



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, January 30, 2018

4:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-18:007](#) Minutes for the Finance Committee meeting on January 9, 2018.

**Attachments:** [Minutes](#)

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-18:007](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE JMC PARK SHOP BUILDING (2017:99)

**Sponsors:** Engineering and Parks & Recreation

**Attachments:** [JMPC Shop Building Contract](#)

[RES-18:009](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PAY FOR THE REMAINDER OF THE NEW JONESBORO FIRE DEPARTMENT PUMPER TRUCK

**Sponsors:** Finance

**Attachments:** [Pierce Mfg. Purchase Order.pdf](#)

### 5. Pending Items

### 6. Other Business

### 7. Public Comments

### 8. Adjournment



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-18:007    **Version:** 1    **Name:** Minutes for the Finance Committee meeting on January 9, 2018  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 1/12/2018    **In control:** Finance & Administration Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Finance Committee meeting on January 9, 2018.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Finance Committee meeting on January 9, 2018.



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, January 9, 2018

4:00 PM

Municipal Center

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### ELECTION OF A CHAIR

*Chairmember Joe Hafner said the first item is election of a chair since this is the first regularly scheduled meeting. Councilmember John Street made a motion to nominate Joe Hafner as chair, seconded by L.J. Bryant. Councilmember Street made a motion that nominations cease and Chairmember Hafner be appointed by acclamation, seconded by L.J. Bryant. All voted aye. Chairmember Hafner said thank you.*

### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

#### MIN-17:138

Minutes for the Finance Committee meeting on December 12, 2017.

Attachments: [Finance Minutes 121217](#)

Passed

#### MIN-18:004

Minutes for the Special Called Finance and Administration Committee meeting on January 2, 2018.

Attachments: [Minutes](#)

Passed

### 4. New Business

### *ORDINANCES TO BE INTRODUCED*

#### ORD-17:092

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE AGREEMENT WITH THYSSENKRUPP TO UPGRADE ELEVATORS IN THE MUNICIPAL BUILDING

Attachments: [CityOfJonesboro\\_GoldContract.pdf](#)  
[Modernization Proposal for ThyssenKrupp Elevators.pdf](#)

*Councilmember John Street asked if that was for both elevators. Chairmember Joe*

*Hafner asked Maintenance Director Ronnie Shaver to please come forward to answer questions. Mr. Shaver said yes sir. It is for both elevators. What we have ran into with the elevators, here lately, a lot of people have been having problems getting it to work with them on it and off, and we have had to steadily repair it. Thyssenkrupp has been a good company to work with. This contract was signed with them before I came on board, but if I called them now they would be here shortly because their serviceman is out of Paragould. It's something that drastically needs to be done because they can't really find parts for these elevators anymore because they're just obsolete.*

*Councilmember Street said this is basically replacing the existing system. Mr. Shaver said they're completely replacing everything in the elevators, except the shaft and the cabin. All the rollers, all the brakes, all the controls, everything, hydraulic pumps down into the basement, it will all be new except for two items, and that's that big shaft, which I don't want to get into, and the cab itself.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street; LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**ORD-18:004**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A TIME AND ATTENDANCE MANAGEMENT SYSTEM

*Chairmember Joe Hafner asked Finance Manager Trever Harvey to expand upon the reason why the City needs the new time and attendance system. Mr. Harvey said sure. We've been looking at a time and attendance system for a little while, and Paychecks is one that can integrate with some current existing software that Human Resources uses. They picked it up this past year to onboard new applicants and new employees. We're kind of building towards a seamless one-stop shop software solution all under one umbrella. This is one of the keys to it, and one of the reasons we are looking at Paychecks is because, in the future, they will also provide, if we need to, a full payroll solution that can fully integrate everything from hiring to cutting the check.*

*Chairmember Hafner asked if every employee would be using this once it is implemented. Mr. Harvey said yes. Chairmember Hafner said, for instance, policemen who may not necessarily be in the office, will they be able to check in using their phone or computer in their car? Mr. Harvey said that's right, yes. We, I think, have four actual manual clocks that are in the agreement, but the software can be used through their secure website, through phone apps. It has layers of protection built into it, so it has a supervisory authentication that we've been looking for. It will eliminate a lot of manual paper work that has to flow throughout every department coming to our payroll department. We will no longer have paper timesheets. We will no longer have paper rosters that summarize those timesheets by department, so it's really gonna be the efficiency that we have been looking for as the City grows. Chairmember Hafner said and the department heads or their supervisors will have to go in each week or every two weeks and review the employees' time, make sure it's correct and approve it. Mr. Harvey said that's correct. It will automatically calculate any overtime so we don't have to worry about stuff falling through the cracks.*

*Councilmember Ann Williams said and they keep up with changes in like the state law and federal laws as far as withholding, right? Isn't that one of the services they provide? Mr. Harvey said yes, it is. Councilmember Williams said I think they are the second only to ADP as far as payroll processing now, as far as companies its size. So, we'll be dealing with someone in Little Rock, right, as far as a representative? There's not actually a local person is there? Mr. Harvey said I believe they're out of*

*Memphis. Councilmember Williams said right, Memphis, okay.*

**A motion was made by John Street, seconded by LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street; LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**ORD-18:005**

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 GENERAL FUND BUDGET FOR ADDITIONAL PROFESSIONAL SERVICES AND TO PURCHASE A TIME AND ATTENDANCE MANAGEMENT SYSTEM

*Chairmember Joe Hafner asked Finance Manager Trever Harvey to come back up front. Councilmember John Street said is there \$25,000 in there for analyzing franchise fees. Mr. Harvey said right. That's something we want to look at. We want to look at franchise fees as they're coming in from telecommunication companies, Suddenlink, and just to make sure that we aren't missing anything. Councilmember Street asked how we are doing that now. Who's doing that? Mr. Harvey said it was not really being done right now. We are collecting them on a monthly basis, but we're looking for somebody with some expertise in franchise fees who might be able to tell us if anything is missing out of there. Chairmember Hafner asked if that was a certain number of hours that they're budgeting to do the review. Mr. Harvey said yes, I believe so. Councilmember Street asked is that a one-time fee? Mr. Harvey said no. We want to look at bringing somebody in on contract. There's a resolution that we have for Deanna Hornback, who was a former regional supervisor with Suddenlink. She is going to be, hopefully, helping us out with our Alcohol and Beverage Control (ABC) audit, doing some Advertising and Promotions (A&P) audits for us, looking at franchise fees. She has kind of the expertise we are looking for. Councilmember Street said so it's more than just analyzing franchise fees. Mr. Harvey said it'll be a little more than just that. We're bringing her on mainly for the franchise fees. Councilmember Street said I would hope so. That seems a little tough just to analyze franchise fees. Chairmember Hafner asked have you all talked about what you expect the payback to be. Is there like an estimate of the amount of money we may be missing? Mr. Harvey said I haven't heard of an estimate of that. We hope that she will also be able to help us on some future revenue enhancement analyzations to see where we might be able to pick something else up.*

*Councilmember L.J. Bryant asked, how much money do we generate in franchise fees a year, give or take? Mr. Harvey said I don't have that information on me.*

*Councilmember Street asked if this was just a subcontracted position. Mr. Harvey said yes, it will be. It will be subcontracted. It won't be an actual employee. It'll be an independent contractor. Councilmember Street asked for how long. Mr. Harvey said I believe it's a one-year contract. Councilmember Street asked, one year at a time? Mr. Harvey said one year at a time. Chairmember Hafner said I guess to clarify, I think you said the \$25,000 was just to look at the franchise fees. But, you think that \$25,000 is for the whole year or if she looks at A&P or whatever else, is it going to be additional money? Mr. Harvey said no. It will be \$25,000 for the scope of her work. Councilmember Street said I don't mind forwarding this to the full council for consideration, but I would like a detailed breakdown of what this cost is because \$25,000 seems like a pretty exuberant fee, unless you really have something accountable for what all you're expected to get out of that. Mr. Harvey said sure. Councilmember Street said I don't think franchise fees alone would justify \$25,000. Mr. Harvey said sure. We can do that. Councilmember Street said I would like some kind of itemization and I'm sure the rest of the council would like it, as well.*

*Chairmember Hafner said in looking at the 2018 budget, the operations and maintenance funds revenue source page shows franchise fees approximately \$1.4 million. Mr. Harvey said okay. Chairmember Hafner said obviously, I think it's always good to have an audit and have a good feeling about if we're getting paid what we should be getting paid, but the \$25,000 does seem like a pretty steep increase, especially this early in the year when the budget was just done. I guess part of my question was why all of a sudden is this a priority when the budget was just done, but it wasn't really a priority when the budget was done. Mr. Harvey said right. It was something that we were looking at. I don't think they had anybody in mind, but they have since found Ms. Hornback and they were able to work out some form of contract now.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**ORD-18:006**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE UPGRADE OF MICROSOFT EXCHANGE SERVER 2016 LICENSES

**A motion was made by John Street, seconded by LJ Bryant, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**RESOLUTIONS TO BE INTRODUCED**

**RES-17:201**

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE ARKANSAS DEPARTMENT OF PARKS AND TOURISM FOR THE FY 2018 OUTDOOR RECREATION MATCHING GRANT

**Attachments:** [Award Letter](#)

*Chairmember Joe Hafner said this is for the pump track out at Craighead Forest. It'll be a neat addition. Councilmember John Street said yes.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**RES-17:202**

RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO ENTER INTO AGREEMENT WITH THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE (BJA) AND ACCEPT THE FY 2017 BULLETPROOF VEST PARTNERSHIP GRANT.

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**RES-18:002**

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE 2017 ASSISTANCE TO FIRE FIGHTERS GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY.

*Councilmember L.J. Bryant said one small typo in Section 1 on air packs.*

*Chairmember Joe Hafner said yes they got it backwards. If you can correct that. A few definite and indefinite articles have been left out too.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**RES-18:003**

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS ESTABLISHING THE ELECTED OFFICIALS COMPENSATION COMMITTEE FOR A PERIOD OF 6 MONTHS

*Chairmember Joe Hafner said I would like to say that I think this is necessary to do and it ties in to what we said last year as far as looking at elected official salaries and kind of what we talked about last week, too. I think we will be able to come up with something that's easy to follow and easy to track, and it doesn't require a lot of brain surgery to keep up with, but definitely something we need to look at.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**5. Pending Items**

**6. Other Business**

*Chairmember Joe Hafner said we have three items that were presented to me today and asked to be walked on. Personally, I am not a fan of walk-ons, but I know sometimes they do come up. I did ask Chief Financial Officer Bill Reznicek to make sure people understand the deadlines. The deadlines are there for a reason. One of the reasons, I won't say I don't like walk-ons, but one reason I would like to not have walk-ons is I like the public to be informed of what is going to be on the agenda. Even though we are in committee, it's still a good time for them to come forward and make any opinions known. Hopefully, moving forward, if you're responsible or you're gonna have items that are gonna be on the agenda, please do your best to have items turned in by the deadline because I don't like walk-ons. Councilmember L.J. Bryant said I agree.*

**RES-18:005**

A RESOLUTION TO APPROVE STARTING SALARY OF \$45,122 FOR POLICE SHOP SUPERVISOR APPLICANT AND TO BE MADE RETROACTIVE TO JANUARY 1, 2018

**Attachments:** [Non-Uniformed Employee Pay Grades and Steps](#)

*A motion was made by Chairmember Joe Hafner to suspend the rules and walk on RES-18:005. Seconded by Councilmember John Street. All voted aye.*

*Chairmember Joe Hafner said I do have one question on this. This was included in the budget, right, at this salary? Police Chief Rick Elliott said it was. This is salary neutral. We did a resolution on the position before council. We just forgot to include this part authorizing the midpoint on the pay scale. So, it was an oversight on my part and Human Resources part, and we're just trying to catch up with this.*

*Councilmember Ann Williams said because we had had a discussion previously about this position and what it would entail with the savings with what it was going to provide to the Police Department. Chief Elliott said we did. He said absolutely. In fact, this mechanic has worked five days and we would have had six vehicles had to go to Cavanaugh and we've already saved over \$2,000 in shop labor in five days' time. Well worth it. We did take Cavanaugh's master mechanic, and he brought with him a lot of equipment that we are not going to have to buy. We have already seen the savings in the first five days of his employment.*

*Chairmember Hafner said he's gotta keep it up now. He's set the scale. Chief Elliott said if he can do this every week then it's a huge savings. We have a fleet of about 180 vehicles so there's a lot of maintenance that goes on day in and day out. We outsourced a lot of our mechanical work in the past and we hope to bring it in and save the department some money. Chairmember Hafner said good deal. Councilmember John Street said \$90 an hour shop time, it's not hard for him to make more than his salary.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Joe Hafner; John Street; LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**RES-18:006**

A RESOLUTION TO CONTRACT WITH DEANNA HORNBACK TO PERFORM CONSULTING SERVICES FOR THE CITY OF JONESBORO

**Attachments:** [Exhibit A](#)

*A motion was made by Chairmember Joe Hafner to suspend the rules and walk on RES-18:006. Seconded by Councilmember John Street. All voted aye.*

*Councilmember John Street said this is in relation to the deal we did earlier. Yes, again, with the stipulation on my concern that we have a better accounting of what this position or contract will entail.*

**A motion was made by John Street, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote:**

**Aye:** 3 - John Street; LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

**ORD-18:007**

AN ORDINANCE AUTHORIZING THE CITY OF JONESBORO TO AMEND THE 2018 JET FUND BUDGET IN ORDER TO CREATE FOUR FULL TIME TRANSIT DRIVER POSITIONS IN THE JET DEPARTMENT AND FOR THE ADOPTION OF AN EMERGENCY CLAUSE FOR THE EFFICIENT OPERATION OF CITY GOVERNMENT

*A motion was made by Chairmember Joe Hafner to suspend the rules and walk on ORD-18:007. Seconded by Councilmember John Street. All voted aye.*

*Chairmember Joe Hafner said I guess my first question is it mentions four salaries, but then down below the part-time salaries it says "whereas hourly rate for the two positions will be equivalent to Grade 108 Step 1." So, should it be the hourly rate for the four positions? Director of JETS Michael Black said four, yes. Chairmember Hafner said so, we'll need to update that. My second question is, I understand the reason that this needs to be done. What I was told today was we're having trouble recruiting or getting the part-time positions filled. Mr. Black said yes sir. Chairmember Hafner said but if you were able to offer benefits, etc., then it would be easier to fill those positions. Now, when the budget was done, the part-time salaries were put at \$65,000. Do you know if that \$65,000 was based on, was it based on four part-time drivers at "x" number of hours a week? Mr. Black said I think the \$65,000 is gonna be a reduction. Chairmember Hafner said I know, but that's what was in the original budget. Mr. Black said right, right. Of course, the full-time drivers are gonna be fixed route, only, because my paratransit varies from day to day, but looking at the way we're operating right now with as many part-times as we try to have, I would need 12 ½ part-time personnel at 30 hours a week. Chairmember Hafner said I guess part of the question, and this can be covered at council, but I understand the need to have benefits and make it more attractive, but to go from \$65,000 of part-time salaries to \$113,000 tells me that we're almost doubling the number of hours we're expecting these part-time drivers to work. Part of what I would like to know, I don't want to catch you off guard here, is like what's the staffing change? Mr. Black said I guess I didn't do my due diligence and get with Chief Financial Officer Bill Reznicek about the numbers because my understanding was that part-time was gonna be cut by about \$65,000. Chairmember Hafner said that's what this is saying, but it's also saying that salaries are going up \$113,000.*

*Chief Operating Officer Ed Tanner said we went through this before we presented it to Mayor Harold Perrin to make sure it was gonna be financially viable and a good move for the City. We're actually going from \$240,000 part-time dollars, which roughly, for him to do his job, comes around to 11 to 12 part-time employees on a daily basis. We just cannot capture 12 part-time employees on a daily basis, so, as an offset to the salaries, we're going from 240,000 part-time hours down to 175,000 part-time hours, which comes out to the \$65,000 difference you see there. We have to capture, for budgeting, all the salaries and put into our salary plan, but in reality those salaries are gonna be offset by federal funds because they will match 50/50. What the City puts in for those salaries, the federal grants are going to match them 50%. So, in reality, we're going to get four full-time employees for about \$42,000 at the end of the day. By the time we take all of our full-time salaries, we subtract the part-time difference, divide by two, it comes out to approximately \$42,000 for four full-time people. That's what we are adding to the budget. Chairmember Hafner said alright. That helps a lot. That makes it make more sense in my head, which is hard sometimes.*

*Councilmember Ann Williams said and also there's the increase in service on Saturdays, right? Mr. Tanner said yes ma'am, and that was part of our dilemma and timing. We looked at this through the fall when we submitted our budget in September and we were going to continue to try the absolute best we could to recruit our part-time folks. Human Resources Director Dewayne Douglas has been as creative as he can. At one point, I don't know if it was last year or the year before, we've actually increased our part-time hourly rate in order to try to recruit more people into the JETS system and that just has not panned out. We have a waiting line, pretty much, for full-time people waiting for full-time positions, and that's our sticking point. People just don't want*

*part-time. People are primarily looking for full-time. So, with our calculations and everything we could possibly do to run our, number one, our fixed routes, our paratransit routes Monday through Friday and to include Saturday service we had to make a change. We're anticipating, and I think there was an article in the paper this morning that said around the 7th of April is when we anticipate, with these changes, that we will be able to start Saturday service. Councilmember Williams said so this would be a good time to do this. Mr. Tanner said yes ma'am.*

**A motion was made by Joe Hafner, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote:**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman

## **7. Public Comments**

## **8. Adjournment**

**A motion was made by LJ Bryant, seconded by John Street, that this meeting be Adjourned . The motion PASSED with the following vote:**

**Aye:** 3 - John Street;LJ Bryant and Ann Williams

**Absent:** 2 - David McClain and Charles Coleman



## Legislation Details (With Text)

<b>File #:</b>	RES-18:007	<b>Version:</b>	1	<b>Name:</b>	ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE JMC PARK SHOP BUILDING (2017:99)
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	1/10/2018	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE JMC PARK SHOP BUILDING (2017:99)				
<b>Sponsors:</b>	Engineering, Parks & Recreation				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">JMPC Shop Building Contract</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE JMC PARK SHOP BUILDING (2017:99)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the JMC Park Shop Building; and

WHEREAS, the low bidder and the firm selected for the JMC Park Shop Building is Bailey Contractors, Inc; and

WHEREAS, funding for the execution of the contract shall come from the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract for the JMC Park Shop Building is Bailey Contractors, Inc.

Section 2. That funding for the execution of the contract shall come from the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

# AIA® Document A101™ – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the Tenth day of January in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of Jonesboro  
300 South Church Street  
Jonesboro, Arkansas 72401

and the Contractor:  
(Name, legal status, address and other information)

Bailey Contractors, Inc.  
2307 Congress Cove  
Jonesboro, AR 72401  
Telephone Number: 870-933-9612  
Fax Number: 870-933-9618

for the following Project:  
(Name, location and detailed description)

JMCP Shop Building  
City of Jonesboro  
Jonesboro, Arkansas

The Architect:  
(Name, legal status, address and other information)

Brackett-Krennerich & Associates P.A.  
100 E. Huntington Ave. Suite D  
Jonesboro, AR 72401  
Telephone Number: 870-932-0571  
Fax Number: 870-932-0975

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

(1178686280)

## TABLE OF ARTICLES

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

**§ 3.2** The Contract Time shall be measured from the date of commencement.

Date of commencement to be the date of the "Notice to Proceed"

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than Two hundred ( 200 ) consecutive calendar days from the date of commencement, or as follows:

*(Paragraph deleted)*

Liquated damages: \$200.00 (Two Hundred Dollars and 00/100 Dollars) for liquated damages will be assessed to the contractor for liquated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Twenty-four Thousand Nine Hundred Dollars and Zero Cents (\$ 724,900.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

§ 4.3 Unit prices, if any:                      Soils Undercut \$19.50 per cubic yard  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

§ 4.4 Allowances included in the Contract Sum, if any:                      Not Applicable  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the

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various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero percent ( 0.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Provided final certificate of payment is accompanied with all the closeout and final documents as required by the specifications.

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## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Wixson Huffstetler  
Director of Parks and Recreation  
3009 Dan Avenue  
Jonesboro Ar, 72401

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User Notes:

(1345868886)

Office: (870) 933-4604  
Fax: (870) 336-1254

**§ 8.4 The Contractor's representative:**  
*(Name, address and other information)*

Kevin Bailey  
Bailey Contractors, Inc.  
2307 Congress Cove  
Jonesboro, AR 72401  
Office: (870) 933-9612  
Fax: (870) 933-9618

**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

**§ 9.1.2** The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 9.1.3** The Supplementary and other Conditions of the Contract:

Are those contained in the project manual dated December 1, 2017 bearing the architect's commission number 10117.

**§ 9.1.4** The Specifications:

Entitled "JMPC Shop Building, City of Jonesboro, Jonesboro, Arkansas", and bearing the architect's commission number 10117.

See Attached Exhibit "A"

**§ 9.1.5** The Drawings:

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Entitled "JMPC Shop Building, City of Jonesboro, Jonesboro, Arkansas", and bearing the architect's commission number 10117.

See Attached Exhibit "B"

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	January 15, 2018	Five (5)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document A201-2007, General Conditions of the Contract for Construction
- .2 Other documents, if any, listed below:
  1. Exhibit "A" – Enumeration of the Contract Documents – Specifications
  2. Exhibit "B" – Enumeration of the Contract Documents – Drawings
  3. Advertisement for Bids
  4. Contractor's Bid and Bid Bond
  5. Certified Bid Tabulation
  6. Certificate(s) of Insurance
  7. Payment and Performance Bonds (filed/recorded in Craighead County)
  8. Contractor's Affidavit of Payment of Debts and Claims (required at close-out)
  9. Contractor's Release of Liens (required at close-out)
  10. Consent of Surety to Final Payment (required at close-out)

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

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This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Mayor Harold Perrin, Mayor  
City of Jonesboro  
*(Printed name and title)*

**CONTRACTOR** *(Signature)*

Kevin Bailey, President  
Bailey Contractors, Inc.  
*(Printed name and title)*

**CITY CLERK**

*(Signature)*

, City Clerk  
City of Jonesboro

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**SECTION 00 0115**  
**LIST OF DRAWING SHEETS**

**THE FOLLOWING DRAWINGS DATED DECEMBER 1, 2017 BEARING THE ARCHITECT'S COMMISSION NUMBER 10117 WITH THESE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS.**

**GENERAL**

G001 ..... COVER SHEET

**CIVIL**

C000 ..... TOPOGRAPHIC SURVEY (REFERENCE ONLY)  
C001 ..... OVERALL SITE PLAN AND DETAILS  
C002 ..... SITE LAYOUT PLAN  
C003 ..... SITE DEVELOPMENT PLAN  
C004 ..... SITE DETAILS

**LIFE SAFETY**

LS001 ..... LIFE SAFETY PLAN AND CODE ANALYSIS

**ARCHITECTURAL**

A001 ..... DOOR SCHEDULE, VISUAL DOOR TYPES, ALUMINUM FRAME SCHEDULE, AND  
WALL TYPES  
A002 ..... HOLLOW METAL FRAME DETAILS, ALUMINUM FRAME DETAILS  
A100 ..... FLOOR PLAN, FINISH SCHEDULE, AND ENLARGED PLAN DETAILS  
A101 ..... ENLARGED FLOOR PLAN AND MEZZANINE FLOOR PLAN  
A102 ..... ROOF PLAN AND DETAILS  
A200 ..... EXTERIOR BUILDING ELEVATIONS  
A201 ..... BUILDING SECTIONS  
A202 ..... BUILDING SECTIONS  
A400 ..... REFLECTED CEILING PLAN, LEGEND AND DETAILS  
A500 ..... WALL SECTIONS  
A501 ..... WALL SECTIONS  
A600 ..... STANDARD MOUNTING HEIGHTS, ADA NOTES  
A601 ..... TOILET ELEVATIONS, MILLWORK ELEVATIONS, CABINET SECTIONS

**STRUCTURAL**

S100 ..... FOUNDATION PLAN AND DETAILS  
S200 ..... MEZZANINE FRAMING PLAN AND DETAILS

**MECHANICAL**

M100..... MECHANICAL FLOOR PLAN  
M200..... MECHANICAL SCHEDULES AND DETAILS

**PLUMBING**

P100 ..... PLUMBING FLOOR PLAN  
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P201 ..... PLUMBING DETAILS

**ELECTRICAL**

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E300 .....	ELECTRICAL SCHEDULE AND RISERS
E400 .....	ELECTRICAL DETAILS

***End of List of Drawings***

## SECTION 00 1113

### ADVERTISEMENT FOR BIDS

Qualified Contractors are invited to bid on a contract for **"JMCP Shop Building, City of Jonesboro, Jonesboro, Arkansas"**. The bids shall be on a lump sum basis.

The City of Jonesboro, hereinafter termed owner, will receive bids until **2:00 p.m., January 9, 2018**. Bids may be mailed or delivered in care of Wixson Huffstetler, Jonesboro Parks and Recreation Office, 3009 Dan Avenue, Jonesboro, Arkansas 72401. Bids received after this time will not be accepted.

Bids will be publicly opened and read aloud at the stated time at the Conference Room at Jonesboro Parks and Recreation Office, 3009 Dan Avenue, Jonesboro, Arkansas 72401.

The scope of work consists of a pre-engineered metal building with metal wall panel; approximately 8,000 sq. ft. Building consists of a general shop area with exposed structure, sectional doors, and wash bay. Masonry partition walls at office, breakroom, and janitor areas. Work includes HVAC, plumbing, electrical and site work.

Plans, specifications, bid forms, and other contract documents may be examined at the office of the architect. While contract documents can be examined at the following plan rooms, bidders should use caution in doing so:

<b>MHC Dodge Plans</b> <b>3315 Central Ave.</b> <b>Hot Springs, AR 71913</b> <b>(501) 321-2956</b>	<b>Builders Exchange</b> <b>642 S Cooper</b> <b>Memphis, TN 38104</b> <b>(901) 272-7495</b>	<b>Reed Construction Data</b> <b>Suite 100</b> <b>30 Technology Parkway So</b> <b>Norcross, GA 30092</b> <b>(800) 448-8182</b>	<b>Southern Reprographics</b> <b>901 W. 7<sup>th</sup> Street</b> <b>Little Rock, AR 72201</b> <b>(501) 372-4011</b>
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Obtaining contract documents through any source other than the Design Professional or their representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information. Contract documents obtained through the Design Professional or their representative(s) are considered the official version and take precedence should any discrepancies occur. The official version of the complete set of the contract documents should be examined and are obtainable from Brackett-Krennerich and Associates, P.A., 100 E. Huntington, Suite D, Jonesboro, Arkansas. General contractors may obtain two (2) complete sets of bidding documents from Brackett-Krennerich and Associates upon deposit of **\$50.00** which is refundable, less postage/shipping costs, if applicable, to bona fide bidders upon return of documents in good condition within 3 days after bid date.

Additional sets of documents may be obtained for use by subcontractors and material suppliers upon receipt of **\$25.00** per set which is refundable less cost of reproduction (**50% refundable**), and less postage/shipping costs if applicable, upon return of documents in good condition within 3 days after the bid date. No partial sets will be issued.

Bid Security in the amount of five percent (5%) of the bid must accompany each bid in accordance with the Instructions to Bidders.

Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before his bid is submitted.

The City of Jonesboro encourages all small, minority, and women business enterprises submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

There will be a **Pre-Bid Conference** held at Jonesboro Parks and Recreation Office, 3009 Dan Avenue, Jonesboro, Arkansas 72401 on **January 3, 2018**. The conference will start at exactly **2:00 p.m.** Prime contractors who arrive late or fail to attend this meeting may forfeit their bidding privilege. The owner reserves the right to waive this requirement and/or schedule additional meetings.

The owner reserves the right to reject any and all bids, and to waive and formalities.

December 10, 2017  
Mayor Harold Perrin  
City of Jonesboro

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner: City of Jonesboro

1.02 FOR:

A. JMCP Shop Building, City of Jonesboro, Jonesboro, Arkansas.

1.03 DATE: 1/9/18 (Bidder to enter date)

1.04 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name BAILEY CONTRACTORS INC.  
1. Address 2307 CONGRESS COVE  
2. City, State, Zip JONESBORO, AR 72401

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Brackett-Krennerich and Associates, P. A. Architects for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \$ 724,900.00  
(dollar amount is to be shown numerically)
- C. We have included the required security Bid Bond as required by the Instructions to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the bid sum.
- E. We understand that the owner reserves the right to reject any and all bids and waive any informalities in the bidding.

1.06 UNIT PRICES

- A. Soils Undercut:
1. If the required quantity of soils undercut is decreased or increased by Change Order, the unit price set forth below shall apply to such quantities.
  2. Add or deduct soils undercut:  
Price per cubic yard NINETEEN DOLLARS & 50/100 (\$ 19.50)  
(dollar amount to be shown numerically)
  3. Undercut quantity defined on the drawings is to be in the bid price.

1.07 DEDUCTIVE ALTERNATIVES

- A. Deductive Alternate No. 1 - Deduct the sum of:  
- \$ 57,650.00  
(dollar amount to be shown numerically)
- B. Deductive Alternate No. 2 - Deduct the sum of:  
- \$ 2000.00  
(dollar amount to be shown numerically)

### 1.08 ACCEPTANCE

- A. This offer shall be open to acceptance for thirty days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
  - 1. Execute the Agreement within Ten (10) days of receipt of Notice of Award.
  - 2. Furnish the required bonds within Ten (10) days of receipt of Notice of Award.
  - 3. Commence work within Ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

### 1.09 CONTRACT TIME

- A. If this Bid is accepted, we agree that the work will be complete in accordance with the contract documents and ready for Substantial Completion:
- B. Complete the work in 150 consecutive calendar days of the date of the "Notice to Proceed" of the owner.
- C. Liquidated Damages: **\$200.00 (Two Hundred Dollars and 00/100 Dollars)** for liquidated damages will be assessed to the contractor for liquidated damages for each calendar day that the contractor is in default after the time stipulated in the contract documents.

### 1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum or price.
  - 1. Addendum # 1 Dated 11/5/18
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

### 1.11 LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
  - 1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name- RGB Sheet Metal
  - 1. License No. 009621218
  - 2. Is the amount of work \$50,000 or over: Yes \_\_\_ No X
- D. PLUMBING: Name- Gulley Plumbing & Construction, LLC
  - 1. License No. 0165280418
  - 2. Is the amount of work \$50,000 or over: Yes X No \_\_\_
- E. ELECTRICAL: Name- Precision Electrical Contractors, LLC
  - 1. License No. 0338930318
  - 2. Is the amount of work \$50,000 or over: Yes X No \_\_\_
- F. ROOFING & SHEETMETAL: Name- Bailey Contractors Inc.
  - 1. License No. 0180240418
  - 2. Is the amount of work \$50,000 or over: Yes X No \_\_\_

**1.12 BID FORM SIGNATURE(S)**

- A. Company Name: BAILEY CONTRACTORS INC.
- B. Signature: K. Bailey
- C. Printed Name: KEVIN BAILEY
- D. Title: PRESIDENT
- E. Business Address: 2307 CONGRESS COVE
- F. Contractor's License No. 0180240418
- G. Seal if bid is by a corporation.

**END OF BID FROM**



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 2307 Congress Cove, Jonesboro, AR 72401**

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 S. Church, Jonesboro, AR 72401**

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid**

Dollars(\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Joe Mack Campbell Park (JMCP) Shop Building.**

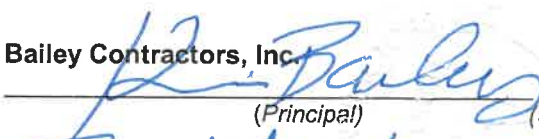
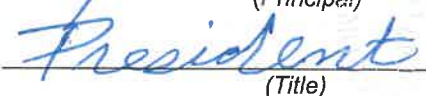
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed **9<sup>th</sup>** day of **January, 2018.**

  
(Witness)

  
Jan Melton  
(Witness)

**Bailey Contractors, Inc.**

{   
(Principal) (Seal)  
  
(Title)

**SureTec Insurance Company**

{ \_\_\_\_\_  
(Surety) (Seal)

  
(Title)  
**Richard H. Whitley, Attorney-in-fact**

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Seth Allison

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2018 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 7<sup>th</sup> day of July, A.D. 2017.

SURETEC INSURANCE COMPANY

By:

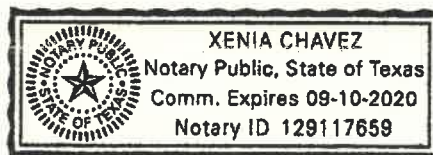
John Knox Jr., President



State of Texas  
County of Harris

ss:

On this 7<sup>th</sup> day of July, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez, Notary Public

My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 9<sup>th</sup> day of January, 2018, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**BID TABULATION**

**Date:** January 9, 2018 **2:00 p.m.**  
**Project:** **JMPC Shop Building**  
**City of Jonesboro**  
**Jonesboro, Arkansas**

Contractor Name	Contractor's License	Soils Undercut	Bid Security	Advance Received	Base Bid	Completion Time	Deductive Alternatives	Subcontractors
AWT Constructors LLC 2623 Highway 91 W Jonesboro, AR 72404-8292	0360810518	\$16.00	5%	#1 - Yes	\$849,000.00	200 days	#1 - \$70,400.00 #2 - \$3,800.00	Mechanical: Control: 0011640118 Plumbing: DCJ: 0038940618 Electrical: Stewart Electric: 018820417 Roofing/Sheetmetal: AWT Constructors, LLC: 0360810518 Mechanical: RGB Steel Metal: 000621718
Balley Contractors 2307 Congress Cove Jonesboro, AR 72401	0180240418	\$18.50	5%	#1 - Yes	\$724,800.00	200 days	#1 - \$57,650.00 #2 - \$2,000.00	Plumbing: Gully Plumbing & Construction, LLC: 0166280418 Electrical: Precision Electrical Contractors, LLC: 0338930318 Roofing/Sheetmetal: Balley, Contractors, Inc: 0180240418
Baldwin & Shell Construction Company 110 Gee Street Jonesboro, AR 72401								No Bid Submitted
Dennis Allen Construction 800 N Lockart St Blytheville, AR 72315	0019970418	\$17.50	5%	#1 - Yes	\$949,800.00	200 days	#1 - \$68,000.00 #2 - \$3,950.00	Mechanical: Control: 0011640118 Plumbing: BKB Plumbing: 0028340418 Electrical: Stewart Electric: 018820417 Roofing/Sheetmetal: Dennis Allen Construction Co., Inc.: 0019970418 Mechanical: Control: 0011640118
Frank A Rogers and Company 1717 AR-367 Newport, AR 72112	0014540218	\$15.50	5%	#1 - Yes	\$788,200.00	200 days	#1 - \$68,000.00 #2 - \$1,748.00	Plumbing: BKB Plumbing: 0028340418 Electrical: East Arkansas Electric: 0242280418 Roofing/Sheetmetal: Frank A. Rogers & Co., Inc.: 0014540218 Mechanical: RGB Steel Metal: 000621718
Hydra Incorporated 208 N Beech St North Little Rock, AR 72114	0017810318	\$15.00	5%	#1 - Yes	\$920,000.00	200 days	#1 - \$52,000.00 #2 - \$650.00	Plumbing: Data Contractors: 0038940618 Electrical: East Arkansas Electric: 0242280418 Roofing/Sheetmetal: Hydra: 0017810318 Mechanical: D&L Inc: 0014860418
KEG Construction, LLC 1500 N Rockingchair Rd Paragould, AR 72450	0190240318	\$15.00	5%	#1 - Yes	\$881,800.00	200 days	#1 - \$49,160.00 #2 - \$2,100.00	Plumbing: DCJ: 00389406188940618 Electrical: Edger Electric: 0344620318 Roofing/Sheetmetal: Architectural Roofing & Const: 0335810218 Mechanical: Control: 0011640118
Tate General Contractors 115 Woody Lane Jonesboro, AR 72401	0027550418	\$16.25	5%	#1 - Yes	\$815,900.00	200 days	#1 - \$53,800.00 #2 - \$1,500.00	Plumbing: BKB Plumbing: 0028340418 Electrical: Speakes Electric: 0389270519 Roofing/Sheetmetal: Tate General Contractors, Inc.: 0027550418
Trident Builders 2704 Phillips Dr # E Jonesboro, AR 72401								No Bid Submitted
Wagner General Contractors, Inc 600 W Race Ave Searcy, AR 72143	0165491018	\$20.00	5%	#1 - Yes	\$927,774.00	200 days	#1 - \$52,000.00 #2 - \$1,748.00	Mechanical: Control: 0011640118 Plumbing: BKB Plumbing: 0028340418 Electrical: East Arkansas Electric: 0242280418 Roofing/Sheetmetal: Wagner General: 0165491018



9 JAN 2018

Kyle Cook, AIA



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

<b>File #:</b>	RES-18:009	<b>Version:</b>	1	<b>Name:</b>	REQUESTING CITY WATER & LIGHT (CWL) PAY FOR THE REMAINDER OF THE NEW JONESBORO FIRE DEPARTMENT PUMPER TRUCK
<b>Type:</b>	Resolution	<b>Status:</b>			To Be Introduced
<b>File created:</b>	1/23/2018	<b>In control:</b>			Finance & Administration Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PAY FOR THE REMAINDER OF THE NEW JONESBORO FIRE DEPARTMENT PUMPER TRUCK				
<b>Sponsors:</b>	Finance				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Pierce Mfg. Purchase Order.pdf</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PAY FOR THE REMAINDER OF THE NEW JONESBORO FIRE DEPARTMENT PUMPER TRUCK

WHEREAS, CWL desires to donate \$450,000.00 towards the remainder of the truck, and:

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JONESBORO THAT:

SECTION 1. CWL is hereby requested to donate \$450,000.00 out of its surplus funds to be used to purchase the remaining portion of the new Jonesboro Fire Department pumper truck.

SECTION 2: That Mayor Harold Perrin and City Clerk Donna Jackson are authorized to execute the necessary documents to effectuate this donation.



**PURCHASE ORDER**  
No. 0000045773

**VENDOR:**  
Pierce Manufacturing Inc  
Electronic PO

**SHIP TO:**  
City of Jonesboro  
Jonesboro Fire Department  
Jonesboro Fire Department  
3215 East Johnson Ave  
Jonesboro, AR 72401-

**BILL TO:**  
City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
PIMA01		0	02/07/2017				
SHIPPING INSTRUCTIONS							
(none)							
ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	1.00	EA	2017 Pierce Impel Pumper \$576,333.00 - Less \$65,000 for trade in of old pumper - less \$22,312.00 prepay - as per bid 2017-02 This purchase order will be valid once the City receives performance bond for truck.		01-102-0232-00	489,021.00	489,021.00

SUBTOTAL: 489,021.00  
TAX: 0.00  
SHIPPING: 0.00  
TOTAL: 489,021.00

TAXABLE: No  
CONFIRMING:

*[Signature]*  
AUTHORIZED SIGNATURE

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE

# Purchase Orders

## Receiving Proof List

To: SAKent  
 Dated: 2/8/2017 - 7:56 AM  
 Batch: 95507-02-2017



Transaction Date	Name		Comment	Description	Qty Received	Outstanding
PO Number	Line Item	Item	Commodity			
02/08/2017		SAKent	Prepay	2017 Pierce Inpel Pumper \$576,333.00 - Le	1.00	0.00
0000045773	1					

*Alan Dunn*  
 2-8-17

*Prepay*  
*SAKent*  
 2-8-17

RECEIVED  
 FEB 07 2017



February 2, 2017

Chief Kevin Miller  
City of Jonesboro  
PO Box 1845  
300 S Church  
Jonesboro, Arkansas 72401

Chief Miller:

Below are the itemized costs of our truck bid

2017 Impel pumper as specified	\$576,333.00
Trade in offered at bid	-\$60,000.00
Subtotal	\$516,333.00
Negotiated additional trade in discount	-\$5000.00
Subtotal with additional trade discount	\$511,333.00
Less prepay discount w bond	\$-22,312.00
Total amount to be paid	\$489,021.00

Thanks for giving us this opportunity, your community's repeated business with our company for the last nine years is the highest compliments we can receive.

Please call with any questions 901-485-3386.

Sincerely,

*Philip Posey*

Philip Posey