

City of Fayetteville Staff Review Form

2022-0505

Legistar File ID

7/5/2022

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

Summer Fallen

6/1/2022

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to accept David's Roofing contract for Bid# 22-36 Drake Field T-hangar Roof Rehabilitation in the amount of \$95,710.50 and to approve a project contingency.

Budget Impact:

5550.760.3960-5804.00

Airport

Account Number

Fund

21011.1

Airport T-hangar Roof Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 185,000.00

Funds Obligated \$ -

Current Balance \$ 185,000.00

Does item have a cost? Yes

Item Cost \$ 105,281.55

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 79,718.45

V20210527

Purchase Order Number:

Previous Ordinance or Resolution # 108-22

Change Order Number:

Approval Date: 5/17/2022

Original Contract Number:

Comments: Mayor's signed the ADA application on March 14, 2022, Legistar # 2022-0236, Budget Adjustment approved with grant application on 5/17/2022, Resolution# 108-22.



**MEETING OF JULY 5, 2022**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Terry Gulley, Transportation Services Director

**FROM:** Summer Fallen, Airport Director

**DATE:** June 1st, 2022

**SUBJECT:** **David's Roofing Contract Bid # 22-36 Drake Field T-Hangar Roof Rehabilitation**

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**RECOMMENDATION:**

Staff requests approval for the Aviation Division to accept David's Roofing Contract for Bid# 22-36 Drake Field T-hangar Roof Rehabilitation from in the amount of \$95,710.50 and to approve a project contingency.

**BACKGROUND:**

The Airport currently has a t-hangar waiting list of seventy-two people. The hangars themselves range in age with the newest bay being nearly 20 years old. These tenants actively support the avgas fuel sales and operations of the airport. The bid opening took place on May 17<sup>th</sup>, 2022 with David's Roofing being the low bidder. This project will be funded by a 90/10 grant from the Arkansas Department of Aeronautics.

**DISCUSSION:**

Fayetteville-Drake Field Airport will use the grant to repair the current t-hangar roofs to provide a better aircraft storage environment for our tenants. The issues with leaking, especially during heavy rain continue to grow in severity, which could damage the private property of those who provide revenue to the airport.

**BUDGET/STAFF IMPACT:** The airport may expend up to \$10,528.16 as part of the matching requirements for this project. These funds were previously allocated under the Airport's T-Hangar Rehab CIP project.

Bid Total- \$95,710.50

Contingency- \$9,571.05

State Portion- \$94,753.39

City Portion- \$10,528.16

**Attachments:**

Staff Review Form

City Council Memo

David's Roofing Contract

David's Roofing Bid Documents

# CONTRACT

CUSTOMER NAME <b>City Of Fayetteville</b>	CUSTOMER EMAIL <a href="mailto:sfallen@fayetteville-ar.gov">sfallen@fayetteville-ar.gov</a>	CUSTOMER PHONE NUMBER <b>479-575-8257</b>
PROJECT STREET ADDRESS <b>Drake field T-Hanger</b>	PROJECT CITY, STATE, ZIP CODE <b>Fayetteville, AR</b>	ARKANSAS CONTRACTORS LICENSE NUMBER <b>041294 (David's Roofing Company)</b>
INSURANCE PROVIDER	INSURANCE CLAIM NUMBER	INSURANCE ADJUSTER

[illegible]

<b>\$95,710.50</b>	<b>\$0.00</b>	<b>\$95,710.50</b>	<b>MAIL PAYMENT TO:</b> DAVID'S ROOFING COMPANY P.O. BOX 227 PRAIRIE GROVE, AR 72753
<i>CONTRACT TOTAL</i>	<i>AMOUNT PAID</i>	<i>BALANCE DUE</i>	
<b>PAYMENT IS DUE UPON COMPLETION OF PROJECT</b>			
<b>I HAVE READ AND AGREE TO THE TERMS ON THE REVERSE OF THIS DOCUMENT</b>			Customer(s): _____ (initials) David's Roofing Rep: <u>AM</u> (initials)

**THANK YOU FOR CHOOSING DAVID'S ROOFING COMPANY, INC.**





## DAVID'S ROOFING COMPANY, INCORPORATED CONTRACT TERMS AND CONDITIONS

*It is the responsibility of the homeowner to move any item that could be damaged during the repair process.*

*David's Roofing Company, Inc. is not responsible for any broken/damaged plants/shrubs.*

*David's Roofing Company, Inc. is not responsible for damage to or repositioning of satellite dishes.*

*David's Roofing Company, Inc. is not responsible for damaged interior air conditioner or interior gas lines, if the damage occurs due to improper installation. (Improper = Not being up to code or installer's dereliction of duty)*

*David's Roofing Company, Inc. is not responsible for repairs of grass or driveways around the house.*

*Payments made with credit or debit cards are subject to a 4% processing fee.*

*Cancellation of contract invokes a 10% cancellation fee.*

*David's Roofing Company, Inc. is not responsible for previous damage due to leaks, nor will we be responsible for any further damage if the origin of the leak is not corrected right away.*

**ADDITIONAL TERMS, CONDITIONS, & POLICIES:** David's Roofing Company, Inc. reserves the right to cancel this agreement, at any time, without penalty. Where supplements are required; (ex: additional layers, replacement of rotten/damaged decking, installation of required flashings (including flashing pans), code requirements, price fluctuations beyond our control), David's Roofing Company, Inc. will notify customer of changes, said supplements will become part of this contract and subject to the terms and conditions thereof. David's Roofing Company, Inc. employees are fully covered by Workman's Compensation and General Liability. This is a firm bid. No credits will be given for unused materials left at the job site. Unused materials will be picked up by our supplier or a David's Roofing Company, Inc. employee. David's Roofing Company, Inc. is not responsible for any materials or supplies that may be stolen from the jobsite. David's Roofing Company, Inc. provides a 5-year labor warranty, and standard manufacturer's warranty. No warranties cover any 'Act of Nature' damage. Failure to pay full contracted amount will result in any and all warranties to become null and void. **If contract is not paid in full within 30 days, a lien will be placed on the property and all lien/legal costs will be added to the balance due. Outstanding balances beyond 30 days are subject to late fees and interests.**

**UNDERSTANDING OF POLICY:** By signing my name below, I certify that I have read the above information, any questions concerning these policies have been discussed. My signature certifies my understanding/agreement with the above policies. I understand I am responsible for all charges not paid by insurance. A photocopy of this document is as valid as the original. You may receive a copy of this document upon request.

**ACCEPTANCE OF PROPOSAL:** The noted prices, specifications, and conditions as listed on this agreement are hereby accepted. David's Roofing Company, Inc. is authorized to do the work as specified.

**PRECONSTRUCTION OR "IMPORTANT" NOTICE:** I understand that each contractor, subcontractor, laborer, supplier, architect, engineer, surveyor, appraiser, landscaper, abstractor, or title insurance agent supplying labor, services, material, or fixtures is entitled to a lien against the property if not paid in full for the labor, services, materials, or fixtures used to improve, construct, or insure or examine title to the property even though the full contract price may have been paid to the contractor. I realize that this lien can be enforced by the sale of the property if necessary. I am also aware that payment may be withheld to the contractor in the amount of the cost of any services, fixtures, materials, or labor not paid for. I know that it is advisable to, and I may, require the contractor to furnish me a true and correct full list of all suppliers and service providers under the contract, and I may check with them to determine if all materials, labor, fixtures, and services furnished for the property have been paid for. I may also require the contractor to present lien waivers by all suppliers and services provided under the contract before I pay the contractor in full. If a supplier or other service provider and contractor with a check made payable to them jointly.

PROPERTY OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

*I hereby certify that the signature above is that of the owner, registered agent of the owner, or authorized agent of the owner of the property at the address set out above.*

CONTRACTOR SIGNATURE: Alex Perry TITLE: President

**THANK YOU FOR CHOOSING DAVID'S ROOFING COMPANY, INC.**



## **Bid 22-36 Addendum 1**

### **David's Roofing Company, Inc.**

### **Supplier Response**

#### **Event Information**

Number: Bid 22-36 Addendum 1  
Title: Bid 22-36, Construction - Drake Field T-Hanger Roof Rehabilitation  
Type: Construction - With Plan Holder Listing  
Issue Date: 4/26/2022  
Deadline: 5/17/2022 02:00 PM (CT)  
Notes: The City of Fayetteville, Arkansas is seeking sealed bids from qualified contractors for the full replacement of all screws in the roofing panels, and ridge cap, and replacement/installation of foam closure strips at the ridge cap for a total of either (8) T-hangers of varying sizes at the Fayetteville Executive Airport. All questions during the bidding process shall be addressed to Amanda Beilfuss, Purchasing Agent, at [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov).

#### **Contact Information**

Contact: Amanda Beilfuss  
Address: Purchasing  
City Hall  
Room 306  
113 W. Mountain St.  
Fayetteville, AR 72701  
Email: [abeilfuss@fayetteville-ar.gov](mailto:abeilfuss@fayetteville-ar.gov)

## David's Roofing Company, Inc. Information

Contact: Alex Henry  
Address: 3550 E Heritage Parkway  
Farmington, AR 72730  
Phone: (479) 846-2113  
Email: alex.henry@davidstroofinginc.com  
Web Address: www.davidstroofinginc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Alex Henry  
Signature

alex.henry@davidstroofinginc.com  
Email

Submitted at 5/17/2022 11:47:22 AM

## Requested Attachments

### Bid 22-36, Required Signature Forms

Signature Forms.pdf

Please attach your completed Required Signature Forms. This can be located in the "Attachments" tab.

### Bid 22-36, Bid Bond

Bond Approval.pdf

Please attach a completed copy of your Bid Bond.

## Bid Lines

1	Lump Sum Bid (DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS & INSURANCE IN THIS LINE ITEM)	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$90,850.00"/>	Total: <input type="text" value="\$90,850.00"/>
2	Bonds and Insurance	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$2,860.50"/>	Total: <input type="text" value="\$2,860.50"/>
3	Mobilization	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <input type="text" value="\$2,000.00"/>	Total: <input type="text" value="\$2,000.00"/>

**Response Total: \$95,710.50**



#### EXECUTION OF BID -

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's [online bidding portal \(www.fayetteville-ar.gov/bids\)](http://www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
  - Required Signature Forms (this form, completed in its entirety)
  - Completed and Signed Bid Bond (as stated in the Bid Form)

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.

PRICE: Bidders shall submit pricing on the City's online bidding portal ([www.fayetteville-ar.gov/bids](http://www.fayetteville-ar.gov/bids)) in the format presented online.

**Refer to the City's electronic bidding platform to submit bid pricing electronically.**

**Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.**

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.

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\_\_\_\_\_ 2.) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_



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

\*NAME OF FIRM: David's Roofing Company, Inc.  
*Purchase Order/Payments shall be issued to this name*  
\*D/B/A or Corporation Name David's Roofing Company, Inc.  
\*BUSINESS ADDRESS: 3550 E Heritage Parkway  
\*CITY: Farmington. \*STATE: AR \*ZIP: 72730  
\*PHONE: 479-846-2113 FAX: NA  
\*E-MAIL: Alex.henry@david'sroofinginc.com  
\*BY: (PRINTED NAME) Alex Henry  
\*AUTHORIZED SIGNATURE: Alex Henry  
\*TITLE: President  
UNIQUE ENTITY NUMBER: \_\_\_\_\_ CAGE NUMBER: \_\_\_\_\_  
\*TAX ID NUMBER: 85-4305125 AR CONTRACTORS LICENSE #: 041294

Acknowledge Addendums:

Addendum No. 1 Dated: 5-6-22 Acknowledged by: Alex Henry

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

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

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

**END OF REQUIRED SIGNATURE FORMS**

**BID BOND**  
(Percentage)

Bond No. 66254096

KNOW ALL PERSONS BY THESE PRESENTS, That we David's Roofing Company, Inc.  
of 3550 E Heritage Parkway, Farmington, AR 72730

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Fayetteville

~~of~~ \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Five Percent of the Amount Bid  
( 5% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
Drake Field T-Hanger Roof Rehabilitation

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 17th day of May, 2022.

Principal

David's Roofing Company, Inc.

BY: Alex Henry

Surety

WESTERN SURETY COMPANY

BY: Jennifer Denise Taylor  
Jennifer Denise Taylor, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66254096

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jennifer Denise Taylor

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: David's Roofing Company, Inc.

Obligee: City of Fayetteville

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

If Bond No. 66254096 is not issued on or before midnight of August 15th, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 17th day of May, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 17th day of May, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires March 2, 2026

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of May, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



JENNIFER DENISE TAYLOR  
3171 WOODBRIDGE ROAD  
SPRINGDALE AR 72762

License No: 6375302		State of Arkansas Insurance License Arkansas Insurance Department <b>JENNIFER DENISE TAYLOR</b>	
This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:			
RESIDENT			
LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	11/01/2021	10/31/2023	Casualty, Property

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: [insurance.license@arkansas.gov](mailto:insurance.license@arkansas.gov)

*Alan McClain*  
ALAN MCCLAIN  
Insurance Commissioner

License No: 6375302

**State of Arkansas**  
**Insurance License**  
Arkansas Insurance Department  
**JENNIFER DENISE TAYLOR**

This is to certify that the above named individual is licensed to engage in the business of insurance in the State of Arkansas in the following capacity:

RESIDENT			
LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Insurance Producer	11/01/2021	10/31/2023	Casualty, Property

For questions regarding a license, contact Arkansas Insurance Department at 501-371-2750 or E-mail: [insurance.license@arkansas.gov](mailto:insurance.license@arkansas.gov)

*Alan McClain*  
ALAN MCCLAIN  
Insurance Commissioner



**BID TABULATION**

**Bid 22-36, Construction - Drake Field T-Hanger Roof Rehabilitation**

DEADLINE: Tuesday, May 17, 2022 at 2:00 PM

Certification of Funds: \$150,000.00

				David's Roofing Company, Inc.	
				Total Price	\$95,710.50
Line #	Description	QTY	UOM	Unit	Extended
1	Lump Sum Bid(DO NOT INCLUDE PRICING FORMOBILIZATION ORBONDS INSURANCEIN THIS LINE ITEM)	1	LS	\$90,850.00	\$90,850.00
2	Bonds and Insurance	1	LS	\$2,860.50	\$2,860.50
3	Mobilization	1	LS	\$2,000.00	\$2,000.00

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

Amanda Beilfuss

Digitally signed by Amanda Beilfuss  
Date: 2022.05.18 09:21:16 -05'00'

Amanda Beilfuss, Purchasing Agent

Andrea Foren

Digitally signed by Andrea Foren  
Date: 2022.05.19 14:46:03 -05'00'

Andrea Foren, Purchasing Manager