

City of Fayetteville Staff Review Form

2020-0828

Legistar File ID

10/20/2020

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

Matthew Cabe

10/2/2020

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to award BID# 20-69, to authorize a contract of \$45,000 with T.F. Thompson Roofing for replacement of the roof of the Head Start building located at 2052 S. Garland Avenue, and to approve a project contingency of \$6,900 (15%).

Budget Impact:

2180.642.4940-5315.00

Community Development

Account Number

Fund

64940.2052

Garland Avenue Head Start Reroof

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 150,000.00

Funds Obligated \$ 80,390.95

Current Balance \$ 69,609.05

Does item have a cost? Yes

Item Cost \$ 52,900.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 16,709.05

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF OCTOBER 20, 2020

TO: Mayor and City Council

THRU: Paul Becker, Chief Financial Officer
Wade Abernathy, Director of Bond Projects and Facilities
Yolanda Fields, Community Resources Director

FROM: Matthew Cabe, Building and Facilities Maintenance Manager

DATE: October 1, 2020

SUBJECT: Approval of a contract in the amount of \$46,200 with T.F. Thompson Roofing Co. for removal and replacement of the roof of the Head Start building located at 2052 S. Garland.

RECOMMENDATION:

A Resolution to award BID# 20-69, to authorize a contract of \$46,200 with T.F. Thompson Roofing for replacement of the roof of the Head Start building located at 2052 S. Garland Avenue, and to approve a project contingency of \$6,900 (15%).

BACKGROUND:

The roof of the Garland Ave. Head Start building has aged beyond its useful life, necessitating frequent repairs to both the roof and the interior of the building due to water infiltration. This project scope will remove the existing metal roofing and coating, and replace it with 30-year asphalt shingles.

DISCUSSION:

On August 25, 2020, the Purchasing Division received construction bids for this project. T.F. Thompson Roofing Co. submitted the low bid, which was \$1,200 over Facilities Management's estimate of \$45,000. This project will be completed by the end of the year.

BUDGET/STAFF IMPACT:

This project is funded by CDBG Leased Facility Improvement funds and includes a 15% project contingency.

Attachments:

Agreement with T.F. Thompson Roofing Co.
Vicinity Map
Bid Form
Recommendation for Award



This contract executed this _____ day of _____, 2020, between the City of Fayetteville, Arkansas (City) and **Terra Firma Restorations, LLC D/B/A T.F. Thompson Co. Roofing, T.F. Thompson Co. Roofing & Waterproofing** (TF Thompson, Vendor, Contractor) In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TF Thomoson** 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 20-69, Construction – Head Start Roof Replacement** as stated in **TF Thompson** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 20-69**, all included herein as if spelled out word for word.
 - a. The City of Fayetteville shall pay **TF Thomoson** for completion of the project based on prices indicated in **Appendix B**, for a not to exceed price of **\$46,200.00 US DOLLARS**.
 - b. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval 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. Invoices shall be submitted itemized to the detail and breakout presented in the bid form.
2. The Contract documents which comprise the contract between the City of Fayetteville and **TF Thomoson** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. **Appendix A**: Bid package identified as **Bid 20-69, Construction – Head Start Roof Replacement** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings and issued addenda.
 - b. **Appendix B**: **TF Thomoson** bid proposal.
 - c. **Appendix C**: Recommendation for Award, inclusive of the bid tabulation
 - d. **Appendix D**: **TF Thomoson** Certificate of Insurance
3. These Contract documents constitute the entire agreement between the City of Fayetteville and **TF Thomoson** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **TF Thomoson**.
4. **TF Thomoson** shall not assign its duties under the terms of this agreement.
5. **TF Thomoson** 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 **TF Thomoson** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. **TF Thomoson** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that applicable coverage exists for 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, **TF Thomoson** 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 **TF Thomoson**.

- a. Workmen's Compensation: Statutory Amount
- b. Comprehensive General & Automobile Insurance: \$500,000 for each person injured.
- c. Bodily Injury Liability: \$1,000,000 for each accident.
- d. Property Damage Liability: \$1,000,000 aggregate.

7. **TF Thomoson** shall furnish proof of licensure as required by all local and state agencies.
8. This contract may be terminated by the City of Fayetteville or **TF Thomoson** with 30 calendar days written notice.
9. 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.
10. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
11. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute.
12. Contractor's Representations:
 - a. **TF Thomoson** has examined and carefully studied all contract documents.
 - b. **TF Thomoson** shall visit the project sites and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - c. **TF Thomoson** is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. **TF Thomoson** will carefully study all:
 - A. Reports of explorations and tests of subsurface conditions at or contiguous to project sites and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - B. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. **TF Thomoson** acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in project documents with respect to Underground Facilities at or contiguous to the Site.
 - e. **TF Thomoson** will obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to project sites or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect

of the means, methods, techniques, sequences, and procedures of construction to be employed by **TF Thomoson** and safety precautions and programs incident thereto.

- f. **TF Thomoson** does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- g. **TF Thomoson** is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- h. **TF Thomoson** has correlated the information known to **TF Thomoson**, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- i. **TF Thomoson** has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that **TF Thomoson** has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to **TF Thomoson**.
- j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- k. **TF Thomoson** is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.
- l. Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

13. Liens: No liens against this construction project are allowed. Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires, and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

14. Liquidated Damages: N/A

15. 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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

CITY OF FAYETTEVILLE, ARKANSAS

Terra Firma Restorations, LLC
D/B/A T.F. Thompson Co. Roofing,
T.F. Thompson Co. Roofing & Waterproofing

By: _____
Lioneld Jordan, Mayor

By: Tyler Kerley/ Operations Manager
Printed Name and Title

By:  _____
Signature

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____

Contract for Bid 20-69

Appendix A

City Bid Package

Project Manual



CITY OF FAYETTEVILLE,
ARKANSAS

CONSTRUCTION – Head Start Roof Replacement

BID # 20-69
Date: August 2020



Project Check List

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

☐

5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

☐

All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☐

All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐

All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☐

All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

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

CONTRACTOR NAME: _____

ARKANSAS CONTRACTORS LICENSE NUMBER: _____

City of Fayetteville
Bid 20-69, Construction - Fabric Storage Building
Advertisement

INVITATION TO BID
City of Fayetteville, Arkansas
Bid 20-69, Construction – Head Start Roof Replacement

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the materials, delivery, remove and dispose of old, and installation of a new asphalt shingle roof of the Fayetteville Head Start. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

Sealed bids shall be submitted to the City of Fayetteville (City), AR by **Tuesday August 25, 2020 before 2:00 PM, Local Time**. 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 the following location:

City of Fayetteville, AR
Purchasing Division Room 306 - City Hall
113 West Mountain Street
Fayetteville, Arkansas 72701

A non-mandatory Pre-Bid meeting will be held **Wednesday August 12, 2020 at 10:00 AM onsite**. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

All bids shall be submitted in accordance with the attached 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.

Bid Documents shall be obtained from the City of Fayetteville Purchasing Division electronically, at no cost. No partial sets will be issued.

All vendors intending on bidding shall register as a plan holder by notifying Les McGaugh, Purchasing Agent, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. Failure to register as a plan holder can result in your bid being rejected. Sub-Contractors and suppliers are also strongly encouraged to obtain documents directly from the City and get registered as a plan holder.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. **This is a federally funded project.** A contractor's license from the State of Arkansas Contractor's Licensing Board is not required at the time of bid; however, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

1. Buy American Preferences (Title 49 U.S.C. Chapter 501)
2. Foreign Trade Restrictions (49 CFR 30.17)
3. Davis Bacon Labor Provisions (29 CFR Parts 1, 3, and 5)
4. Requirement for Affirmative Action (41 CFR Part 60-4)
5. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
6. Requirements for Drug-free Workplace

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline. Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

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. Awarding this project shall be contingent upon grant funding being approved and received.

Pursuant to Ark. 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.

CITY OF FAYETTEVILLE, AR

By: Les McGaugh

Title: Purchasing Agent

P: 479-575-8220

Email: lmcgaugh@fayetteville-ar.gov

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

Date of Advertisement: 08/02/2020, 08/09/2020

Appendix A
Bid 20-69
City's Bid Package

Days to Final Completion: 20 Days from Receipt of PO

F.O.B. 2052 S. Garland, Fayetteville, AR 72701

Bid Form is available on Bonfire.

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

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
9. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

- b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 20-69, Construction - Head Start Roof Replacement
Instructions to Bidders

PART ONE - DEFINED TERMS

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

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. The City of Fayetteville assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

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

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

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

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

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

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

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

PART SEVEN - PRICES

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

PART EIGHT - BID FORM

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

PART NINE - SIGNATURE ON BIDS

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

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

PART TEN - BID SECURITY

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

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

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

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

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

PART TWELVE - CONTRACT TIME

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

PART THIRTEEN - LIQUIDATED DAMAGES

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

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

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

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

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

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

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

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

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

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

PART NINETEEN - OPENING OF BIDS

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

PART TWENTY - CONSIDERATION OF BIDS

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

PART TWENTY-ONE - RIGHT TO REJECT BIDS

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

PART TWENTY-TWO - AWARDING OF CONTRACT

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

PART TWENTY-THREE - RETAINAGE

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

PART TWENTY-FOUR - SIGNING OF AGREEMENT

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

PART TWENTY-FIVE - MATERIALS GUARANTY

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

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the

contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

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

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

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

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

End of Section

City of Fayetteville
Bid 20-69, Construction - Head Start Roof Replacement
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 may be submitted electronically on the City's Electronic bidding Platform, Bonfire, by going to www.fayetteville-ar.gov/bids the City is not responsible for failure of bidders technical equipment.
- d. Bids submitted physical 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.**
- e. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- f. Bidders shall have experience in providing products and/or services of the same or similar nature.
- g. 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.
- h. 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.
- i. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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

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

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

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if

approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in

the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (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.

- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
 - k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this 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.
 - l. 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.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. **Technical Specifications**
- b. **Aerial View of worksite.**

Bid 20-69, Technical Specifications

ASPHALT SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection
- C. Associated metal flashing

1.3 REFERENCES

- A. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- I. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D-4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM D7158 – Standard Test Method for Wind Resistance of Asphalt Shingles (Uplift Force/Uplift Resistance Method)
- N. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings
- O. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

1.4 SUBMITTALS

- A. Submit under provisions of the project manual.
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.

- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- D. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E 108/UL 790 Class A Fire Resistance
 - 2. ASTM D 3161/D 7158/UL 997 Wind Resistance.
 - 3. ASTM D 3462
- E. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations and installation details as required by project conditions indicated.

1.5 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the asphalt shingle manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by owner
 - 2. Do not proceed with remaining work until workmanship, color and pattern are approved by owner.
 - 3. Rework Mock-Up area as required to produce acceptable work.
- C. Pre-Installation Meeting – Conduct a pre-installation meeting at the site prior to commencing work of this section. Require attendance of entities directly concerned with roof installation. Agenda will include:
 - 1. Installation methods and manufacturer's requirements and recommendations
 - 2. Safety procedures
 - 3. Coordination with installation of other work
 - 4. Availability of roofing materials.
 - 5. Provide ____ square feet (____ square m) of extra shingles of each color specified.
 - 6. Preparation and approval of substrate and penetrations through roof.
 - 7. Other items related to successful execution of work.
- D. Maintain one copy of manufacturer's application instructions on the project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store Products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials and materials used with solvent based materials in accordance with requirements of Authorities Having Jurisdiction.

- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.

1.7 1.7 PROJECT ENVIRONMENTAL CONDITIONS

- A. Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's limits.

1.8 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:
 - 1. CertainTeed **Landmark**: Lifetime limited warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty (CertainTeed's SureStart or SureStart PLUS) to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
 - 1. First Ten Years (**Landmark** Shingles)
 - 2. No SureStart or SureStart PLUS for any shingle applied to inadequately ventilated roof deck.
- C. SureStart PLUS Extended Warranty Protection (can only be provided by a CertainTeed Credentialed Contractor): **Landmark** shingles carry:
 - 1. 3-Star Coverage (20 years) material and labor costs for repair or replacement and tear off.
 - 2. 4-Star Coverage (50 years*) material and labor costs for repair or replacement, tear off and disposal costs.
**25 years for premises not used by individual homeowners*
 - 3. 5-Star Coverage (50 years**) material and labor costs for repair or replacement, tear off and disposal costs, and workmanship defects (25 years).
***30 years for premises not used by individual homeowners*
- D. Warranty Transferability Clause: Make available to Owner shingle manufacturer's standard option for transferring warranty to a new owner.
- E. Refer to manufacturer's warranty for adjustments for commercial applications.
- F. Provide Upgraded Wind Warranty from 110 to 130 mph on L AR shingles for first 15 years by complying with all manufacturers' conditions and instructions (see section 2.2-B below).

PART 2 PRODUCTS

2.1 MANUFACTURERS

Basis of Design: CertainTeed Corporation; CertainTeed Landmark; Contact Sales Support Group, P.O. Box 860, Valley Forge, PA 19482, Toll Free 800-233-8990

- A. Provide basis of design product, or comparable product approved by Owner prior to bid.

2.2 ASPHALT FIBERGLASS SHINGLES

- A. CertainTeed **Landmark**: Conforming to ASTM D 3018 Type I – Self-Sealing, UL Certification of ASTM D 3462, ASTM D 3161/UL997 110-mph Wind Resistance and UL Class A Fire Resistance, glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; algae-resistance; two piece laminate shingle.
- B. Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:
1. CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
 2. CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge™, Cedar Crest™, Mountain Ridge™ (& IR).
 3. CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart™ and High-Performance Starter).
- (Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)
- C. Weight: 229 / 240 pounds per square (dependent on manufacturing location) (100 square feet).
- D. Color: As selected by Owner from manufacturer's standards

2.3 SHEET MATERIALS

- A. Underlayment: ASTM D 4869, Asphalt saturated felt.

2.4 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 361/A361M; 26 Gauge (0.45 mm) steel with minimum G115/Z350 galvanized coating
- B. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish.
- C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot (0.55mm), natural finish.
- D. Bituminous Paint: Acid and alkali resistant type; black color.
- E. Tinner's Paint: Color as selected by owner to coordinate with shingle color.

2.5 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3.8 inch (9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or ¾ inch (19mm) into solid wood, plywood or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II

2.6 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.
- C. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

2.7 ATTIC VENTILATION

A. CertainTeed Rolled Ridge Vent (28 lf) Filtered or Unfiltered

- 1 Shingle over low profile ridge vent designed with external baffle to deflect wind and weather over the vent. The external baffle creates low pressure over the vent openings to "pull" air from the attic.
- 2 Internal weather filter helps protect the attic from wind driven rain, snow, dust and insects.
- 3 Each vent will provide 12 sq inches of net free area per lineal foot.
- 4 Accommodates roof pitches of 3/12 to 20/12.
- 5 The vent carries an approval report with the Texas Department of Insurance
- 6 Limited Lifetime Warranty and 5-year Sure Start Protection.

B. CertainTeed Intake Vent (4 lf)

- 1 Designed for homes with little or no intake ventilation in the soffit area.
- 2 Each vent has 9 sq inches of net free area per linear foot.
- 3 Minimum 3/12 roof pitch with no maximum.
- 4 Lifetime Limited Warranty; 5-Year SureStart™ Protection.

1. EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions.

B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.

C. Verify deck surfaces are dry and free of ridges, warps or voids.

3.2 ROOF DECK PREPARATION

A. Follow shingle manufacturer's recommendations for acceptable roof deck material.

B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – PROTECTIVE UNDERLAYMENT

A. Roof Slopes between 2:12 and 4:12 – Use of Diamond Deck Synthetic Roofing Underlayment. Follow manufacturer's printed instructions for low slope application of this product. Do not use staples on this product.

B. Roof Slopes 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches (100 mm) over eave protection.

C. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements with Diamond Deck

3.5 INSTALLATION – VALLEY PROTECTION

A. For "closed-cut," "woven," and "open" valleys, first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm) Follow instructions of shingle and waterproofing membrane manufacturer.

3.6 INSTALLATION – METAL FLASHING

A. Weather-lap joints minimum 2 inches (50 mm).

B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

3.7 INSTALLATION – ASPHALT SHINGLES

A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

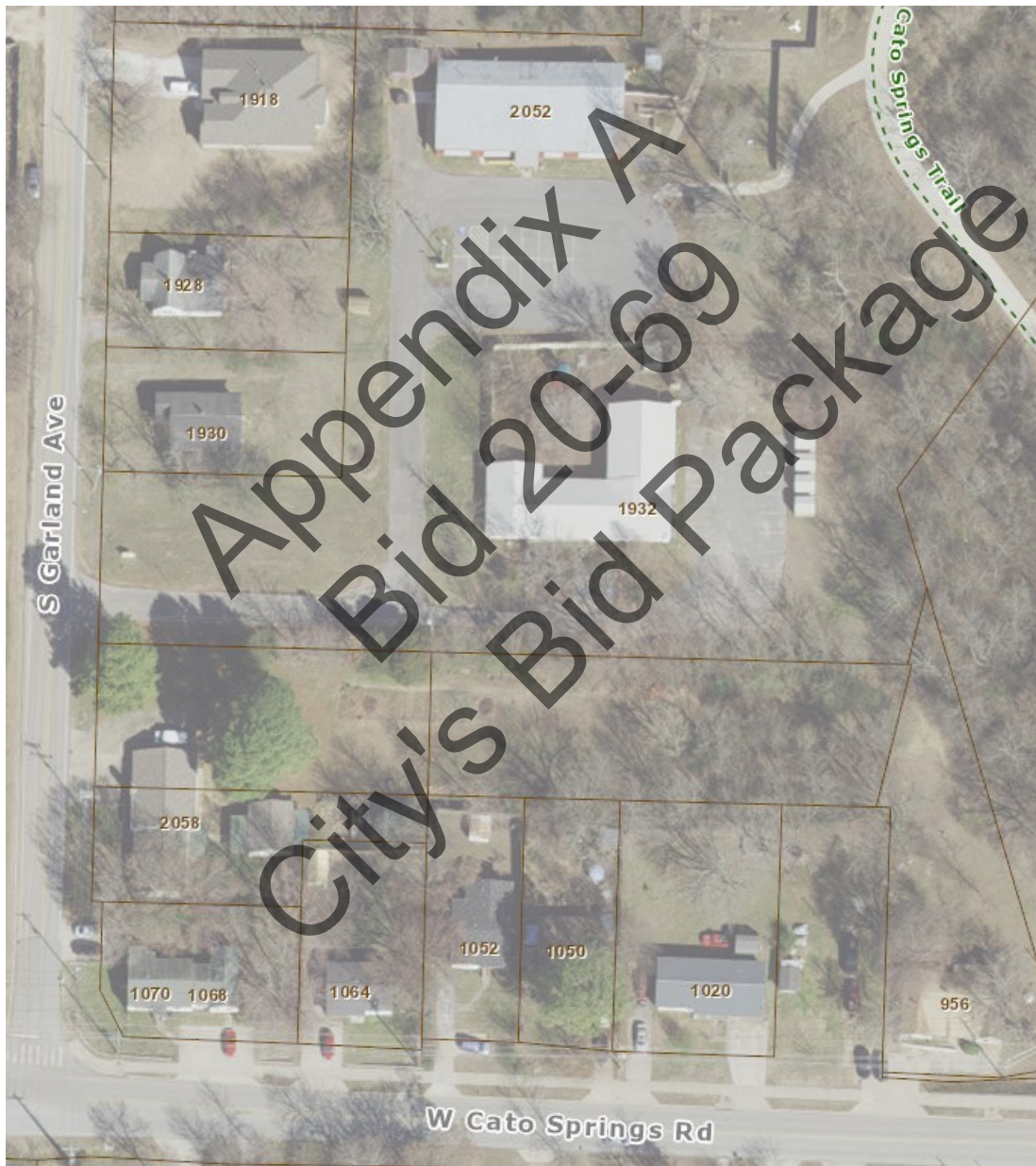
3.8 FIELD QUALITY CONTROL.

A. Visual inspection of the work will be provided by Owner. If conditions are unacceptable, Owner

will notify the owner.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work.
- B. Do not permit traffic over finished roof surface.



Appendix A Bid 20-69 City's Bid Package

Contract for Bid 20-58

Appendix B

Bid Submittal –

T.F. Thompson

Roofing

Project Manual



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY OF FAYETTEVILLE,
ARKANSAS

CONSTRUCTION – Head Start Roof Replacement

BID # 20-69

Date: August 2020



Project Check List

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

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

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

CONTRACTOR NAME: T.F. Thompson Roofing

ARKANSAS CONTRACTORS LICENSE NUMBER: 0286900320

INVITATION TO BID
City of Fayetteville, Arkansas
Bid 20-69, Construction – Head Start Roof Replacement

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the materials, delivery, remove and dispose of old, and installation of a new asphalt shingle roof of the Fayetteville Head Start. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

Sealed bids shall be submitted to the City of Fayetteville (City), AR by **Tuesday August 25, 2020 before 2:00 PM, Local Time**. 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 the following location:

City of Fayetteville, AR
Purchasing Division Room 306 - City Hall
113 West Mountain Street
Fayetteville, Arkansas 72701

A non-mandatory Pre-Bid meeting will be held **Wednesday August 12, 2020 at 10:00 AM onsite**. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

All bids shall be submitted in accordance with the attached 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.

Bid Documents shall be obtained from the City of Fayetteville Purchasing Division electronically, at no cost. No partial sets will be issued.

All vendors intending on bidding shall register as a plan holder by notifying Les McGaugh, Purchasing Agent, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. Failure to register as a plan holder can result in your bid being rejected. Sub-Contractors and suppliers are also strongly encouraged to obtain documents directly from the City and get registered as a plan holder.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. This is a **federally funded project**. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required at the time of bid; however, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

1. Buy American Preferences (Title 49 U.S.C. Chapter 501)
2. Foreign Trade Restrictions (49 CFR 30.17)
3. Davis Bacon Labor Provisions (29 CFR Parts 1, 3, and 5)
4. Requirement for Affirmative Action (41 CFR Part 60-4)
5. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
6. Requirements for Drug-free Workplace

City of Fayetteville, AR
Bid 20-69, Construction - Head Start Roof Replacement
Page 3 of 31

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline. Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

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. Awarding this project shall be contingent upon grant funding being approved and received.

Pursuant to Ark. 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.

CITY OF FAYETTEVILLE, AR

By: Les McGaugh

Title: Purchasing Agent

P: 479-575-8220

Email: lmcgaugh@fayetteville-ar.gov

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

Date of Advertisement: 08/02/2020, 08/09/2020

THIS BID FOR A CONTINUES ON THE NEXT PAGE

Bid Form is available on Bonfire.

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

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

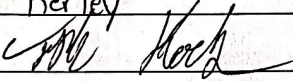
✓
_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
9. 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: Terra Firma Restorations
Purchase Order/Payments shall be issued to this name
*D/B/A or Corporation Name T.F. Thompson Roofing
*BUSINESS ADDRESS: PO Box 1198
*CITY: Bentonville *STATE: AR *ZIP: 72712
*PHONE: 479-271-8187 FAX: N/A
*E-MAIL: Tyler.Kerley@Tfthompson.com
*BY: (PRINTED NAME) Tyler Kerley
*AUTHORIZED SIGNATURE: 
*TITLE: Operations Manager
DUNS NUMBER: 084135924 CAGE NUMBER: 875F8
*TAX ID NUMBER: 462-700-968

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

PART ONE - DEFINED TERMS

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

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. The City of Fayetteville assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and owner in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

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

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

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

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

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

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

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

PART SEVEN - PRICES

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

PART EIGHT - BID FORM

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

PART NINE - SIGNATURE ON BIDS

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

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.

11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.

11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

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

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

PART TWELVE - CONTRACT TIME

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

PART THIRTEEN - LIQUIDATED DAMAGES

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

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

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

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

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

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

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

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

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

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

PART NINETEEN - OPENING OF BIDS

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

PART TWENTY - CONSIDERATION OF BIDS

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

PART TWENTY-ONE - RIGHT TO REJECT BIDS

City of Fayetteville, AR
Bid 20-69, Construction - Head Start Roof Replacement
Page 14 of 31

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

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

PART TWENTY-THREE - RETAINAGE

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

PART TWENTY-FOUR - SIGNING OF AGREEMENT

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

PART TWENTY-FIVE - MATERIALS GUARANTY

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

PART TWENTY-SIX - FAMILIARITY WITH LAWS

26.1 Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the

contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

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

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

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

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

End of Section

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

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids may be submitted electronically on the City's Electronic bidding Platform, Bonfire, by going to www.fayetteville-ar.gov/bids the City is not responsible for failure of bidders technical equipment.
- d. Bids submitted physical 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.**
- e. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- f. Bidders shall have experience in providing products and/or services of the same or similar nature.
- g. 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.
- h. 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.
- i. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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

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

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

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if

approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

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

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

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

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

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to ensure 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:

City of Fayetteville, AR
Bid 20-69, Construction - Head Start Roof Replacement
Page 19 of 31

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

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

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

4. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in

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

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (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.

- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this 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.
- l. 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.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

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

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

27. **ATTACHMENTS TO BID DOCUMENTS:**

- a. Technical Specifications
- b. Aerial View of worksite.

Bid 20-69, Technical Specifications

ASPHALT SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection
- C. Associated metal flashing

1.3 REFERENCES

- A. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- I. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D-4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM D7158 – Standard Test Method for Wind Resistance of Asphalt Shingles (Uplift Force/Uplift Resistance Method)
- N. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings
- O. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

1.4 SUBMITTALS

- A. Submit under provisions of the project manual.
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.

- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- D. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E 108/UL 790 Class A Fire Resistance
 - 2. ASTM D 3161/D 7158/UL 997 Wind Resistance.
 - 3. ASTM D 3462
- E. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations and installation details as required by project conditions indicated.

1.5 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the asphalt shingle manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by owner
 - 2. Do not proceed with remaining work until workmanship, color and pattern are approved by owner.
 - 3. Rework Mock-Up area as required to produce acceptable work.
- C. Pre-Installation Meeting – Conduct a pre-installation meeting at the site prior to commencing work of this section: Require attendance of entities directly concerned with roof installation. Agenda will include:
 - 1. Installation methods and manufacturer's requirements and recommendations
 - 2. Safety procedures
 - 3. Coordination with installation of other work
 - 4. Availability of roofing materials.
 - 5. Provide ____ square feet (____ square m) of extra shingles of each color specified.
 - 6. Preparation and approval of substrate and penetrations through roof.
 - 7. Other items related to successful execution of work.
- D. Maintain one copy of manufacturer's application instructions on the project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store Products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials and materials used with solvent based materials in accordance with requirements of Authorities Having Jurisdiction.

- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.

1.7 PROJECT ENVIRONMENTAL CONDITIONS

- A. Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's limits.

1.8 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:
 - 1. CertainTeed Landmark: Lifetime limited warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty (CertainTeed's SureStart or SureStart PLUS) to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:
 - 1. First Ten Years (Landmark Shingles)
 - 2. No SureStart or SureStart PLUS for any shingle applied to inadequately ventilated roof deck.
- C. SureStart PLUS Extended Warranty Protection (can only be provided by a CertainTeed Credentialed Contractor): Landmark shingles carry:
 - 1. 3-Star Coverage (20 years) material and labor costs for repair or replacement and tear off.
 - 2. 4-Star Coverage (50 years*) material and labor costs for repair or replacement, tear off and disposal costs.
**25 years for premises not used by individual homeowners*
 - 3. 5-Star Coverage (50 years**) material and labor costs for repair or replacement, tear off and disposal costs, and workmanship defects (25 years).
***30 years for premises not used by individual homeowners*
- D. Warranty Transferability Clause: Make available to Owner shingle manufacturer's standard option for transferring warranty to a new owner.
- E. Refer to manufacturer's warranty for adjustments for commercial applications.
- F. Provide Upgraded Wind Warranty from 110 to 130 mph on L AR shingles for first 15 years by complying with all manufacturers' conditions and instructions (see section 2.2-B below).

PART 2 PRODUCTS

2.1 MANUFACTURERS

Basis of Design: CertainTeed Corporation; CertainTeed Landmark; Contact Sales Support Group, P.O. Box 860, Valley Forge, PA 19482, Toll Free 800-233-8990

- A. Provide basis of design product, or comparable product approved by Owner prior to bid.

- A. CertainTeed **Landmark**: Conforming to ASTM D 3018 Type I – Self-Sealing, UL Certification of ASTM D 3462, ASTM D 3161/UL997 110-mph Wind Resistance and UL Class A Fire Resistance, glass fiber mat base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; algae-resistance; two piece laminate shingle.
- B. Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:
1. CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
 2. CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge™, Cedar Crest™, Mountain Ridge™ (& IR).
 3. CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart™ and High-Performance Starter).
- (Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)
- C. Weight: 229 / 240 pounds per square (dependent on manufacturing location) (100 square feet).
- D. Color: As selected by Owner from manufacturer's standards

2.3 SHEET MATERIALS

- A. Underlayment: ASTM D 4869, Asphalt saturated felt.

2.4 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 361/A361M; 26 Gauge (0.45 mm) steel with minimum G115/Z350 galvanized coating
- B. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish.
- C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot (0.55mm), natural finish.
- D. Bituminous Paint: Acid and alkali resistant type; black color.
- E. Tinner's Paint: Color as selected by owner to coordinate with shingle color.

2.5 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3.8 inch (9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or ¾ inch (19mm) into solid wood, plywood or non-veneer wood decking.
- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II

2.6 FLASHING FABRICATION

- A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.
- C. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

2.7 ATTIC VENTILATION

A. CertainTeed Rolled Ridge Vent (28 lf) Filtered or Unfiltered

- 1 Shingle over low profile ridge vent designed with external baffle to deflect wind and weather over the vent. The external baffle creates low pressure over the vent openings to "pull" air from the attic.
- 2 Internal weather filter helps protect the attic from wind driven rain, snow, dust and insects.
- 3 Each vent will provide 12 sq inches of net free area per lineal foot.
- 4 Accommodates roof pitches of 3/12 to 20/12.
- 5 The vent carries an approval report with the Texas Department of Insurance
- 6 Limited Lifetime Warranty and 5-year Sure Start Protection.

B. CertainTeed Intake Vent (4 lf)

- 1 Designed for homes with little or no intake ventilation in the soffit area.
- 2 Each vent has 9 sq inches of net free area per linear foot.
- 3 Minimum 3/12 roof pitch with no maximum.
- 4 Lifetime Limited Warranty; 5-Year SureStart™ Protection.

1. EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.
- C. Verify deck surfaces are dry and free of ridges, warps or voids.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – PROTECTIVE UNDERLAYMENT

- A. Roof Slopes between 2:12 and 4:12 – Use of Diamond Deck Synthetic Roofing Underlayment. Follow manufacturer's printed instructions for low slope application of this product. Do not use staples on this product.
- B. Roof Slopes 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches (100 mm) over eave protection.
- C. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements with Diamond Deck

3.5 INSTALLATION – VALLEY PROTECTION

- A. For "closed-cut," "woven," and "open" valleys, first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm) Follow instructions of shingle and waterproofing membrane manufacturer.

3.6 INSTALLATION – METAL FLASHING

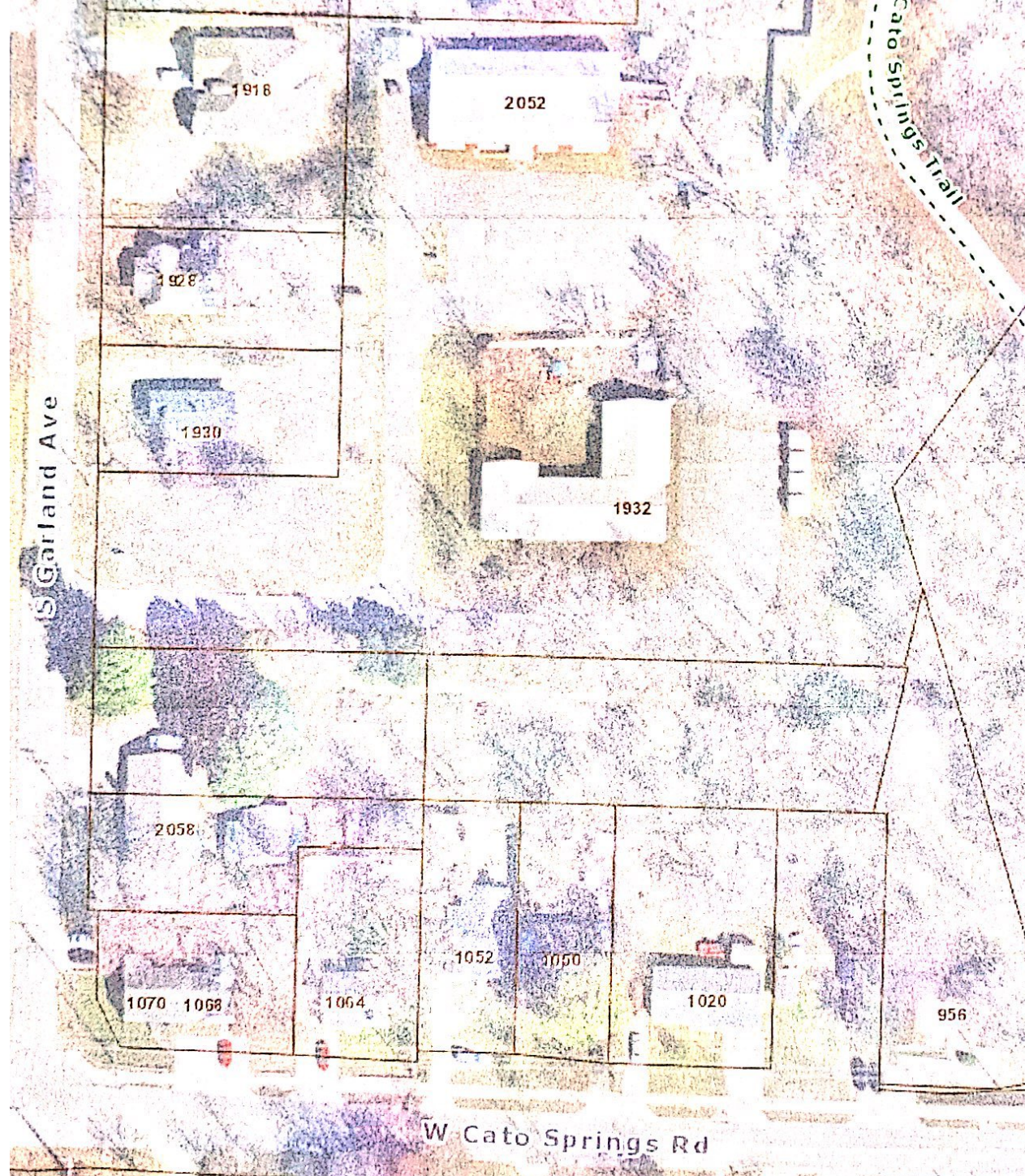
- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

3.7 INSTALLATION – ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.8 FIELD QUALITY CONTROL

- A. Visual inspection of the work will be provided by Owner. If conditions are unacceptable, Owner



Item Number	Item	Quantity Required	Unit of Measure	Unit Price
Bid 20-69 (3)				
#1-1	Bonding and Insuran	1	Lump Sum	1000
#1-2	Roof Replacement (F	1	LS	45000
#1-3	Roof Decking (unit c	5	EA	40

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INSURANCE POLICY WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF
THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.
THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER
DATE OF ISSUANCE.

Branch #: 161

Remitter: Terra Firma Restorations

Pay Two Thousand Two Hundred Fifty Dollars and 00/100

To
The
Order
Of
City of Fayetteville, AR

Memo:

ARVEST
BANK

CUSTOMER COPY

No: 1610006735

DATE: 08/25/2020

81-87/829

*****\$2,250.00

CASHIER'S CHECK
NOT
NEGOTIABLE

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INSURANCE POLICY WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF
THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN.
THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER
DATE OF ISSUANCE.

Branch #: 161

Remitter: Terra Firma Restorations

Pay Two Thousand Two Hundred Fifty Dollars and 00/100

To
The
Order
Of
City of Fayetteville, AR

Memo:

ARVEST
BANK

No: 1610006735

DATE: 08/25/2020

81-87/829

*****\$2,250.00

CASHIER'S CHECK

[Signature]
Lisa Watkins

⑈ 16 10006735 ⑈ ⑆ 08 2900872 ⑆

10010459⑈

Security features included. Details on back.

DATE	DESCRIPTION	AMOUNT
08/25/2020	Cashier's Check Check #: 1610006735 Remitter: Terra Firma Restorations Payee: City of Fayetteville, AR Amount: \$2,250.00 Fee: \$0.00	
	Total:	\$2,250.00

Back to Project

Bid 20-69, Construction - Head Start Roof Replacement - Proposal Data

Show/Hide



Search

Supplier	Arkansas Contractor's License # or Date of Application	AR Secretary of State Filing #	5. Pursuant Arkansas Code Annotated §25-1-503, the Contractor currently boycott Israel and will not boycott Israel during while in contract, with any public entity as defined in §2 contractor decides to boycott Israel, the contractor must
T.F. Thompson Roofing Scorecard Open...	0286900320	811000660	Yes



Contract for Bid 20-69
Appendix C
Recommendation for Award



Bid Tabulation

Bid 20-69, Construction - Head Start Roof Replacement

				T.F. Thompson Roofing	
				\$ 46,200.0	
#	Items	Quantity Required	Unit of Measure	Total Cost	
				UnitPrice	TotalCost
#1-1	Bonding and Insurance	1	Lump Sum	\$1,000.00	\$1,000.00
#1-2	Roof Replacement (Purchase and delivery of materials, tear off and disposal of old roof, and installation of new roof and gutters)	1	LS	\$45,000.00	\$45,000.00
#1-3	Roof Decking (unit cost to replace 4'x'8' decking, as needed) None Expected	5	EA	\$40	\$200



Bid 20-69, Construction - - Bid 20-69, Construction - Head Start Roof Replacement

Project Overview

Project Details	
Reference ID	Bid 20-69, Construction -
Project Name	Bid 20-69, Construction - Head Start Roof Replacement
Project Owner	Andrea Foren
Project Type	ITB
Department	Purchasing
Budget	\$56,250.00
Project Description	Bid 20-69, Construction - Head Start Roof Replacement
Open Date	Aug 02, 2020 12:00 AM CDT
Close Date	Aug 25, 2020 2:00 PM CDT

Highest Scoring Supplier	Score
T.F. Thompson Roofing	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Bid 20-69, Bid Form (BT-59BQ)	Aug 25, 2020 2:01 PM CDT	Les McGaugh
City's Required Forms	Aug 25, 2020 2:01 PM CDT	Les McGaugh
Bid Bond	Aug 25, 2020 2:01 PM CDT	Les McGaugh
Arkansas Contractor's License # or Date of Application	Aug 25, 2020 2:01 PM CDT	Les McGaugh
AR Secretary of State Filing #	Aug 25, 2020 2:01 PM CDT	Les McGaugh
5. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.	Aug 25, 2020 2:01 PM CDT	Les McGaugh

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in,



or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Les McGaugh	Aug 25, 2020 2:02 PM CDT	No



Public Notices

Reminder: Deadline today at 2:00 PM CDT for Head Start Roof Replacement

Les McGaugh, Aug 25, 2020 12:04 PM CDT

Reminder: Deadline today at 2:00 PM CDT for Head Start Roof Replacement



Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
T.F. Thompson Roofing	Aug 25, 2020 1:43 PM CDT	Tyler Kerley	tyler.kerley@tfthompson.com	OTY0NzM=



Scoring Summary

Active Submissions

	Total	Total Base Bid Price	Within Certified Funds
Supplier	/ 100 pts	/ 100 pts	Pass/Fail
T.F. Thompson Roofing	100 pts	100 pts (\$46,200.00)	Pass

Signatures

Name	Signatures
Andrea Foren (Project Owner)	Andrea Foren  Digitally signed by Andrea Foren Date: 2020.10.01 13:09:00 -05'00'
Les McGaugh (Evaluator)	Les McGaugh  Digitally signed by Les McGaugh Date: 2020.08.26 16:12:43 -05'00'