



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, July 12, 2011

5:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

2. New Business

Resolutions To Be Introduced

RES-11:118 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - ADMINISTRATION OFFICE BUILDING - JOB NO. 2011:24

Sponsors: Engineering

Attachments: [Contract](#)
[Bailey - Proposal.pdf](#)
[BidTab.pdf](#)

RES-11:119 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - FUELING DEPOT FACILITY - JOB NO. 2011:23

Sponsors: Engineering

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

RES-11:120 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC WORKS, INC. FOR THE INDUSTRIAL RAIL SPUR FACILITY - SECTION II/TRACK CONSTRUCTION - JOB NO. 2011:27

Sponsors: Engineering

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

RES-11:121 A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE

LOW BID AND ENTER INTO A CONTRACT WITH GARRY MEADOWS
CONSTRUCTION CO., INC. FOR THE INDUSTRIAL PARK RAIL SPUR EXPANSION
- SECTION I/SUBGRADE WORK - JOB NO. 2011:27

Sponsors: Engineering

Attachments: [Contract](#)

[Proposal](#)

[Bid Tab.pdf](#)

[Letter of Recommendation.pdf](#)

3. Adjournment



Legislation Details (With Text)

File #:	RES-11:118	Version:	1	Name:	
Type:	Resolution	Status:		To Be Introduced	
File created:	7/1/2011	In control:		Public Works Council Committee	
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - ADMINISTRATION OFFICE BUILDING - JOB NO. 2011:24				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract Bailey - Proposal.pdf BidTab.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - ADMINISTRATION OFFICE BUILDING - JOB NO. 2011:24

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 - Administration Office Building - Job No. 2011:24;

WHEREAS, the low bidder and the firm selected for the construction of the City of Jonesboro - Administration Office Building - Job No. 2011:24 is Bailey Contractors, Inc.;

WHEREAS, Bailey Construction, Inc. has bid \$1,179,500.00 for the construction of the City of Jonesboro - Administration Office Building - Job. No. 2011:24

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 Bailey Contractors, Inc. in the new amount of \$1,179,500.00 for the construction of the City of Jonesboro - Administration Office Building - Job. No. 2011:24;

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.

Embedded Secure Document

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a secure document that has been embedded in this document. Double click the pushpin to view.



CITY OF JONESBORO OFFICE ADMINISTRATION BUILDING
1-3628-11H

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 Administration Office Building

1.4 DATE: 0-29-11 (Bidder to enter date)

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

- A. Bidder's Full Name Bailey Contractors Inc.
 - 1. Address 101 CR 130
 - 2. City, State, Zip Bono, Ar. 72410

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: \$ 1,179,500.00
- B. Alternates: See Section 004320, if applicable. ONE MILLION ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED DOLLARS
- 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. \$ FIVE HUNDRED dollars (\$ 500.00)

CITY OF JONESBORO OFFICE ADMINISTRATION BUILDING
1-3628-11H

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 36 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. 12 percent overhead and profit on the net cost of our own Work;
 - 2. 12 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 6 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.

CITY OF JONESBORO OFFICE ADMINISTRATION BUILDING
1-3628-11H

1. Addendum # 1 Dated 6-22-11
2. Addendum # 2 Dated 6-23-11

1.11 BID FORM SUPPLEMENTS

A. The following information is included with Bid submission:

1. Subcontractors:

- a. Electrical: Kevin Cook Electric 0167730412
- b. HVAC: RGB Sheet Metal 009421211
- c. Plumbing: Adams & Cooper Plumbing 0010620312
- d. Fire Protection: N/A
- e. Roofing: BAILEY CONTRACTORS INC 0180240412

1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. BAILEY CONTRACTORS INC.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Kevin Bailey President

F. (Authorized signing officer, Title)

G. (Seal)

H. Kevin Bailey, President

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



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 101 CR 130, Bono, AR 72416**

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, Arkansas; 515 West Washington Ave., P.O. Box 1845, Jonesboro, AR 72403**

as Obligee, hereinafter called the Obligee, 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 **Office Administration Facility; 2603 Dan Avenue, Jonesboro, Arkansas**

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 **29th** day of **June**, 2011.

Sara Bailey
(Witness)

Bailey Contractors, Inc.
{ *Sara Bailey* (Principal) (Seal)
President (Title)

Morgan McAndrews
(Witness)

RLI Insurance Company
{ *Richard H Whitley* (Surety) (Seal)
Richard H Whitley (Title)

Morgan McAndrews

Richard H Whitley, Attorney-in-fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Michael A. McDaniel, Richard H. Whitley, jointly or severally,

in the City of Germantown, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of June, 2011.



RLI Insurance Company

Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

On this 7th day of June, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 29th day of June, 2011.

Cherie L. Montgomery
 Cherie L. Montgomery Notary Public

RLI Insurance Company

Roy C. Die Vice President



Bid Tabulation Form

PROJECT:1-3628-11H (City Of Jonesboro Office Administration Facility)

BID DATE: 06-29-2011

Contractor's Name & License #	Bid Bond	Addenda			Base Bid	Subcontractors	Bid Signed
		1	2	3			
Bailey Contractors # 0180240412	X	X	X		\$1,179,500.00 \$500.00 36 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: Kevin Cook Elect 0167730412 PLUMB: Adams & Cooper 0016620312 R/SM: Bailey 0180240412	X
Hitt Construction	X	X	X		\$1,516,000.00 \$0.00 38 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: KCE Electrical PLUMB: Canyon Plumbing R/SM Alliance Steel /JDS Construction	X
KMC General Contractors #0025550412	X	X	X		\$1,312,245.00 \$800.00 36 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: Stewart Electric 0018820412 PLUMB: Adams & Cooper 0016620312 R/SM KMC General Contractors 0025550412	X
Tate General Contractors #0027550412	X	X	X		\$1,246,408.00 36 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: Kevin Cook Elect 0167730412 PLUMB: Adams & Cooper 0016620312 R/SM Tate General 0027550412	X
Ogeen Project Services	No Bid					HVAC: ELEC: PLUMB: R/SM	
Stonebridge Construction	No Bid					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.

Joey Nave

State of Arkansas, County of Craighead Subscribed & Sworn before me this 29th day of June, 2011.

Michelle M Wilcox Notary Public





Legislation Details (With Text)

File #:	RES-11:119	Version:	1	Name:	
Type:	Resolution	Status:		To Be Introduced	
File created:	7/1/2011	In control:		Public Works Council Committee	
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - FUELING DEPOT FACILITY - JOB NO. 2011:23				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract Proposal.pdf Bid tab				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - FUELING DEPOT FACILITY - JOB NO. 2011:23

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 - Fueling Depot Facility - Job No. 2011:23;

WHEREAS, the low bidder and the firm selected for the construction of the City of Jonesboro - Fueling Depot Facility - Job No. 2011:23 is Bailey Contractors, Inc.;

WHEREAS, Bailey Construction, Inc. has bid \$686,226.00 for the construction of the City of Jonesboro - Fueling Depot Facility - Job. No. 2011:23;

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 Bailey Contractors, Inc. in the new amount of \$686,226.00 for the construction of the City of Jonesboro - Fueling Depot Facility - Job. No. 2011:23;

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.

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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 Fueling Depot Facility

1.4 DATE: 6/15/11 (Bidder to enter date)

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

- A. Bidder's Full Name Bailey Contractors, Inc.
 - 1. Address 101 CR 130
 - 2. City, State, Zip Bono, Ar. 72410

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:

- 1. Six Hundred Eighty Six Thousand
Two Hundred Twenty Six dollars (\$ 686,226⁰⁰)
- 2. THIS INCLUDES THE ALLOWANCE(S) STIPULATED WITHIN THIS PROJECT MANUAL

- 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

- C. The successful bidder will be required to furnish owner with proof of insurance as prescribed by the general conditions and supplementary conditions.

1.29 RESERVATIONS

- A. The invitation to bid does not commit the owner to award a contract, to pay any costs incurred in the preparation of a bid in response to this invitation, or to procure or contract for services or supplies. The owner reserves the right to accept, or reject, in part or its entirety, any bid received as a result of this invitation, if it is in the best interest of the owner to do so.

END OF INSTRUCTIONS TO BIDDERS

regulation:

1. \$ Five Hundred dollars (\$ 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. 12 percent overhead and profit on the net cost of our own Work;
 2. 12 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 0 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 6-10-11
- 2. Addendum # _____ Dated _____

1.11 BID FORM SUPPLEMENTS

A. The following information is included with Bid submission:

- 1. Subcontractors:
 - a. Electrical: Kevin Cook Electric 01107730412 Lic.#
 - b. HVAC: N/A
 - c. Plumbing: Adams & Cooper Plumbing Co. Inc. Lic.# 00116020312
 - d. Fire Protection: N/A
 - e. Roofing: Bailey Contractors Inc. Lic.# 0190240412

1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Bailey Contractors Inc.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Kevin Bailey, President

F. (Authorized signing officer, Title)

G. (Seal)
H. Kevin Bailey on

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



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 101 CR 130, Bono, AR 72416**

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

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

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, Arkansas; 515 West Washington Ave., P.O. Box 1845, Jonesboro, AR 72403**

as Obligee, hereinafter called the Obligee, 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 **Fueling Depot Facility; 2603 Dan Avenue, Jonesboro, AR**

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 15th day of June, 2011.

Lara Bailey a.m.
(Witness)

Bailey Contractors, Inc.

{ *Ki Bailey* (Principal) (Seal)
President (Title)

RLI Insurance Company

{ *Richard H. Whitley* (Surety) (Seal)
Richard H. Whitley (Title)

Morgan McAndrews
(Witness)
Morgan McAndrews

Richard H Whitley, Attorney-in-fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Michael A. McDaniel, Richard H. Whitley, jointly or severally.

in the City of Germantown, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of May, 2011.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

Roy C. Die Vice President

CERTIFICATE

On this 4th day of May, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 15th day of June, 2011.

Cherie L. Montgomery
 Cherie L. Montgomery Notary Public

RLI Insurance Company

Roy C. Die Vice President



BID TABULATION FORM

PROJECT: 1-3628-11G

(City Of Jonesboro Fueling Depot Facility)

BID DATE: 06-15-2011

Contractor's Name & License #	Bid Bond	Addenda			Base Bid	Subcontractors	Bid Signed
		1	2	3			
Bailey Contractors # 0180240412	X	X			\$686,226.000 18 Weeks	HVAC: N/A ELEC: Kevin Cook Elect # 0167730412 PLUMB: Adams Cooper #0016620312 Roofing: Bailey Contractors #0180240412	X
Stonebridge Construction	No Bid					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	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	

I certify that this is a true copy.

Joey Marx

State of Arkansas, County of Craighead Subscribed & Sworn before me this 15th day of June, 2011.

Michelle M Wilcox Notary Public





Legislation Details (With Text)

File #: RES-11:120 **Version:** 1 **Name:**

Type: Resolution **Status:** To Be Introduced

File created: 7/1/2011 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC WORKS, INC. FOR THE INDUSTRIAL RAIL SPUR FACILITY - SECTION II/TRACK CONSTRUCTION - JOB NO. 2011:27

Sponsors: Engineering

Indexes: Contract

Code sections:

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

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC WORKS, INC. FOR THE INDUSTRIAL RAIL SPUR FACILITY - SECTION II/TRACK CONSTRUCTION - JOB NO. 2011:27

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the Industrial Rail Spur Expansion - Section II/Track Construction - Job No. 2011:27;

WHEREAS, the low bidder and the firm selected for the Industrial Rail Spur Expansion - Section II/Track Construction - Job No. 2011:27 is Trac Works, Inc.;

WHEREAS, Trac Works, Inc. has bid \$1,322,756.96 for the Industrial Rail Spur Expansion - Section II/Track Construction - Job. No. 2011:27;

WHEREAS, the funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$661,378.48, from the Arkansas Economic Development Commission, 40%, or \$529,102.78 from the Economic Development Administration, and 10%, or \$132,275.70 from the FY 2011 capital improvements budget.

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 Trac Works, Inc. in the new amount of \$1,322,756.96 for the Industrial Rail Spur Expansion - Section II/Track Construction - Job. No. 2011:27.

Section 2. the funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$661,378.48, from the Arkansas Economic Development Commission, 40%, or \$529,102.78 from the Economic Development Administration, and 10%, or \$132,275.70 from the FY 2011 capital improvements budget.

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.

**Attacahment 1H
Contract and General Conditions**

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between _____, hereinafter called the "Contractor" and City of Jonesboro, hereinafter called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

A. The Contractor shall

1. Furnish all labor, materials, tools, machinery, supervision and services necessary to perform all of the work in accordance with the description of work consisting of all plans, specifications, and supplemental contract documentation, dated _____ for work defined in City of Jonesboro, Arkansas, for the sum of \$_____.
2. Perform all work timely and diligently in a good and workmanlike manner using approved or equal materials as specified by the Grantee.
3. Begin work within 10 calendar days of receipt of the written Notice to Proceed and shall complete the work within _____* calendar days thereafter.
* Section I: _____
* Section II: _____
4. Carry Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Arkansas for all persons engaged in work at the site; and carry Contractor's Public Liability and Property Damage Insurance and Comprehensive Automobile Liability Insurance.
5. Furnish, before beginning the work, a Certificate of Insurance showing compliance with the provisions of Section A, Paragraph 4 above.
6. Keep the premises clean and orderly during the work and upon substantial completion of the contract, remove all rubbish, tools, scaffolding, and surplus materials from and about the site(s) and leave the work and premises consistent with prior appearance or equivalent. Material and equipment that have been removed and replaced as part of the work shall belong to the contractor.

Not assign the contract without written consent from the Owner.

8. Guarantee the work performed for a period of twelve months from the date of final acceptance of all work required by this contract. Furthermore, furnish the Owner and the Grantee with all manufacturer's and supplier's

written guarantees and warranties covering materials and equipment furnished under this contract.

9. Furnish the Owner, upon completion of the work and upon final payment by the Owner, a Release of Lien Form certifying that all charges for materials, labor, and/or any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid in full.
10. Defend, indemnify and hold harmless the Owner, the Arkansas Economic Development Commission, their agents or employees from and against any and all claims for injuries or damages to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract. Furthermore, shall assume all liability and responsibility for injuries, claims or suits for damages, to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract.

B. The Owner shall

1. Not make, or permit to be made, any changes to the description of work, without written approval from the Economic Development Commission.
2. Permit the contractor to use existing utilities such as lights, heat, power and water necessary to carry out and complete the work as specified.
3. Cooperate with the contractor to facilitate the performance of the work.
4. Issue a written Notice to Proceed to the contractor within ten (10) days from the date of this agreement.

C. Method of Compensation:

1. Payment for work shall be on percentage complete, plus on-site stored materials minus retainage. Final payment shall be made after: a Certificate of Substantial Completion has been executed; Economic Development Commission has received the contractor's Final Invoice and a satisfactory release of liens, or claims for liens, by subcontractors, laborers and material supplies for completed work or installed materials; and, after a final inspection has been conducted.
2. The contractor shall be liable for and shall pay to the Owner the sum of \$_____ as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion date (Section A, Paragraph 3) or as modified by a properly executed Change Order until such work is satisfactorily completed and accepted by the Owner and Grantee.

D. **General Provisions:**

1. The contractor agrees to perform all contract work as specified, and the Owner agrees that neither he nor the members of his family, his tenants, agents, or employees will hinder the contractor or his work.
2. The contractor shall take affirmative steps to ensure that applicants for employment are not discriminated against in any manner prescribed by the Regulatory Requirements of this contract during employment. Employment activities shall include, but not be limited to employment, upgrading, demotion, or transfer; termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall post in conspicuous places, for employees and applicants for employment, notices setting forth the provisions, as stated, of the non-discrimination clause contained within the contract's Regulatory Requirements.
4. The contractor shall incorporate the foregoing requirements in all subcontracts.
5. In the event of any breach of this contract by the contractor, the Owner and the Grantee may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor.
6. This contract embodies all of the representations, rights, duties, and obligations of the parties hereto, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties

**This Contract and All Terms and Conditions Contained Herein
Are Approved and Accepted as of the Date First Above Written.**

(Seal)

City of Jonesboro, Arkansas
(Owner)

By: _____
Harold Perrin, Jonesboro Mayor

ATTEST:

Donna Jackson, City Clerk

(SEAL)

(Contractor)

By: _____

ATTEST:

(Witness)

-Attachment C-

Bid Proposal for Unit Price "Line Item" Contract

City of Jonesboro, Arkansas (City/County), Arkansas

Proposed Industrial Park Rail Spur Expansion Type of Project

In the City of Jonesboro, Arkansas Location of Project

Grant # QACF 200712 ACEDP Project Number

Grant # 08-01-04307 EDA Project Number

As bidder, Trac-Work, Inc. (Insert name of corporation, partnership or individual), in accordance with your invitation for bids for the construction of the above-identified project, having examined all contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices as stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

TO: CITY OF JONESBORO
Attn: Mayor Harold Perrin
c/o City of Jonesboro
515 West Washington Ave.
Jonesboro, AR 72401

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 43 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
<u>see attached list of completed jobs</u>			

2. That they have carefully examined the nature and the location of the work, the contract and specifications governing the same and hereby agree to complete the work covered in this proposal in strict conformity with all documents appended.

3. That they understand that a bid can be placed on an individual Section, or on both Sections. A low bidder will be chosen for each Section I and Section II, which could be the same bidder or two separate bidders.

4. That they have examined and familiarized themselves with the laws of Arkansas governing work of this class and safeguarding the public construction will conform to such laws.

5. That if awarded a contract, to commence the work within 10 days of receipt of the Notice to Proceed from the Owner and to fully complete it on or before the expiration of * days after the date of the Notice to Proceed. The bidder further agrees to pay as liquidated damaged, the sum of \$ ** for each consecutive calendar day thereafter as provided in the General Conditions.

*Section I - 90 Days; **\$ 300.00

*Section II - 90 Days; **\$ 300.00

6. That if awarded a contract, to furnish the Owner within ten days of the date of the award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

7. That the undersigned also acknowledges receipt and inclusion in this proposal of the following addendum or addenda:

Addendum No. 1 6/16/11 Addendum No. 3 6/27/11 _____

Addendum No. 2 6/24/11 _____ _____

8. That the undersigned does hereby offer to perform the whole of the work and to furnish all appurtenances, labor tools, machinery and equipment necessary for the work contemplated under these contracts in accordance with the specifications for roadbed and industrial spur tracks contained herein, as applicable, for the following unit prices and lump sum prices:

INDUSTRIAL RAIL SPUR FACILITY – SECTION II / TRACK CONSTRUCTION

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals <u>one hundred and twelve dollars and seventy five cents</u>	6,726	LF Dollars	 (\$ 112.75)	 \$ 758,356.50 ✓
2.	Remove/Reinstall Ex. Rail, Ties, etc. w/ 30% Tie Replacement <u>fifty six dollars and twenty eight cents</u>	125	LF Dollars	 (\$ 56.28)	 \$ 7,035.00 ✓
3.	Switches				
	a.) #11 LHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals) <u>fifty one thousand nine hundred seventy one dollars and fifty six cents</u>	2	Ea. Dollars	 (\$ 51,971.56)	 \$ 103,943.12 ✓
	b.) #11 RHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals) <u>fifty one thousand nine hundred seventy one dollars and fifty six cents</u>	2	Ea. Dollars	 (\$ 51,971.56)	 \$ 103,943.12 ✓
	c.) #11 RHTO (136#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals) <u>fifty eight thousand four hundred twenty two dollars and twelve cents</u>	1	Ea. Dollars	 (\$ 58,422.12)	 \$ 58,422.12 ✓
4.	115# Welded Rail Through Crossing <u>eighty three dollars and thirty one cents</u>	190	LF Dollars	 (\$ 83.31)	 \$ 15,828.90 ✓
5.	Pre-Cast Concrete Grade Crossing w/ 10' Wood Ties <u>six hundred thirty dollars and thirty two cents</u>	190	LF Dollars	 (\$ 630.32)	 \$ 119,760.80 ✓
6.	Crossing Protection Frito Lay Drive ACDC System				
	a.) Complete Signal House <u>thirty four thousand eight hundred twelve dollars and twenty three cents</u>	100%	LS Dollars	 (\$ 34,812.23)	 \$ 34,812.23 ✓

	b.) Signal & Box Foundations	100%	LS		
	<u>six thousand seventy seven dollars and no cents</u>		Dollars	(\$ <u>6,077.00</u>)	<u>\$ 6,077.00</u> ✓
	c.) Meter Underground Wiring & Track Bonding	100%	LS		
	<u>thirteen thousand fifty five dollars and fifty one cents</u>		Dollars	(\$ <u>13,055.51</u>)	<u>\$ 13,055.51</u> ✓
	d.) Signals, Post, and Field Testing	100%	LS		
	<u>eleven thousand two hundred eighteen dollars and no cents</u>		Dollars	(\$ <u>11,218.00</u>)	<u>\$ 11,218.00</u> ✓
	e.) Insulated Joints incl. Switches	100%	LS		
	<u>four thousand two hundred dollars and no cents</u>		Dollars	(\$ <u>4,200.00</u>)	<u>\$ 4,200.00</u> ✓
7.	Crossing Protection C.W. Post Road ACDC System				
	a.) Complete Signal House	100%	LS		
	<u>thirty five thousand seven hundred twenty eight dollars and thirty three cents</u>		Dollars	(\$ <u>35,728.33</u>)	<u>\$ 35,728.33</u> ✓
	b.) Signal & Box Foundations	100%	LS		
	<u>six thousand sixty two dollars and no cents</u>		Dollars	(\$ <u>6,062.00</u>)	<u>\$ 6,062.00</u> ✓
	c.) Meter Underground Wiring & Track Bonding	100%	LS		
	<u>thirteen thousand three hundred sixty six dollars and no cents</u>		Dollars	(\$ <u>13,366.00</u>)	<u>\$ 13,366.00</u> ✓
	d.) Signals, Post, and Field Testing	100%	LS		
	<u>ten thousand seven hundred seventy seven dollars and no cents</u>		Dollars	(\$ <u>10,777.00</u>)	<u>\$ 10,777.00</u> ✓
	e.) Insulated Joints incl. Switches	100%	LS		
	<u>four thousand two hundred dollars and no cents</u>		Dollars	(\$ <u>4,200.00</u>)	<u>\$ 4,200.00</u> ✓
8.	Dirt Bumper	2	Ea.		
	<u>six hundred dollars and no cents</u>		Dollars	(\$ <u>600.00</u>)	<u>\$ 1,200.00</u> ✓

9. Payment & Performance Bond 100% LS
 fourteen thousand seven hundred seventy one thousand
 and thirty three cents _____ Dollars (\$ 14,771.33) \$ 14,771.33 ✓

TOTAL: SECTION II RAIL CONSTRUCTION \$ 1,322,756.96 ✓

* * * * *

SECTION II DEDUCTIVE ALTERNATES

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1A.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals one hundred fourteen dollars and three cents	2,000	LF Dollars	(\$ <u>114.03</u>)	\$ <u>228,060.00</u> ✓

TOTAL: SECTION II DEDUCTIVE ALTERNATES \$ 228,060.00

TOTAL: SECTION II WITH DEDUCTIVE ALT'S \$ ~~1,550,816.96~~ **1,094,636.9**

* * * * *

9. The bidder proposes to use the following equipment or material on the construction of TRACK:

A. RAIL

Supplier's Name: Atlantic Track and Turnout

B. BALLAST

Supplier's Name: Bradley Contracting

C. SWITCHES

Manufacturer's or Supplier's Name: Southeastern Frog and Switch

D. TIES

Supplier's Name: Koppers, Inc.

10. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails will be Number One relay according to Burlington Northern Santa Fe Standards. The rail may be measured again once shipped to the site. Rail not meeting the standards will be rejected.

11. The bidder proposes to use the following subcontractors to construct a portion of the project:

A. Name: Progress Rail Services
 Address: P.O. Box 9127 Louisville, KY 40209
 Brief List of Work: Signals
 Approximate Amount of Subcontract: \$ 120,000.00

B. Name: _____
 Address: _____
 Brief List of Work: _____
 Approximate Amount of Subcontract: \$ _____

C. Name: _____
 Address: _____
 Brief List of Work: _____
 Approximate Amount of Subcontract \$ _____

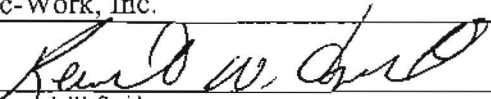
12. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract.

13. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract to the bidder that is deemed to have presented the proposal that is in the best interest of the Owner.

14. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

RESPECTFULLY SUBMITTED

Trac-Work, Inc.

By 
 Kenneth W. Smith

Title Senior Vice-President

Address P.O. Box 550

Ennis, TX 75120

Arkansas License Number 0035070411

TRAC-WORK, INC.
LARGEST JOBS COMPLETED IN LAST THREE YEARS
3/31/2011

JOB NUMBER	JOB DESCRIPTION	JOB ADDRESS	JOB ST	COMPLETE DATE	CONTRACT DATE	CONTRACT AMOUNT
328005	ADAMANA SPUR EXT.	HOLBROOK	AZ	03/03/09	01/07/08	\$7,241,417.44
117021	PANDA HEREFORD ETHANOL	HEREFORD	TX	11/30/09	04/18/07	\$6,036,364.28
238053	TOYOTA	TUPELO	MS	11/30/09	06/20/08	\$5,243,884.65
325021	CITY OF WICHITA RAIL	WICHITA	KS	06/01/10	03/09/05	\$5,189,378.81
328013	KOCH NITROGEN PLANT	ENID	OK	06/30/09	08/06/08	\$4,096,173.37
248016	DOSTER CONSTRUCTION	CALERA	AL	02/05/10	02/15/08	\$3,344,734.00
328014	KOCH NITROGEN PHASE 2	ENID	OK	12/02/09	09/10/08	\$3,342,683.72
329013	TXDOT	SAN ANGELO	TX	12/08/10	08/18/09	\$3,336,233.60
239040	PUL ALLIANCE	PONTOTOC	MS	12/31/10	07/30/09	\$3,269,223.87
137122	KOCH FOODS, INC.	MORTON	MS	06/05/09	11/30/07	\$3,254,767.18
216083	LAKE CHARLES HARBOR & T	LAKE CHARLES	LA	08/28/08	11/08/06	\$3,239,751.89
237089	CEMEX	SAN ANTONIO	TX	06/26/09	11/08/07	\$3,013,528.00
317062	SANDERSON FARMS	EASTERLY	TX	08/25/08	06/18/07	\$2,532,929.01
136143	PILGRIMS PRIDE	NATCHITOCHES	LA	04/03/09	12/29/06	\$2,309,443.75
117038	LITTLE ROCK PORT AUTH.	LITTLE ROCK	AR	10/02/08	09/18/07	\$2,280,250.77
248036	PILGRIM'S PRIDE CORP.	ENTERPRISE	AL	02/11/10	07/03/08	\$2,200,826.10
137112	MAY CONSTRUCTION CO.	LITTLE ROCK	AR	09/02/09	11/14/07	\$2,017,457.00
356029	M & M COOPERATIVE	YUMA	CO	05/01/08	10/17/06	\$1,973,818.00
327021	WHITE ENERGY	PLAINVIEW	TX	05/28/08	06/05/07	\$1,777,756.64
246067	WARRIOR & ASSOCIATES	VANCE	AL	10/08/08	12/04/06	\$1,675,501.16
357029	ADM	HUGOTON	KS	11/12/08	05/25/07	\$1,604,558.87
138053	TOYOTA MOTOR SALES	TUPELO	MS	06/05/09	06/09/08	\$1,542,208.64
227085	KINDER MORGAN	GEISMAR	LA	07/31/09	12/20/07	\$1,521,442.87
119031	LANSING TRADE GROUP	DELHI	LA	03/09/11	09/25/09	\$1,499,206.59
248019	ALABAMA STATE DOCKS	MOBILE	AL	12/31/09	02/26/08	\$1,491,274.00
348001	FWWR	FORT WORTH	TX	04/29/09	01/01/08	\$1,458,267.53
217004	VULCAN ROSENBERG	ROSENBERG	TX	04/04/08	01/29/07	\$1,379,621.55
347001	FWWR	FORT WORTH	TX	05/28/08	01/01/07	\$1,339,207.44
357043	AGP	HASTINGS	NE	02/27/09	10/31/07	\$1,333,886.47
338034	AZTECA MILLING	PLAINVIEW	TX	08/06/09	05/19/08	\$1,225,826.00
328010	OK INDUSTRIES	HEAVENER	OK	10/07/09	01/28/08	\$1,205,390.10
118043	MARTIN MARIETTA AGGREGA	BROKEN BOW	OK	06/30/09	10/16/08	\$1,193,376.88
218078	BAYPORT RAIL TERMINAL	PASADENA	TX	06/30/09	12/29/08	\$1,168,210.72
238040	INTERCOASTAL	CORPUS CHRISTI	TX	05/01/09	07/12/08	\$1,080,893.00
327007	PRAIRIE PRIDE, INC.	VERNON COUNTY	MO	05/01/08	03/13/07	\$1,079,985.08
216082	SOUTH COAST TERMINAL	HOUSTON	TX	04/04/08	12/05/06	\$1,077,307.69
358032	PAVLICH, INC.	KANSAS CITY	KS	07/23/09	08/26/08	\$1,070,054.42
117037	CITY OF McCRORY	McCRORY	AR	06/05/09	09/13/07	\$1,017,584.50
238036	H.B. ZACHRY	SAN ANTONIO	TX	10/07/09	05/29/08	\$984,268.60
217046	HERMAN PARK CONSERVANCY	HOUSTON	TX	11/07/08	11/15/07	\$979,287.32
316078	TXI	CELINA	TX	07/07/08	12/18/06	\$973,375.35
138081	TYSON FOODS	OGLETHORPE	GA	06/26/09	08/25/08	\$947,919.88
138082	MADDEN CONTRACTING	SHREVEPORT	LA	09/03/10	09/11/08	\$945,642.55
238037	INTERCOASTAL	MARNOR	TX	04/29/09	05/29/08	\$914,370.00
216026	FORMOSA PLASTIC	POINT COMFORT	TX	04/04/08	05/16/06	\$875,730.11
128002	DUPONT	NEW JOHNSONVILLE	TN	12/09/08	12/28/07	\$874,403.34
216077	FORMOSA PLASTIC	POINT COMFORT	TX	04/04/08	10/24/06	\$868,675.71
247001	J.S. WALTON & COMPANY	MOBILE	AL	10/08/08	12/26/06	\$861,354.76
349001	FWWR	FORT WORTH	TX	06/01/10	01/01/09	\$836,430.41
218002	FORMOSA PLASTICS	POINT COMFORT	TX	06/11/09	01/09/08	\$835,807.25
339028	CITY OF CLOVIS IND. PAR	CLOVIS	NM	09/04/09	03/24/09	\$828,151.93
239502	TOYOTA	TUPELO	MS	09/02/09	06/20/08	\$812,928.00
119024	TETRA	EL DORADO	AR	03/02/10	05/20/09	\$798,438.13
249061	HORSEHEAD CORP.	BARNWELL	SC	12/31/10	11/13/09	\$773,645.58
257031	CHEVRON TEXACO	PORT ARTHUR	TX	05/28/08	09/11/07	\$747,866.46
115038	NORPHLET CHEMICAL, INC.	NORPHLET	AR	03/03/09	12/02/05	\$736,550.38

W. WILLIAM GRAHAM, JR., INC.

CONSULTING ENGINEERS

100 NORTH RODNEY PARHAM RD. - SUITE 2B

LITTLE ROCK, ARKANSAS 72205

(501) 227-0078

W. WILLIAM GRAHAM, JR., P.E. (1925-2001)

ROBERT B. GRAHAM, P.E.

CODY C. RANKIN, P.E.

July 1, 2011

City of Jonesboro

Att: Mr. Craig Light

515 West Washington Avenue

Jonesboro, Ar 72401

Ref: Bids Received on June 29, 2011 for Industrial Park Rail Spur Expansion

Dear Mr. Light,

Our firm has reviewed the above referenced bids and recommends that the city award the contracts as follows:

Section I – Garry Meadows Construction, Inc.

Section II – Trac-Work, Inc.

There were two mistakes made by the contractors. There was a \$1.00 math error done by Shelby Railroad Service and a \$60.00 math error by Trac-Work, Inc. The math errors did not affect the two low bids as read out at the bid letting.

Let me know if our firm can do anything else towards issuing the Notices of Awards.

Very Truly Yours,



Robert B. Graham

Bid Tabulation Summary Sheet

Proposed Industrial Park Rail Spur Expansion
City of Jonesboro

Jonesboro, Arkansas
AEDC Grant # QAFC 200712
EDA Grant # 08-01-04307

This is a certified copy of the tabulation of bids on the captioned work as submitted by the contractors listed below and on the following pages.

By: *Robert E. Cole*

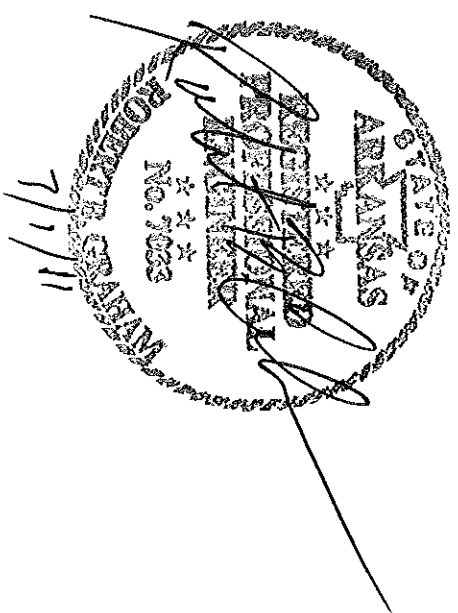
Date: 7/1/11

Section I - Sub-grade Work: Summary

Garry Meadows Construction, Inc. \$565,921.25
Asphalt Producers, LLC. \$602,680.00
Lentz Construction Company, Inc. \$631,872.70

Section II - Track Construction: Summary

Trac-Work, Inc. \$1,322,696.96
Lone Star Railroad Contractors, Inc. \$1,343,611.00
Balfour Beatty Rail, Inc. \$1,454,280.00
Shelby Railroad Service \$1,928,185.00



Bid Tab Sheet - SECTION II

Proposed Industrial Park Rail Spur Expansion

City of Jonesboro

Jonesboro, Arkansas

AEDC Grant # QACF 200712

EDA Grant # 08-01-04307

Description of Item	Approx Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
TRACK CONSTRUCTION									
1 #112# No.1 Relay Rail, Ties, Ballast & Incidentals	6,726 LF	\$122.50	\$823,935.00	\$120.25	\$808,801.50	\$155.00	\$1,042,530.00	\$112.75	\$758,356.50
2 Remove/Reinstall Ex Rail, Ties, etc. w/ 30% Tie Replacement	125 LF	\$65.00	\$8,125.00	\$62.30	\$7,787.50	\$105.00	\$13,125.00	\$66.28	\$7,035.00
3 Switches									
a #11 LHTO(112#; No.1 Relay, Rails, Ties, Ballasts, Incidentals)	2 Ea.	\$52,750.00	\$105,500.00	\$44,165.00	\$88,330.00	\$84,435.00	\$168,870.00	\$51,971.56	\$103,943.12
b #11 RHTO(112#; No.1 Relay, Rails, Ties, Ballasts, Incidentals)	2 Ea.	\$52,750.00	\$105,500.00	\$44,165.00	\$88,330.00	\$84,435.00	\$168,870.00	\$51,971.56	\$103,943.12
c #11 RHTO(136#; No.1 Relay, Rails, Ties, Ballasts, Incidentals)	1 Ea.	\$55,000.00	\$55,000.00	\$69,100.00	\$69,100.00	\$117,737.00	\$117,737.00	\$58,422.12	\$58,422.12
4 115# Welded Rail Through Crossing	190 LF	\$306.50	\$58,235.00	\$67.20	\$12,768.00	\$192.00	\$36,480.00	\$83.31	\$15,828.90
5 Pre-Cast Concrete Grade Crossing w/ 10' Wood Ties	190 LF	\$434.00	\$82,460.00	\$536.00	\$101,840.00	\$650.00	\$123,500.00	\$650.32	\$119,760.80
6 Crossing Protection Frito Lay Drive ACDC System									
a Complete Signal House	100% LS	\$66,000.00	\$66,000.00	\$37,549.00	\$37,549.00	\$53,571.00	\$53,571.00	\$34,812.23	\$34,812.23
b Signal & Box Foundations	100% LS	\$3,200.00	\$3,200.00	\$6,300.00	\$6,300.00	\$6,043.00	\$6,043.00	\$6,077.00	\$6,077.00
c Meter Underground Wiring & Track Bonding	100% LS	\$15,000.00	\$15,000.00	\$14,456.00	\$14,456.00	\$13,965.00	\$13,965.00	\$13,055.51	\$13,055.51
d Signals, Posts, and Field Testing	100% LS	\$12,225.00	\$12,225.00	\$11,539.00	\$11,539.00	\$11,127.00	\$11,127.00	\$11,218.00	\$11,218.00
e Insulated Joints (include switches)	100% LS	\$6,800.00	\$6,800.00	\$7,343.00	\$7,343.00	\$20,338.00	\$20,338.00	\$4,200.00	\$4,200.00
7 Crossing Protection C.W. Post Road ACDC System									
a Complete Signal House	100% LS	\$66,000.00	\$66,000.00	\$37,535.00	\$37,535.00	\$53,571.00	\$53,571.00	\$35,728.33	\$35,728.33
b Signal & Box Foundations	100% LS	\$3,200.00	\$3,200.00	\$6,300.00	\$6,300.00	\$13,965.00	\$13,965.00	\$6,062.00	\$6,062.00
c Meter Underground Wiring & Track Bonding	100% LS	\$15,150.00	\$15,150.00	\$13,738.00	\$13,738.00	\$13,965.00	\$13,965.00	\$13,366.00	\$13,366.00
d Signals, Posts, and Field Testing	100% LS	\$12,250.00	\$12,250.00	\$11,100.00	\$11,100.00	\$11,127.00	\$11,127.00	\$10,777.00	\$10,777.00
e Insulated Joints (include switches)	100% LS	\$4,200.00	\$4,200.00	\$6,294.00	\$6,294.00	\$20,338.00	\$20,338.00	\$4,200.00	\$4,200.00
8 Dirt Bumper	2 Ea.	\$350.00	\$700.00	\$1,000.00	\$2,000.00	\$2,950.00	\$5,900.00	\$600.00	\$1,200.00
9 Payment & Performance Bond	100% LS	\$10,800.00	\$10,800.00	\$12,500.00	\$12,500.00	\$33,163.00	\$33,163.00	\$14,711.33	\$14,711.33
TOTAL TRACK CONSTRUCTION			\$1,454,280.00		\$1,343,611.00		\$1,928,185.00		\$1,322,696.96

Balfour Beatty Rail, Inc.
12276 San Jose Blvd, Ste. 410
Jacksonville, FL 32223
904-378-7100

Lone Star Railroad Contr., Inc.
P.O. Box 1150
Ennis, TX 75120
901-652-4544

Shelby Railroad Service
3021 Selby Drive
Memphis, TN 38118
901-365-1068

Trac-Work, Inc.
P.O. Box 550
Ennis, TX 75119
972-875-6565



Legislation Details (With Text)

File #: RES-11:121 **Version:** 1 **Name:**

Type: Resolution **Status:** To Be Introduced

File created: 7/1/2011 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GARRY MEADOWS CONSTRUCTION CO., INC. FOR THE INDUSTRIAL PARK RAIL SPUR EXPANSION - SECTION I/SUBGRADE WORK - JOB NO. 2011:27

Sponsors: Engineering

Indexes: Contract

Code sections:

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

Date	Ver.	Action By	Action	Result
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Title
A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GARRY MEADOWS CONSTRUCTION CO., INC. FOR THE INDUSTRIAL PARK RAIL SPUR EXPANSION - SECTION I/SUBGRADE WORK - JOB NO. 2011:27

Body
WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job No. 2011:27;

WHEREAS, the low bidder and the firm selected for the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job No. 2011:27 is Garry Meadows Construction Co., Inc.;

WHEREAS, Garry Meadows Construction Co., Inc. has bid \$565,921.25 for the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job. No. 2011:27;

WHEREAS, the funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$282,960.63, from the Arkansas Economic Development Commission, 40%, or \$226,368.50 from the Economic Development Administration, and 10%, or \$56,592.12 from the FY 2011 capital improvements budget.

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 Garry Meadows Construction Co., Inc. in the new amount of \$565,921.25 for the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job. No. 2011:27;

Section 2. The funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$282,960.63, from the Arkansas Economic Development Commission, 40%, or \$226,368.50 from the Economic Development Administration, and 10%, or \$56,592.12 from the FY 2011 capital improvements budget.

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.

Attachment 1H
Contract and General Conditions

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between _____, hereinafter called the "Contractor" and City of Jonesboro, hereinafter called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

A. The Contractor shall

1. Furnish all labor, materials, tools, machinery, supervision and services necessary to perform all of the work in accordance with the description of work consisting of all plans, specifications, and supplemental contract documentation, dated _____ for work defined in City of Jonesboro, Arkansas, for the sum of \$_____.
2. Perform all work timely and diligently in a good and workmanlike manner using approved or equal materials as specified by the Grantee.
3. Begin work within 10 calendar days of receipt of the written Notice to Proceed and shall complete the work within _____* calendar days thereafter.
* Section I: _____
* Section II: _____
4. Carry Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Arkansas for all persons engaged in work at the site; and carry Contractor's Public Liability and Property Damage Insurance and Comprehensive Automobile Liability Insurance.
5. Furnish, before beginning the work, a Certificate of Insurance showing compliance with the provisions of Section A, Paragraph 4 above.
6. Keep the premises clean and orderly during the work and upon substantial completion of the contract, remove all rubbish, tools, scaffolding, and surplus materials from and about the site(s) and leave the work and premises consistent with prior appearance or equivalent. Material and equipment that have been removed and replaced as part of the work shall belong to the contractor.

Not assign the contract without written consent from the Owner.

8. Guarantee the work performed for a period of twelve months from the date of final acceptance of all work required by this contract. Furthermore, furnish the Owner and the Grantee with all manufacturer's and supplier's

written guarantees and warranties covering materials and equipment furnished under this contract.

9. Furnish the Owner, upon completion of the work and upon final payment by the Owner, a Release of Lien Form certifying that all charges for materials, labor, and/or any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid in full.
10. Defend, indemnify and hold harmless the Owner, the Arkansas Economic Development Commission, their agents or employees from and against any and all claims for injuries or damages to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract. Furthermore, shall assume all liability and responsibility for injuries, claims or suits for damages, to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract.

B. The Owner shall

1. Not make, or permit to be made, any changes to the description of work, without written approval from the Economic Development Commission.
2. Permit the contractor to use existing utilities such as lights, heat, power and water necessary to carry out and complete the work as specified.
3. Cooperate with the contractor to facilitate the performance of the work.
4. Issue a written Notice to Proceed to the contractor within ten (10) days from the date of this agreement.

C. Method of Compensation:

1. Payment for work shall be on percentage complete, plus on-site stored materials minus retainage. Final payment shall be made after: a Certificate of Substantial Completion has been executed; Economic Development Commission has received the contractor's Final Invoice and a satisfactory release of liens, or claims for liens, by subcontractors, laborers and material supplies for completed work or installed materials; and, after a final inspection has been conducted.
2. The contractor shall be liable for and shall pay to the Owner the sum of \$_____ as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion date (Section A, Paragraph 3) or as modified by a properly executed Change Order until such work is satisfactorily completed and accepted by the Owner and Grantee.

D. **General Provisions:**

1. The contractor agrees to perform all contract work as specified, and the Owner agrees that neither he nor the members of his family, his tenants, agents, or employees will hinder the contractor or his work.
2. The contractor shall take affirmative steps to ensure that applicants for employment are not discriminated against in any manner prescribed by the Regulatory Requirements of this contract during employment. Employment activities shall include, but not be limited to employment, upgrading, demotion, or transfer; termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall post in conspicuous places, for employees and applicants for employment, notices setting forth the provisions, as stated, of the non-discrimination clause contained within the contract's Regulatory Requirements.
4. The contractor shall incorporate the foregoing requirements in all subcontracts.
5. In the event of any breach of this contract by the contractor, the Owner and the Grantee may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor.
6. This contract embodies all of the representations, rights, duties, and obligations of the parties hereto, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties

**This Contract and All Terms and Conditions Contained Herein
Are Approved and Accepted as of the Date First Above Written.**

(Seal)

City of Jonesboro, Arkansas
(Owner)

By: _____
Harold Perrin, Jonesboro Mayor

ATTEST:

Donna Jackson, City Clerk

(SEAL)

(Contractor)

By: _____

ATTEST:

(Witness)

-Attachment C-

Bid Proposal for Unit Price "Line Item" Contract

City of Jonesboro, Arkansas (City/County), Arkansas

Proposed Industrial Park Rail Spur Expansion Type of Project

In the City of Jonesboro, Arkansas Location of Project

Grant # QACF 200712 ACEDP Project Number

Grant # 08-01-04307 EDA Project Number

GARRY MEADOWS CONSTRUCTION CO., INC.

As bidder, _____ (Insert name of corporation, partnership or individual), in accordance with your invitation for bids for the construction of the above-identified project, having examined all contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices as stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

TO: CITY OF JONESBORO
Attn: Mayor Harold Perrin
c/o City of Jonesboro
515 West Washington Ave.
Jonesboro, AR 72401

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 20 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
AHTD 100609 PARAGOULD, AR	HIGHWAY CONSTRUCTION	2010	ARKANSAS HIGHWAY DEPT
AHTD 100303 LAKE CITY, AR	HIGHWAY CONSTRUCTION	2008	AHTD
AHTD 100306 LAKE CITY, AR	HIGHWAY CONSTRUCTION	2008	AHTD

2. That they have carefully examined the nature and the location of the work, the contract and specifications governing the same and hereby agree to complete the work covered in this proposal in strict conformity with all documents appended.

3. That they understand that a bid can be placed on an individual Section, or on both Sections. A low bidder will be chosen for each Section I and Section II, which could be the same bidder or two separate bidders.

4. That they have examined and familiarized themselves with the laws of Arkansas governing work of this class and safeguarding the public construction will conform to such laws.

5. That if awarded a contract, to commence the work within 10 days of receipt of the Notice to Proceed from the Owner and to fully complete it on or before the expiration of * days after the date of the Notice to Proceed. The bidder further agrees to pay as liquidated damaged, the sum of \$ ** for each consecutive calendar day thereafter as provided in the General Conditions.

*Section I - Days; **\$

*Section II - Days; **\$

6. That if awarded a contract, to furnish the Owner within ten days of the date of the award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

7. That the undersigned also acknowledges receipt and inclusion in this proposal of the following addendum or addenda:

 No. 1 No. 3
 No. 2

8. That the undersigned does hereby offer to perform the whole of the work and to furnish all appurtenances, labor tools, machinery and equipment necessary for the work contemplated under these contracts in accordance with the specifications for roadbed and industrial spur tracks contained herein, as applicable, for the following unit prices and lump sum prices:

INDUSTRIAL PARK RAIL SPUR EXPANSION - SECTION I / SUBGRADE WORK

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Clearing and Grubbing	5.85	Ac.		
	<u>FOUR THOUSAND SIX HUNDRED</u>		Dollars	(\$ <u>4,600.00</u>)	\$ <u>26,910.00</u> ✓
2.	Erosion & Sediment Control	100%	LS		
	<u>FORTY TWO THOUSAND ONE HUNDRED</u>		Dollars	(\$ <u>42,100.00</u>)	\$ <u>42,100.00</u> ✓
3.	Unclassified Excavation	2,030	CY		
	<u>SIX</u>		Dollars	(\$ <u>6.00</u>)	\$ <u>12,180.00</u> ✓
4.	Compacted Embankment	5,345	CY		
	<u>TEN AND 25/100</u>		Dollars	(\$ <u>10.25</u>)	\$ <u>54,786.25</u> ✓
5.	Geo-Tech Fabric/Geo-Grid System	19,600	SY		
	<u>SEVEN AND 90/100</u>		Dollars	(\$ <u>7.90</u>)	\$ <u>154,840.00</u> ✓
6.	Compacted Sub-ballast	4,370	CY		
	<u>FORTY SIX AND 50/100</u>		Dollars	(\$ <u>46.50</u>)	\$ <u>203,205.00</u> ✓
7.	Drainage Structures				
a.)	24" RCP Class V Pipe w/ Rip-Rap End Protection	40	LF		
	<u>SIXTY ONE</u>		Dollars	(\$ <u>61.00</u>)	\$ <u>2,440.00</u> ✓
b.)	30" RCP Class V Pipe w/ Rip-Rap End Protection	90	LF		
	<u>SEVENTY TWO</u>		Dollars	(\$ <u>72.00</u>)	\$ <u>6,480.00</u> ✓
a.)	36" RCP Class V Pipe w/ Rip-Rap End Protection	345	LF		
	<u>NINETY SIX</u>		Dollars	(\$ <u>96.00</u>)	\$ <u>33,120.00</u> ✓

d.) 48" RCP Class V Pipe 120 LF
w/ Rip-Rap End Protection

ONE HUNDRED FIFTY EIGHT Dollars (\$ 158.00) \$ 18,960.00 ✓

8. Project Signs 100% LS

TWO THOUSAND FIVE HUNDRED Dollars (\$ 2,500.00) \$ 2,500.00 ✓

~~9. 24" Steel Encasement 55 LF~~

~~_____ Dollars (\$ _____) \$ _____~~

10. Payment & Performance Bond 100% LS

EIGHT THOUSAND FOUR HUNDRED Dollars (\$ 8,400.00) \$ 8,400.00 ✓

TOTAL: SECTION I SUB-GRADE WORK \$ 565,921.25 ✓

* * * * *

EXCAVATION / TRENCH SAFETY SYSTEM 1 L.S. (\$ 0.00) \$ 0.00

ZERO DOLLARS

INDUSTRIAL RAIL SPUR FACILITY – SECTION II / TRACK CONSTRUCTION

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals	6,726	LF		
				Dollars (\$ _____)	\$ _____
2.	Remove/Reinstall Ex. Rail, Ties, etc. w/ 30% Tie Replacement	125	LF		
				Dollars (\$ _____)	\$ _____
3.	Switches				
	a.) #11 LHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals)	2	Ea.		
				Dollars (\$ _____)	\$ _____
	b.) #11 RHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals)	2	Ea.		
				Dollars (\$ _____)	\$ _____
	c.) #11 RHTO (136#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals)	1	Ea.		
				Dollars (\$ _____)	\$ _____
4.	115# Welded Rail Through Crossing	190	LF		
				Dollars (\$ _____)	\$ _____
5.	Pre-Cast Concrete Grade Crossing w/ 10' Wood Ties	190	LF		
				Dollars (\$ _____)	\$ _____
6.	Crossing Protection Frito Lay Drive ACDC System				
	a.) Complete Signal House	100%	LS		
				Dollars (\$ _____)	\$ _____

b.) Signal & Box Foundations 100% LS
_____ Dollars (\$ _____) \$ _____

c.) Meter Underground Wiring & 100% LS
Track Bonding
_____ Dollars (\$ _____) \$ _____

d.) Signals, Post, and Field Testing 100% LS
_____ Dollars (\$ _____) \$ _____

e.) Insulated Joints incl. Switches 100% LS
_____ Dollars (\$ _____) \$ _____

7. Crossing Protection C.W. Post Road ACDC System

a.) Complete Signal House 100% LS
_____ Dollars (\$ _____) \$ _____

b.) Signal & Box Foundations 100% LS
_____ Dollars (\$ _____) \$ _____

c.) Meter Underground Wiring & 100% LS
Track Bonding
_____ Dollars (\$ _____) \$ _____

d.) Signals, Post, and Field Testing 100% LS
_____ Dollars (\$ _____) \$ _____

e.) Insulated Joints incl. Switches 100% LS
_____ Dollars (\$ _____) \$ _____

8. Dirt Bumper 2 Ea.
_____ Dollars (\$ _____) \$ _____

9. Payment & Performance Bond 100% LS
 _____ Dollars (\$ _____) \$ _____

TOTAL: SECTION II RAIL CONSTRUCTION \$ _____

* * * * *

SECTION II DEDUCTIVE ALTERNATES

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1A.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals	2,000	LF		
				Dollars (\$ _____)	\$ _____

TOTAL: SECTION II DEDUCTIVE ALTERNATES \$ _____

TOTAL: SECTION II WITH DEDUCTIVE ALT'S \$ _____

* * * * *

9. The bidder proposes to use the following equipment or material on the construction of TRACK:

- A. RAIL
Supplier's Name: _____
- B. BALLAST
Supplier's Name: _____
- C. SWITCHES
Manufacturer's or Supplier's Name: _____
- D. TIES
Supplier's Name: _____

10. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails will be Number One relay according to Burlington Northern Santa Fe Standards. The rail may be measured again once shipped to the site. Rail not meeting the standards will be rejected.

11. The bidder proposes to use the following subcontractors to construct a portion of the project:

A. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract: \$ _____

B. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract: \$ _____

C. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract \$ _____

12. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract.

13. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract to the bidder that is deemed to have presented the proposal that is in the best interest of the Owner.

14. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

RESPECTFULLY SUBMITTED

GARRY MEADOWS CONSTRUCTION CO., INC.

By Dale Wood

Title SECRETARY

Address P.O. Box 16540

JONESBORO, AR 72403

Arkansas License Number 0002620412

Bid Tabulation Summary Sheet

Proposed Industrial Park Rail Spur Expansion
City of Jonesboro

Jonesboro, Arkansas
AEDC Grant # QAF C 200712
EDA Grant # 08-01-04307

This is a certified copy of the tabulation of bids on the captioned work as submitted by the contractors listed below and on the following pages.

By: *Robert E. Cole*

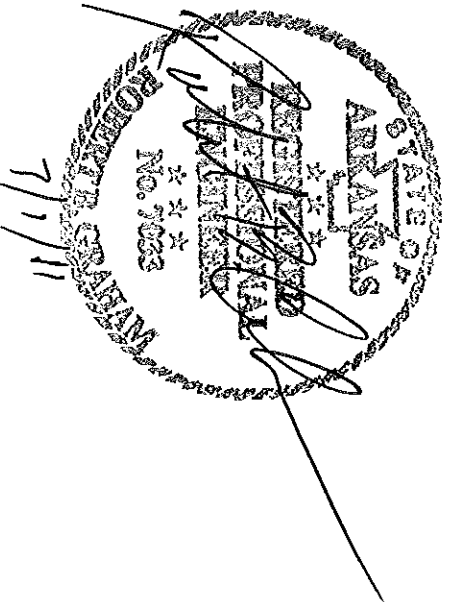
Date: 7/1/11

Section I - Sub-grade Work: Summary

Garry Meadows Construction, Inc. \$565,921.25
Asphalt Producers, LLC. \$602,680.00
Lentz Construction Company, Inc. \$631,872.70

Section II - Track Construction: Summary

Trac-Work, Inc. \$1,322,696.96
Lone Star Railroad Contractors, Inc. \$1,343,611.00
Balfour Beatty Rail, Inc. \$1,454,280.00
Shelby Railroad Service \$1,928,185.00



Bid Tab Sheet - SECTION I

Proposed Industrial Park Rail Spur Expansion
 City of Jonesboro
 Jonesboro, Arkansas
 AEDC Grant # QAF/C 200712
 EDA Grant # 08-01-04307

Description of Items	Approx Qty.	Unit Price	Amount	Asphalt Producers, LLC. P.O. Box 1492 Jonesboro, AR 72403 phone #		Garry Meadows Const., Inc. P.O. Box 16540 Jonesboro, AR 72403 870-935-5655		Lentz Const. Company, Inc. 194 Sardis Road Morrilton, AR 72110 501-354-6769	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SUBGRADE WORK									
1 Clearing and Grubbing	5.85 Ac.	\$5,000.00	\$29,250.00	\$4,600.00	\$26,910.00	\$14,500.00	\$84,825.00		
2 Erosion & Sediment Control	100% LS	\$25,000.00	\$25,000.00	\$42,100.00	\$42,100.00	\$50,800.00	\$50,800.00		
3 Unclassified Excavation	2,030 CY	\$13.00	\$26,390.00	\$6.00	\$12,180.00	\$8.14	\$16,524.20		
4 Compacted Embankment	5,345 CY	\$15.00	\$80,175.00	\$10.25	\$54,786.25	\$14.30	\$76,433.50		
5 Geo-Tech Fabric (Woven)	19,600 SY	\$8.75	\$171,500.00	\$7.90	\$154,840.00	\$9.50	\$186,200.00		
6 Compacted Sub-Ballast	4,370 CY	\$42.00	\$183,540.00	\$46.50	\$203,205.00	\$25.50	\$111,435.00		
7a 24" RCP Class V Pipe w/ Rip-Rap End Protection	40 LF	\$75.00	\$3,000.00	\$61.00	\$2,440.00	\$112.00	\$4,480.00		
b 30" RCP Class V Pipe w/ Rip-Rap End Protection	90 LF	\$85.00	\$7,650.00	\$72.00	\$6,480.00	\$115.00	\$10,350.00		
c 36" RCP Class V Pipe w/ Rip-Rap End Protection	345 LF	\$115.00	\$39,675.00	\$96.00	\$33,120.00	\$125.00	\$43,125.00		
d 48" RCP Class V Pipe w/ Rip-Rap End Protection	120 LF	\$200.00	\$24,000.00	\$158.00	\$18,960.00	\$235.00	\$28,200.00		
8 Project Signs	100% LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00		
9 Payment & Performance Bond	100% LS	\$9,500.00	\$9,500.00	\$8,400.00	\$8,400.00	\$15,000.00	\$15,000.00		
Sub-total SUBGRADE WORK			\$602,680.00		\$565,921.25		\$631,872.70		

TOTAL - SECTION I

\$602,680.00

\$565,921.25

\$631,872.70

W. WILLIAM GRAHAM, JR., INC.

CONSULTING ENGINEERS

100 NORTH RODNEY PARHAM RD. - SUITE 2B

LITTLE ROCK, ARKANSAS 72205

(501) 227-0078

W. WILLIAM GRAHAM, JR., P.E. (1925-2001)

ROBERT B. GRAHAM, P.E.

CODY C. RANKIN, P.E.

July 1, 2011

City of Jonesboro

Att: Mr. Craig Light

515 West Washington Avenue

Jonesboro, Ar 72401

Ref: Bids Received on June 29, 2011 for Industrial Park Rail Spur Expansion

Dear Mr. Light,

Our firm has reviewed the above referenced bids and recommends that the city award the contracts as follows:

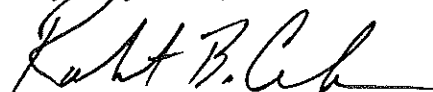
Section I – Garry Meadows Construction, Inc.

Section II – Trac-Work, Inc.

There were two mistakes made by the contractors. There was a \$1.00 math error done by Shelby Railroad Service and a \$60.00 math error by Trac-Work, Inc. The math errors did not affect the two low bids as read out at the bid letting.

Let me know if our firm can do anything else towards issuing the Notices of Awards.

Very Truly Yours,



Robert B. Graham