



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, June 21, 2011

6:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

2. New Business

Resolutions To Be Introduced

RES-11:095 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH FRANK A. ROGERS & COMPANY, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - VEHICLE STORAGE FACILITY - JOB NO. 2011:22

Sponsors: Engineering

Attachments: [Contract.pdf](#)
[Proposal.pdf](#)
[Bid Tab.pdf](#)

3. Adjournment



Legislation Details (With Text)

File #: RES-11:095 **Version:** 1 **Name:** Contract with Frank Rogers for construction of a vehicle storage facility

Type: Resolution **Status:** Passed

File created: 6/1/2011 **In control:** Public Works Council Committee

On agenda: **Final action:** 6/21/2011

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH FRANK A. ROGERS & COMPANY, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - VEHICLE STORAGE FACILITY - JOB NO. 2011:22

Sponsors: Engineering

Indexes: Contract

Code sections:

Attachments: [Contract.pdf](#)
[Proposal.pdf](#)
[Bid Tab.pdf](#)

Date	Ver.	Action By	Action	Result
6/21/2011	1	City Council	Passed	Pass
6/21/2011	1	Public Works Council Committee	Recommended to Council	Pass

title
A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH FRANK A. ROGERS & COMPANY, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - VEHICLE STORAGE FACILITY - JOB NO. 2011:22
body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the City of Jonesboro - Vehicle Storage Facility - Job No. 2011:22;

WHEREAS, the low bidder and the firm selected for the construction of the City of Jonesboro - Vehicle Storage Facility - Job No. 2011:22 is Frank A. Rogers & Company, Inc.;

WHEREAS, Frank A. Rogers & Company, Inc. has bid \$624,834.00 for the construction of the City of Jonesboro - Vehicle Storage Facility - Job. No. 2011:22;

WHEREAS, the funding for the execution of the contract shall come from the 2011 Capital Improvements 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 with Frank A. Rogers & Company, Inc. in the new amount of \$624,834.00 for the construction of the City of Jonesboro - Vehicle Storage Facility - Job. No. 2011:22;

Section 2. The funding for the execution of the contract shall come from the 2011 Capital Improvements 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.

PASSED AND APPROVED this 21st day of June, 2011.

Embedded Secure Document

The file [http://jonesboro.legistar.com/View.ashx?](http://jonesboro.legistar.com/View.ashx?M=F&ID=1379636&GUID=7DFB2E74-72B9-42E0-9DAA-56DB83453EC7)

[M=F&ID=1379636&GUID=7DFB2E74-72B9-42E0-9DAA-56DB83453EC7](http://jonesboro.legistar.com/View.ashx?M=F&ID=1379636&GUID=7DFB2E74-72B9-42E0-9DAA-56DB83453EC7)

document. Double click the pushpin to view.

is a secure document that has been embedded in this



SECTION 00 4100 - BID FORM
THE PROJECT AND THE PARTIES

1.1 TO:

- A. City of Jonesboro
- B. Jonesboro, Arkansas

1.2 FOR:

1.3 Construction of proposed City of Jonesboro Vehicle Storage Facility

1.4 DATE: 5/25/2011 (Bidder to enter date)

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

- A. Bidder's Full Name Frank A. Rogers & Co., Inc.
 - 1. Address 508 South Woods, P.O. Box 2807
 - 2. City, State, Zip West Memphis, AR 72301

1.6 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 Stuck Associates, PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of: \$624,834.00
- B. Alternates: See Section 004320.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- E. The offer includes payment of wages and benefits in accordance with the included Wage Determination.
- F. The cost to provide all temporary shoring as required under state and federal regulation:
 - 1. \$ One thousand five hundred dollars (\$1,500.00)

1.7 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by the City of Jonesboro within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within five 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 City of Jonesboro 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.

1.8 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 18 calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.9 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 8 percent overhead and profit on the net cost of our own Work;
 - 2. 6 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to The City of Jonesboro shall be Architect-approved net cost plus 8 of the overhead and profit percentage noted above.

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.

- 1. Addendum # 1 Dated 5/19/2011
- 2. Addendum # 2 Dated 5/20/2011
- Addendum # 3 Dated 5/23/2011

1.11 BID FORM SUPPLEMENTS

A. The following information is included with Bid submission:

- 1. Subcontractors:
 - a. Electrical: Long Electric
 - b. HVAC: _____
 - c. Plumbing: Holloway Heating & Air
 - d. Fire Protection: _____
 - e. Roofing: Frank A. Rogers & Co., Inc.

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Frank A. Rogers & Co., Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Edward A. Scoggins V.P.
- F. Edward A. Scoggins, Vice-President
(Authorized signing officer, Title)
- G. (Seal)
- H. _____
- I. (Authorized signing officer, Title)

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Frank A. Rogers & Co., Inc.
- B. Project Name: City of Jonesboro - Vehicle Storage Facility.
- C. Architect: Stuck Associates, PLLC.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 30 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Omit first section of building:
 - 1. ADD DEDUCT NO CHANGE NOT APPLICABLE .
 - 2. Forty-eight thousand five hundred Dollars
(\$ 48,500⁰⁰).
 - 3. ADD DEDUCT 8 calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Omit second section of building

- 1. ADD DEDUCT NO CHANGE NOT APPLICABLE
- 2. Twenty-four thousand Dollars
- 3. (\$24,000⁰⁰).
- 4. ADD DEDUCT 16 calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

Respectfully submitted this 25 day of May, 2011

Submitted By: Frank A. Rogers & Co., Inc.
(Name of bidding firm or corporation)

Authorized
Signature:

Edward A. Scoggins
(Handwritten signature)

Signed By:

EDWARD A. SCOGGINS
(Type or print name)

Title:

Vice President
(Owner/Partner/President/Vice President)

END OF DOCUMENT 004323

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Frank A. Rogers & Co., Inc., PO Box 805, Newport, AR 72112

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, 515 West Washington, Jonesboro, AR 72401

as Obligee, hereinafter called the Obligee, in the sum of five percent 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 construction of new building for vehicle storage facility

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 this 25th day of May, 2011.

Sherry Olive
Sherry Olive (Witness)

Pearl Mann
Pearl Mann (Witness)

Frank A. Rogers & Co., Inc.
(Principal)
Edward A. Scoggini
Edward A. Scoggini (Title) Vice-President

Travelers Casualty and Surety Company of America
(Surety) (Seal)
Stephanie McAllister
Stephanie McAllister, Attorney-In-Fact (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215952

Certificate No. 003689223

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert S. Alcorn, Stephanie McAllister, Pearl Mann, and Patricia Tharpe

of the City of Newport, State of Arkansas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of May, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 27th day of May, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25TH day of MAY, 20 11


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BID TABULATION FORM

PROJECT: 1-3628-11E

(City of Jonesboro Vehicle Storage Facility)

BID DATE: 5-25-2011

Contractor's Name & License #	Bid Bond	Addenda			Base Bid		Subcontractors	Bid Signed
		1	2	3				
Bailey Contractors 0180240412	X	X	X	X	\$ 789,000.00 \$500.00 28 Weeks	1- \$78,000.00 15 2- \$37,500.00 10	HVAC: N/A ELEC: Long Elect. #0216990412 PLUMB: Adams & Cooper #0016620312 Roofing: Bailey Cont #0180240412	X
Frank A Rogers & Company 014540212	X	X	X	X	\$ 624,834.00 \$ 1,500.00 18 Weeks	1- \$48,500.00 8 2- \$24,000.00 16	HVAC: N/A ELEC: Long Electric #0216990612 PLUMB: Holloway Heating & Air Roofing: Frank A. Rodgers #014540212	X
Murdock Enterprises, Inc 0062920412	X	X	X	X	\$ 700,000.00 \$ 1,000.00 25 Weeks	1- \$30,100.00 2- \$20,000.00	HVAC: N/A ELEC: Long Elect #0216990612 PLUMB: Henry Peacock Roofing: Murdock #0062920412	X
							HVAC: ELEC: PLUMB: R/SM	
							HVAC: ELEC: PLUMB: R/SM	
							HVAC: ELEC: PLUMB: R/SM	
							HVAC: ELEC: PLUMB: R/SM	
							HVAC: ELEC: PLUMB: R/SM	
							HVAC: ELEC: PLUMB: R/SM	

I certify that this is a true copy.

State of Arkansas, County of Craighead Subscribed & Sworn before me this 25 day of May, 2011.

Joey A. Nass

Michelle M Wilcox Notary Public

