

# Monthly Emergency Purchase report for April 2011

(for May Review)

**PO DATE** 5/5/2011 **PO #** 4501149748 **AGENCY:** Arkansas Dept fo Parks & Tourism (Lake Quachita State Park) **AMOUNT** \$24,050.00  
**VENDON NAME:** Williamson Boat Docks, Inc  
 The marina sustained tornado damage on April 25th, 2011 and is currently closed along with all park facilities. Several boat docks are damaged. It is critical to park operations that the marina is repaired as soon as possible in order to resume revenue operations (public boat rentals) at the marina, provide access to boat owners and to prevent further damage to the marina damage to the marina facility.

**NOTE: OSP APPROVAL NOT REQUIRED ON REQUISITIONS LISTED BELOW**

**PO DATE** 2/25/2011 **PO #** 1164701 **AGENCY:** U of A-Pine Bluff **AMOUNT** \$10,800.00  
**VENDON NAME:** Anderson Electric  
 Emergency Call Out. Power outage in student union. Replaced transformers and repaired power.

**PO DATE** 2/18/2011 **PO #** 39-1776 **AGENCY:** Arkansas State Highway & Transoprtation Department **AMOUNT** \$5,460.00  
**VENDON NAME:** Worley Excavating & Grading  
 These contract graders were needed to assist in snow removal for significant snow event in Carroll County. In the best interest and safety of the traveling public due to significant snow event.

**PO DATE** 2/24/2011 **PO #** 38-0839 **AGENCY:** Arkansas State Highway & Transoprtation Department **AMOUNT** \$7,000.00  
**VENDON NAME:** Robinson Excavating  
 These contract graders were needed to assist in snow removal for significant snow event in Carroll County. In the best interest and safety of the traveling public due to significant snow event.

**PO DATE** 3/7/2011 **PO #** 39-1864 **AGENCY:** Arkansas State Highway & Transoprtation Department **AMOUNT** \$35,742.50  
**VENDON NAME:** Nabolz  
 The contract graders were needed to assist in snow removal for a significant snow removal for a significant snow event in Benton County. In the best interest and safety of the traveling public due to significant snow event.



STATE OF ARKANSAS

Purchase Order

Vendor No. 100035904  
 Contact  
 Your reference  
 WILLIAMSON BOAT DOCKS, INC.  
 3531 CENTRAL AVENUE STE D  
 HOT SPRINGS AR 71913

PO No. 4501149748  
 Date 05/05/2011  
 Contact Erin Hunter  
 Telephone 501-682-2787  
 Fax 501-682-2383  
 Our ref. EM  
 Incoterms FOB  
 DESTINATION

Send Invoice To:

Attn: Accounts Payable  
 Arkansas Dept of Parks and Tourism  
 1 Capitol Mall Ste 4A-900  
 Little Rock AR 72201-1087

Ship To:

LAKE OUACHITA STATE PARK  
 5451 MOUNTAIN PINE ROAD  
 MOUNTAIN PINE AR 71956

Delivery Date: 05/19/2011

\*\*\*\*\*Purchase Order Acknowledgement Required\*\*\*\*\*  
 By Fax (501-682-2383) or e-mail: erin.hunter@arkansas.gov  
 Phone: 501-623-7698 / Fax: 501-623-7940  
 e-mail: wmsdocks@aol.com  
 Park Contact: Lee Howard, Superintendent  
 Phone: 501-767-9366 / Fax: 501-767-8168

Item	Material/Description	QuantityUM	Net Price	Net Amount
0010	10106432 SERVICE, CONSTRUCTION, MARINA, FIXED/FLOAT Item #1 - Realign each dock and reset without moving concrete anchors - \$1,300.00 Item #2 - A Dock walkway repair where it is broken loose and plate is damaged - \$660.00 Item #3 - A Dock bumper and board in front of slip - \$300.00 Item #4 - B Dock repair, tear off damaged ridge cap and install 40' of ridge cap - \$400.00 Item #5 - B Dock, replace bolts on dock frame that are pulled out and broken, bolt dock frame back together - \$350.00 Item #6 - B Dock, tear off 2 sheets of damaged roofing and install 2 new roofing sheets - \$490.00	1 EA	24,050.00	\$ 24,050.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

Date



STATE OF ARKANSAS

Purchase Order

Vendor No. 100035904
Contact
Your reference

PO No. 4501149748
Date 05/05/2011
Our reference EM

Table with 5 columns: Item, Material/Description, QuantityUM, Net Price, Net Amount. Contains 26 line items for dock repairs and a summary row for Net Value of \$24,050.00.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Department of Parks and Tourism

3



STATE OF ARKANSAS

Purchase Order

Vendor No. 100035904  
Contact  
Your reference

PO No. 4501149748  
Date 05/05/2011  
Our reference EM

[Empty rectangular box for purchase order details]

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

**Department of Parks and Tourism**

4

# Memorandum



*AR Department of Parks and Tourism  
One Capitol Mall  
Little Rock, AR 72201*

Date: May 5th 2011  
To: Robin Rogers, Deputy Director, Office of State Procurement  
From: Mark Steindl, Procurement Manager  
Subject: PO # 4501149748 , Williamson Boat Docks / Lake Ouachita State Park

Please consider this our request for the approval of an emergency purchase for the repair of the marina at Lake Ouachita State Park. The marina sustained tornado damage on April 25<sup>th</sup> 2011 and is currently closed along with all park facilities. It is critical to park operations that the marina is repaired as soon as possible in order to resume revenue operations (public boat rentals) at the marina, provide access to boat owners and to prevent further damage to the marina facility. The total cost for repairs is \$24,050.00. I have attached the quote from Williamson Boat Docks along with proof of insurance and disclosure form to the purchase order. Your consideration of this request is greatly appreciated. Please call me if you require any additional information.

Mark Steindl  
Procurement Manager  
Arkansas Department of Parks and Tourism

**Contract and Grant Disclosure and Certification Form**

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency

Subcontractor Name: Williamson Boat Docks v Lmc.

Yes  No Williamson Boat Docks v Lmc.  
is This For:  Goods?  Services?  Both?

Taxpayer ID Name: 71-0842291

Your Last Name: Williamson First Name: (Buary) Joseph M.I. V

Address: 3531 Central Avenue Step

City: bbf Spring State: Ar Zip Code: 71913 Country: USA

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED**

**FOR INDIVIDUALS \***

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (x)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how they relate to you? (i.e. Jane Q. Public, Spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member			<u>N/A</u>				
State Employee							

None of the above applies

**FOR AN ENTITY (BUSINESS) \***

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (x)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member			<u>N/A</u>					
State Employee								

None of the above applies

\* Note: Please list additional disclosures on separate sheet of paper if more space is needed.

6

## Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature Joseph A. Williams Title President Date 5/5/2011  
 Vendor Contact Person Sherril or Buzny Title \_\_\_\_\_ Phone Number 501-623-7698

Agency Use Only		Agency Name	Agency Contact Person	Contact Phone #	Contract or Grant Number
Agency Number	900 - 1010	Arkansas Department of Parks and Tourism	Allan Holmes	501-682-1633	9001010

\* Note: Please list additional disclosures on separate sheet of paper if more space is needed



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BS

DATE (MM/DD/YYYY)

05/05/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Alliance Insurance Group P.O. Box 8 1015 Caddo Street Arkadelphia, AR 71923 Mike McLane	870-246-5573 870-246-4825	CONTACT NAME: <b>Becky Sullivan</b> PHONE (A/C, No, Ext): <b>501-525-4428</b> FAX (A/C, No): <b>501-525-4255</b> E-MAIL ADDRESS: <b>becky@alliancearkansas.com</b> PRODUCER CUSTOMER ID #: <b>WILLI-8</b>
INSURED <b>Williamson Boat Docks Inc</b> 3531 Central Ave Unit D Hot Springs, AR 71913	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Scottsdale Insurance Company</b>	NAIC #
	INSURER B: <b>The Travelers</b>	<b>27998</b>
	INSURER C: <b>Accident Fund National Ins</b>	<b>12305</b>
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPS1159507	03/06/11	03/06/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA330M5526	10/22/10	10/22/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WCV6069083 00	10/10/10	10/10/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

AR Dept of Parks & Tourism  
Stan.graves@arkansas.com  
Stan Graves  
900 W Markham St  
Little Rock, AR 72201

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Mike McLane

© 1988-2009 ACORD CORPORATION. All rights reserved.

**UNIVERSITY OF ARKANSAS AT PINE BLUFF**

**MEMORANDUM**

TO: Office of State Purchasing  
1509 W. 7<sup>th</sup> St., 3<sup>rd</sup> Fl  
Little Rock, AR 72203

FROM: Eddie Rayford, CPPB, Purchasing Specialist  
(870) 575-8736  
Univ. of Ark. At Pine Bluff  
PO Box 4979  
Pine Bluff, AR 71611

DATE: March 11, 2011

RE: **MONTHLY EMERGENCY (EM) REPORT**

.....  
( 1 ) Emergency Purchase Order(s) for the Month of FEBRUARY 2011

( ) Negative Report for the Month



# University of Arkansas At Pine Bluff Purchase Order

P O Date: 05/17/2017

P O No: 17000000000000000000

**Send Invoices in Triplicate To:**  
Accounts Payable  
P.O. Box 4984  
University of Arkansas at Pine Bluff  
Pine Bluff, Arkansas 71611  
(870) 575-8281 / 8271 / 8178

**Vendor Will Ship FOB Destination To:**  
U.A.P.B. Warehouse  
1200 No. University / Hazzard Annex  
Pine Bluff, Arkansas 71611

**VENDOR**  
GRIFFIN ELECTRIC  
3550 S. HIGHWAY 100  
PINE BLUFF, AR 71615

**DEPARTMENT NAME**  
UNIVERSITY OF ARKANSAS AT PINE BLUFF

SIGNATURE

A.V. TAYLOR, DIR. UNIV. PUR. UNIT. PHONE: (870) 575-8275 FAX: (870) 575-8287

**VENDOR: Please reference our purchase order number on all labels, invoices and packing slips.  
All deliveries shall be within 30 days unless otherwise specified.**

IT	QUANT	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.0000	EA	RESIDENTIAL PHONE UNIT TYPICAL DESIGN STANDARD DESIGN KITCHEN PHONE UNIT AND STANDARD DESIGN 10' CORD STANDARD OUTSIDE MOUNTING PHONE HOOKS STANDARD	10,500.00	10,500.00
				TOTAL AMOUNT	10,500.00



February 7, 2011

Mrs. Pauline Thomas Vice Chancellor for Finance  
University of Arkansas @ Pine Bluff

Dear Mrs. Thomas

**RE: POWER OUTAGE/RUST TECHNOLOGY  
Emergency Justification**

In compliance with section 19-11-233 of the Arkansas State Procurement Law, we are herein requesting your approval repair the Transformers @ The Rust Technology Building, which exceeds the bid limit of \$5,000. Details to follow:

Date Emergency	<u>2-1-2011</u>
BUILDING	Rust Technology,
WEATHER CONDITION	Very Windy, Electrical Strom & Heavy Rain
VENDOR	Anderson Electric
AMOUNT	\$ 10,800.00

**WHAT WAS DONE TO GET THE BUILDING BACK FUNCTIONAL**

Anderson Electric was called who installed 3 transformers

Thank you

Keith Ross Sr.

Keith Ross 12-7-11

Mrs. Pauline Thomas Vice Chancellor for Finance

APPROVAL

Pauline Thomas 2/14/11

Interim Director Physical Plant

**ARKANSAS PINE BLUFF™  
PHYSICAL PLANT DEPARTMENT**

1200 North University Drive • Mail Slot 4934 • Pine Bluff, Arkansas 71601 • Office: (870) 575-8830 Fax: (870) 575-4683

An equal opportunity/affirmative action university



# CERTIFICATE OF LIABILITY INSURANCE

BEPE

DATE (MM/DD/YYYY)  
2/15/2011

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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

<b>PRODUCER</b> First Arkansas Insurance/Pine Bluff PO Box 9367 Pine Bluff, AR 71611-9367 (870) 541-0020		<b>CONTACT NAME:</b> Peggy Bennett <b>PHONE:</b> (870) 541-0020 <b>FAX:</b> (870) 535-8318 <b>EMAIL:</b> pbennett@fa-pb.com <b>PRODUCER CUSTOMER ID:</b> ANDEELE-01	
<b>INSURED</b> Anderson Electric Of Pine Bluff, Inc. 3030 South Midland Park Drive Pine Bluff, AR 71603		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hartford Casualty Insurance Company INSURER B: Continental Western Insurance Company INSURER C: Hartford Fire Insurance Company INSURER D: INSURER E: INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDL. NUMB. (INSR. WORD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	X	385BAKQ8905	8/22/2010	8/22/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CNA905862828	8/22/2010	8/22/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		385BAKQ8905	8/22/2010	8/22/2011	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	38WECEX8727	8/22/2010	8/22/2011	<input checked="" type="checkbox"/> WC STAT. TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

The Board of Trustees of the University of Arkansas acting for The University of Arkansas at Pine Bluff 1200 North University Pine Bluff, AR 71601.

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

AUTHORIZED REPRESENTATIVE

**REMARKS**

ANDEELE-01 BEPE PAGE 1 OF 1

**Additional Information**

Certificate Holder is listed as Additional Insured in respects to General Liability.

/ AGREEMENT FORM  
Section 00520

THIS AGREEMENT entered into this 14<sup>th</sup> day of February 2011 ANDERSON ELECTRIC CO. herein after referred to as the Contractor, and the Board of Trustees of the University of Arkansas acting for the University of Arkansas at Pine Bluff hereinafter referred to as Owner .

**WITNESSETH:**

1. That for and in consideration of the payment by the owner in the amount (\$10,800) ten thousand eight hundred dollars) set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in Jefferson County designated as.

**Project :EM-#3- POWER OUTAGE AT DAVIS UNION** - more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the UAPB Procurement Department located in Pine Bluff, Arkansas . The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by the Owner and the Design Professional. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within **TWO (2) DAYS AND COMPLETE BY THE NEXT WORKING DAY OF START**) thereafter of the Notice to Proceed. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

14

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State or the Owner. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.
6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.
7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.
8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.
9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.
10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.
- a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000 require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:
- Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
- b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the UAPB Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.
- c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

**CONTRACTOR** Anderson Electric of P.B. Inc.  
Smyrna, MO

**TITLE:** Executive Vice President

**ADDRESS:** 3020 MIDLAND DRIVE

Pine Bluff, AR 71603

**DATE:** Feb. 15, 2011

Current Ark. Contractor's  
License No. if over \$20,000. 0003890911

**Name:**

**WITNESS:**

Affix Corporate Seal (if any)

Address:

Board of Trustees of the University of Arkansas acting for  
the University of Arkansas at Pine Bluff

**BY:**

*[Signature]*  
Vice President of Finance

**DATE:**

2/23/11

END OF DOCUMENT

March 11, 2011

DATE

MONTHLY REPORTS

Due by the 10th of the month following the reporting period.

TO: Office of State Procurement  
P.O. Box 2940  
1509 W. Seventh Street  
Little Rock, AR 72203

ATTN: Judy Owen

FROM: Agency: AHTD  
Agency Code: \_\_\_\_\_  
Address: P.O. Box 2261  
Little Rock, AR 72203  
Phone #: 569-2672  
Contact Person: Danny Keene

In accordance with Arkansas State Procurement Regulation R1: 19-11-233(C) and

Arkansas Code Annotated §19-11-234(d), the reports for the month of

February, 2011, are forwarded.

XX (EM) - Copies of Emergency Purchase Orders plus the quote sheet applicable to each. (Only agencies with APO's need submit EM Reports)

\_\_\_\_\_ (CB) - Copies of Competitive Bid Purchases plus the quote sheet applicable to each. (Only agencies without APO's need submit CB Reports)

\_\_\_\_\_ Negative Report - None of the above (EM's or CB's) completed during the reporting month.

(Rev. 8/91)

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT  
CONFIRMATION PURCHASE ORDER

DISTRICT 9  
District or Division

Vendor:  
WORLEY EXCAVATING AND GRADING  
279 OSTRICH LANE  
BERRYVILLE, AR 72616

DBA:

Ship To:  
DISTRICT 9 Headquarters  
P.O. BOX 610  
HARRISON, AR 72602-0610

VENDOR ID: 421617102- 0

Bid Number	Commission Approval AO 10-01	Purchase Code E.M.	Requisition Date February 18, 2011	Requisition Number 39-1776
------------	---------------------------------	-----------------------	---------------------------------------	-------------------------------

Item No.	Description						Quan	Unit	Unit Price	Amount
1	Inv Date 02/13/11	Inv Num NONE	Description/Distr SNOW REMOVAL							5,460.00
NOTE: WORK DONE ON HWY. NO TAXES NEEDED										
BJ										
Acct	Bud	Func	Obj	Job Num	Project Num	Co	Rt & Sec	Totals:		
4144	392	1520	299					5,460.00		
									5,460.00	5,460.00

Certification: I hereby certify the above items or services have been received and payment therefore is due.

Other Information: \_\_\_\_\_

Date Received SEE ABOVE  
Received by [Signature]  
Requested By [Signature]  
Title: DME

Req. Number 39-1776  
Approved by [Signature]  
Division Head or District Engineer

Amount Paid \_\_\_\_\_

Original/Receiving White    Audit Blue    Paid Green    Encumbrance Canary    Issuing Pink    File/Stockroom Gold



**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**  
**CONFIRMATION PURCHASE ORDER**

DISTRICT 9  
 District or Division

REPRINT 1

Vendor:  
 NABHOLZ CONSTRUCTION CORP  
 P O BOX 277  
 ROGERS, AR 72757-0277

DBA:  
 NORTHWEST EXCAVATION DIVI

Ship To:  
 DISTRICT 9 Headquarters  
 P.O. BOX 610  
 HARRISON, AR 72602-0610

VENDOR ID: 710272097- 1

Bid Number	Commission Approval AO 10-01	Purchase Code <del>60 E.M.</del>	Requisition Date March 7, 2011	Requisition Number 39-1864
------------	---------------------------------	-------------------------------------	-----------------------------------	-------------------------------

Item No.	Description			Quan	Unit	Unit Price	Amount	
1	<u>Inv Date</u> 02/22/11	<u>Inv Num</u> 4011090019	<u>Description/Distr</u> 0511 SNOW REMOVAL				35,742.50	
	<i>Used on Highway. Tax exempt.</i>							
<b>Acct</b>	<b>Bud</b>	<b>Func</b>	<b>Obj</b>	<b>Job Num</b>	<b>Project Num</b>	<b>Co</b>	<b>Rt &amp; Sec</b>	<b>Totals:</b>
4144	392	1520	299					35,742.50
								35,742.50
								35,742.50

JS

P.M.  
~~30~~

Certification: I hereby certify the above items or services have been received and payment therefore is due.

Other Information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Received See Above

Req. Number 39-1864

Received by [Signature]

Approved by [Signature]  
 Division Head or District Engineer

Requested By [Signature]

Title: DME

Amount Paid \_\_\_\_\_

Original/Receiving White    Audit Blue    Paid Green    Encumbrance Canary    Issuing Pink    File/Stockroom Gold

INTER OFFICE MEMORANDUM

DATE: March 1, 2011

TO: Mr. Danny Keene, Division Head-Equipment and Procurement

FROM: Mr. Steve Lawrence, District Nine Engineer



SUBJECT: Request for Emergency Purchase for Contract Snow Removal  
Garfield and Gentry

It is requested that the attached CPO for Contract Snow Removal be approved for payment as an Emergency Purchase. These contract graders were needed to assist in snow removal for a significant snow event in Benton County.

SML/JLW:p

c: Maintenance

JLW

TLP

BJR

KJL

c

3-11-11 (Concurrence from Tony Sullivan)  
Approved as "Emergency" Work, in the  
best interest + safety of the traveling public,  
due to significant snow event.  
Danny Keene