimum of five (5) years. Current valid contractor's license is required and shall be valid at time of bid.
- 1.10 The Bidder shall possess the correct occupational licenses, all professional licenses, and any other authorizations necessary to carry out and perform the work required by the project **AT THE TIME OF BID SUBMISSION** pursuant to all applicable Federal, State, and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
- 1.11 The Contractor shall be responsible for obtaining all required permits; however, fees for City issued permits shall be waived and shall not be included in pricing.
- 1.12 All work shall be performed in a high quality, workmanship like manner and shall conform to codes enforced by the City Inspection Division.
- 1.13 In the event a project is deemed to exceed \$20,000, the City department requesting service and the

Purchasing department shall be notified immediately. No project exceeding \$20,000 shall be performed or started without prior approval from the Fayetteville City Council and a 100% performance and payment bond.

- 1.14 **PRICING:** Hourly labor rates and markup percentages bid shall include but is not limited to all labor cost, insurance, mobilization, overhead, profit, travel time, bonding, mileage, etc. Prices quoted shall be firm for the term of the contract. The City shall not be charged any additional fees including but not limited to insurance premiums, mobilization, bonding, etc.
- 1.15 The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project including any necessary assistants to complete each project. When any work under this contract is being performed, the City and necessary employees shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
- 1.16 Major and important directions shall be confirmed in writing to the Contractor, other directions shall be so confirmed upon written request of the Contractor.
- 1.17 The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. After contract award, awarded Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.
- 1.18 The Contractor shall provide efficient supervision for the work, using industry standard, best skill and attention. Contractor shall carefully study and compare all Drawings, Specifications, and other instructions and shall report at once to the Project Manager any error, inconsistency, or omission which may be discovered; but, shall not be held responsible for the existence or discovery.
- 1.19 In the event the City becomes dissatisfied with hours billed on projects, quality of work, timeliness of performance or any other manner, the City reserves the right to cancel this contract within thirty (30) days written notice at no penalty to the City.
- 1.20 Any work orders associated with All City Owned and Leased Buildings shall be under the direction and coordination with Facilities Management.
- 1.21 Any other work orders associated will be directed through the respective City department or division.

City of Fayetteville  
Bid 16-51, Construction – Plumbing Contractor Rebid  
Draft Contract – Between City and Contractor

---

This contract executed this \_\_\_\_ day of \_\_\_\_\_, 2016, between the City of Fayetteville, Arkansas, and \_\_\_\_\_ . In consideration of the mutual covenants contained herein, the parties agree as follows:

1. \_\_\_\_\_ at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 16-51 as stated in \_\_\_\_\_ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-51, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay \_\_\_\_\_ based on their bid proposal in an amount not to exceed \$ \_\_\_\_\_. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and \_\_\_\_\_ consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 16-51 with the specifications and conditions typed thereon.
  - B. \_\_\_\_\_ bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville \_\_\_\_\_ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and \_\_\_\_\_.
5. \_\_\_\_\_ shall not assign its duties under the terms of this agreement.
6. \_\_\_\_\_ agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from \_\_\_\_\_ performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. \_\_\_\_\_ shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, \_\_\_\_\_ 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 \_\_\_\_\_.

Workmen's Compensation

Statutory Amount

Comprehensive General &  
Automobile Insurance

Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

8. \_\_\_\_\_ shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or \_\_\_\_\_ with 30 calendar days written notice.
10. This contract shall be effective from one year of the date of signed contract. The City reserves the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either \_\_\_\_\_ or the City notifies the other of its intent to terminate the contract at the end of the contract period.
  - a. Projects exceeding \$20,000 will require additional approval from the Fayetteville City Council.
11. 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.
12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.
15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.



WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CONTRACTOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

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

By: \_\_\_\_\_  
LIONELD JORDAN, Mayor

\_\_\_\_\_  
Printed Contractor Name & Title

\_\_\_\_\_  
ATTEST (Signature)

\_\_\_\_\_  
ATTEST: (Signature)

\_\_\_\_\_  
Company Secretary (Printed Name)

\_\_\_\_\_  
Sondra E. Smith, City Clerk, Treasurer

Business Address

\_\_\_\_\_  
City, State & Zip Code

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# Bid 16-51, Addendum 1



**Date:** Friday July 29, 2016

**To:** All Prospective Vendors

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

**RE:** Bid 16-51, Construction – Plumbing Contractor Rebid

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. 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.
  - a. The revised bid form is included with this addendum. Bidders shall also include the References section from the original bid packet.
  - b. Bids shall be submitted in a sealed envelope prior to deadline according to submittal procedures outlined in Bid 16-51. NO ELECTRONIC COPIES WILL BE ACCEPTED.
2. A non-mandatory pre-bid meeting was held in Room 326 City Hall, 113 W Mountain on Tuesday July 26<sup>th</sup>, 2016 at 2:00 PM. The sign in sheet of all attendees is attached. The following items were discussed during the pre-bid meeting:
  - a. General laborer and Helper have been removed from the bid form.
  - b. Billable hours shall include reasonable drive time to and from Point of Dispatch. Hourly rates shall be inclusive of all fees. No fuel, mileage, surcharge, or additional fees shall be added to any invoice.
  - c. Point of Dispatch shall be defined as the closest office to the City of Fayetteville, located at 113 W. Mountain, Fayetteville, AR 72701. Point of Dispatch address shall be on the bid form page of submittal.
  - d. Emergency Response time is hereby increased from one (1) hour to two (2) hours.
3. REMINDER: \*Bidders shall bid and provide pricing on all line items of all sections in the bid form. Failure to bid on all line items shall result in rejection of bid. The City intends to award this bid to the lowest responsive responsible bidder.

City of Fayetteville  
 Bid 16-51, Construction - Plumbing Contractor Rebid  
 Bid Form – Revised Per Addendum 1

**City of Fayetteville, Arkansas**  
**Bid 16-51, Construction - Plumbing Contractor Rebid**

<b>Date Issued:</b>	<b>Deadline:</b>
<b>F.O.B.</b>	Friday August 12, 2016 before 2:00:00 PM (Local Time)
<b>Fayetteville, Arkansas as needed</b>	<b>Purchasing Agent Contact Information</b>
	Les McGaugh, (479) 575-8220, lmcgaugh@fayetteville-ar.gov

**SECTION A: Materials (Estimated Annual)**

ITEM	DESCRIPTION	MARK UP %	CONTRACTORS MATERIAL COST ESTIMATE	ESTIMATED MATERIAL COST WITH MARK UP %
1	Material (Cost plus %)	12 %	\$ 20,000.00	\$ 2,400.00
<b>Total Bid, Section A (Item 1):</b>				<b>\$ 22,400.00</b>

**Section B: Hours (Estimated Annual)**

ITEM	DESCRIPTION	ESTIMATED HOURS PER YEAR	PRICE/HOUR	ESTIMATED COST
2	Journeyman Plumber - Straight/Regular Time	100	\$ 45.50	\$ 4,550.00
3	Journeyman Plumber - Nights and Weekends	25	\$ 61.50	\$ 1,537.00
4	Journeyman Plumber - Holiday	10	\$ 77.50	\$ 775.00
5	Apprentice Plumber - Straight/Regular Time	100	\$ 35.00	\$ 3,500.00
6	Apprentice Plumber - Nights an Weekends	25	\$ 47.00	\$ 1,175.00
7	Apprentice Plumber - Holidays	10	\$ 60.00	\$ 600.00
8	Foreman/Supervisor - Straight/Regular Time	100	\$ 48.00	\$ 4,800.00
9	Foreman/Supervisor - Nights and Weekends	25	\$ 65.00	\$ 1,625.00
10	Foreman/Supervisor - Holidays	10	\$ 84.00	\$ 840.00

**Total Bid, Section B (Items 2-10):** \$ 19,402.00

**Total Base Bid** \$ 41,802.00

**Section A + Section B (Sum of Items 1-10):**

NAME OF FIRM

Multi-Craft Contractors, Inc.

**Point of Dispatch address:** 530 Madison Street, Suite B  
 Springdale, AR 72762

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.

*Dennis Kelly*

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

\*NAME OF FIRM: Multi-Craft Contractors, Inc.

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

\*D/B/A or Corporation Name Multi-Craft Contractors, Inc.

\*BUSINESS ADDRESS: 2300 Lowell Road

\*CITY: Springdale \*STATE: AR \*ZIP: 72765

\*PHONE: (479) 751-4330 FAX: (479) 751-4399

\*E-MAIL: dlk@multi-craft.net

\*BY: (PRINTED NAME) Dennis Kelly

\*AUTHORIZED SIGNATURE: 

\*TITLE: Executive Vice President

DUNS NUMBER: 05-964-1266 CAGE NUMBER: \_\_\_\_\_

\*TAX ID NUMBER: 71-0423846

Acknowledge Addendums:

Addendum No. 1 Dated: 07/29/2016 Acknowledged by: \_\_\_\_\_

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

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