

R-16-98

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE LOW BID AND AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CRANFORD CONSTRUCTION COMPANY FOR THE 2016 ASPHALT OVERLAY PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ark. Code Ann. § 14-54-601 contracts for street improvements must be authorized by City Council; and

WHEREAS, the City of North Little Rock (“the City”) advertised for bids under the 2016 Asphalt Overlay Program for overlay work (see map attached hereto as Exhibit “A”); and

WHEREAS, the low bidder for the project was Cranford Construction Company with a bid of \$534,893.00 (see Bid Summary No. 16-33 attached hereto as Exhibit “B”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter into a contract for overlay work pursuant to the City’s 2016 Asphalt Overlay Program (said contract being substantially similar to Exhibit “C” attached hereto) Cranford Construction Company in the amount \$534,893.00.

SECTION 2: That funds for the 2016 Asphalt Overlay Program have been included in the City’s 2016 Budget.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

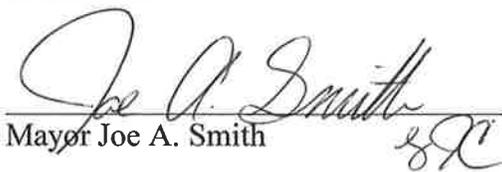
PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

ATTEST:


Mayor Joe A. Smith

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	<u>11:32</u>	A.M.	_____	P.M.
By	<u>C. JASON CARTER</u>			
DATE	<u>6-17-16</u>			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	<u>L. Bragg</u>			

2016 Overlay Program



1 inch = 4,000 feet



tabbles

EXHIBIT

"A"



CITY OF NORTH LITTLE ROCK Bid #16-3387 SUMMARY
 Tuesday, May 17, 2016 at 10:45a.m.

2016 Asphalt Overlay Program	Cranford Construction	Redstone Construction	
Present at Bid Opening	Yes	Yes	
5% Bid Bond	Yes	Yes	
Acknowledge Addendum #1	Yes	Yes	
TOTAL PROJECT BID PRICE \$	534,893.00	624,907.20	
Surface Course (PG 70-22) \$	69.11/Ton	79.13/Ton	
Surface Course (PG 64-22) \$	66.70/Ton	76.76/Ton	
Milling	1.60/SQ YD	2.00/SQ YD	
Date/Time Bid Received	5/17/16 @ 8:11am	5/17/16 @ 10:27am	



Opened by: Amy Smith
 Summary by: Crystal Willis



CONTRACT

This agreement, made this ____ day of _____, 2016, by any between

The City of North Little Rock, herein called Owner, acting herein through its
(Corporate Name of Owner)

Mayor and Cranford Construction Company
(Title of Authorized Official) (Sole Proprietorship)

County of Pulaski, a State of Arkansas

Hereinafter called Contractor.

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the design and construction described as follows:

2016 Asphalt Overlay Program

hereinafter called the project (for the sum of Five Hundred Thirty Four Thousand Eight Hundred Ninety Three Dollars (\$ 534,893.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental Plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the City Engineering Department, herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 30 working days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$50.00 for each consecutive calendar day thereafter as hereinafter provided.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract.

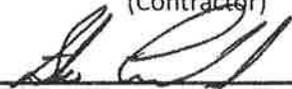
IN WITNESS WHEREOF, the parties thereto present have executed this Contract in four (4) counter parts, each of which shall be deemed an original, in the year and day first above mentioned.

City of North Little Rock
(Owner)

BY: _____

(Mayor)

CRANFORD CONSTRUCTION CO.
(Contractor)

By:  _____

PRESIDENT
(Title)

Name: STEVE CRANFORD

Address: P.O. BOX 15010

Zip Code: 72231

Phone Number: 501-945-7176

NOTE: Secretary of the Owner should attest. If Contractor is a Corporation, Secretary should attest.

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND
Given in compliance with Act 351 of 1953, amended.

KNOW ALL BY THESE PRESENTS, That we, Cranford Construction Company, a Division of McGeorge Contracting Company, Inc.,
as Principal, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a
Connecticut Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto
City of North Little Rock, Arkansas
as Obligee, hereinafter called Owner, in the amount of Five Hundred Thirty-four Thousand Eight Hundred Ninety-three And
No/100THS Dollars (\$534,893.00),
for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

PRINCIPAL HAS, by written agreement dated _____
entered into a contract with Owner for 2016 Asphalt Overlay Program, North Little Rock, Arkansas

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the Owner's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING SHALL BE BROUGHT on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the Owner after six months from the date final payment is made on the Contract, nor shall any suit, action or proceeding be brought by the Owner after two years from the date on which the final payment under the Contract falls due.

ANY ALTERATIONS WHICH MAY BE MADE in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

IN NO EVENT SHALL the aggregate liability of the Surety exceed the sum set out herein.

Executed on this _____ day of _____, _____.

Cranford Construction Company, a Division of McGeorge Contracting Company, Inc.
Principal

By _____

Travelers Casualty and Surety Company of America

By Judy Schoggen
Judy Schoggen Attorney-in-Fact



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. 215945

Certificate No. 006251885

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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

Benson A. Cashion, Matthew K. Cashion Jr., William H. Griffin, Judy Schoggen, Cynthia L. Trickey, Pamela K. Hays, and Nick W. Peters

of the City of Little Rock, 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 28th day of January, 2015

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]
Robert L. Raney, Senior Vice President

On this the 28th day of January, 2015, before me personally appeared Robert L. Raney, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

