



**City of Jonesboro  
Invitation to Bid - Not an Order**

P.O. Box 1845  
515 West Washington Ave.

Purchasing Office  
Bid No. 2005:80

Jonesboro, Arkansas 72403  
Date Dec 8, 2005

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until 2:00pm Wed, Dec 28, 2005 and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on n/a.

F.O.B. See below  
Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City see below days.

By: **Steve A. Kent**  
Purchasing Agent  
(870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
	<p><b>Special project</b> - Specifications for installing cross-walk concrete on Main St and intersecting streets between Mathews &amp; Cate. Bidder may click on <a href="http://www.jonesboro.org">www.jonesboro.org</a> for additional information under Purchasing.</p> <p>There are 11 (eleven) pages (front and back) to this bid. All pages must be returned as a complete bid.</p> <p>Bid <u>must</u> be signed or bid will be rejected.</p> <p>Bid number (2005:80) <u>must</u> be annotated on bidder's envelope.</p> <p>All prices shall be stated in the provided blank in specifications.</p> <p>Bidder shall submit a copy of their Arkansas State Contractor's License to qualify for award of this bid. License required. Bid will be rejected if not received with this bid.</p> <p>Quantities provided are estimates only and payments will be made on field measurements.</p> <p>After proper curing, successful bidder shall clean work area and open for traffic. Traffic maintenance will be contractor's responsibility.</p> <p>The Contractor shall furnish all materials required for proper installation (expansion, gray concrete &amp; color, 4" PVC and caps etc) Contractor shall perform cleanup of all debris after completion of sections.</p> <p>The Contractor shall be responsible for all utility locates before each job. Contractor shall also be responsible for any damage done to City and/or private property during project.</p> <p>Successful bidder shall comply with City of Jonesboro standard specifications for construction which can be obtained from the City at Bidder's expense. Supplementary specifications are provided in this package for this job. The City will be responsible for testing throughout this project.</p> <p>The City of Jonesboro reserves the right to accept or reject any or all or any part of any bid received.</p> <p>Contractor shall provide fax number so the notice to proceed order can be provided by the City. All jobs shall be completed by May 12, 2006. Failure to do so shall result in a \$100.00 per day penalty until job is complete.</p> <p>Fax number: <u>870-935-3571</u></p> <p>Any questions may be directed to Ben Malone, Project Engineer @ 870-932-2438.</p> <p>A bid bond and a performance bond will be required on this job. See page 2 (reverse side) section 9.</p> <p>Payments on jobs shall be made using the City of Jonesboro's bill paying schedule. Successful vender will submit all completed paperwork to the City using this schedule for payment.</p> <p>Cash Discounts _____ % _____ Days</p>				

**Execution of Bid**

Date 12/8/05

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. \_\_\_\_\_ Phone # (870) 935-3022

Bidder Copper Construction Co. Address 119 Eagle Street  
By [Signature] City Jonesboro  
(Person Authorized to Sign Bids) (Title)

**Unsigned Bids Will Be Rejected**

**Bids number MUST be annotated on Bidder's envelope.  
Bids are subject to rejection unless submitted on this form.  
Notice to bidders: See reverse side for instructions and conditions.**

**CITY OF JONESBORO, ARKANSAS**

**CONDITIONS OF BIDDING**

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
  - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632.SS51-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

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**INSTRUCTIONS TO BIDDERS**

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent, P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.

**THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.**

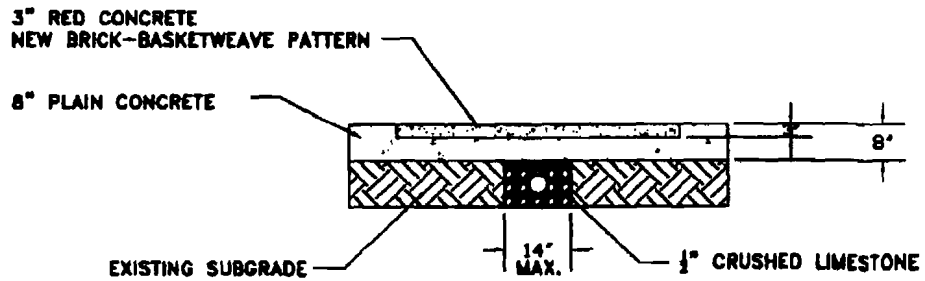
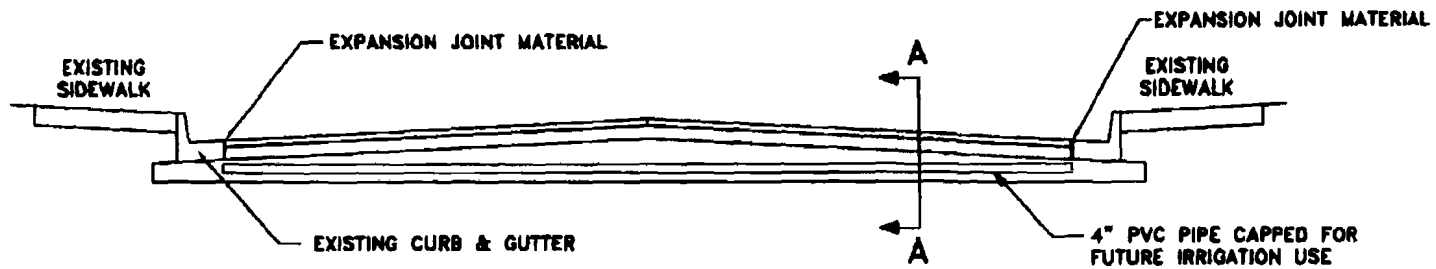
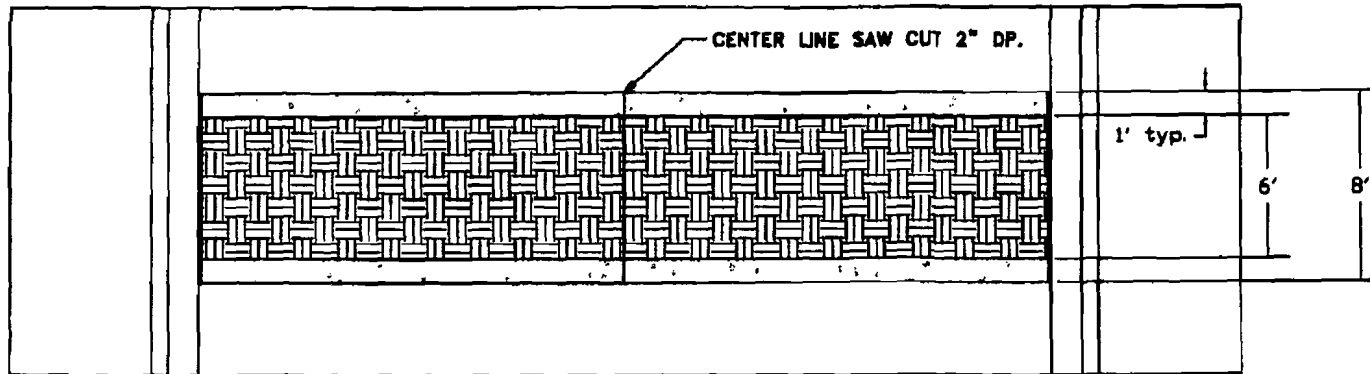
Click on Purchasing at [www.jonesboro.org](http://www.jonesboro.org) for any additional information.

Successful bidder shall furnish labor, materials and equipment to excavate, form, pour and finish new sections as listed below. All specifications on page one shall apply.

The following amounts are estimates from the job site. All prices shall be figured using these estimates to sum up to a total bid price. The City recognizes that quantities will fluctuate and final measurements will be made upon completion and inspection of each section.


4" schedule 40 PVC	600 L. F.	Unit LF \$ <u>7<sup>00</sup></u>	Total \$ <u>4,200<sup>00</sup></u>
½" minus crushed Limestone	70 Tons	Unit Ton \$ <u>14<sup>00</sup></u>	\$ <u>980<sup>00</sup></u>
8" concrete cross walk as per specs	530 sq yd	Unit SY \$ <u>112<sup>00</sup></u>	\$ <u>59,625<sup>00</sup></u>
TOTAL Project Bid for this Project			<u>\$ 64,805<sup>00</sup></u>

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SECTION A-A  
2x SIZE

PROJECT NAME	Main St. Crosswalk Project
SCALE	No Scale
DATE	12/2005



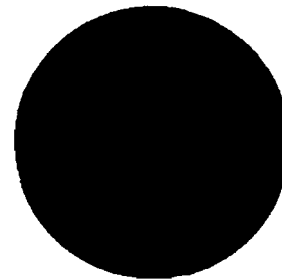
City Of Jonesboro

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond



BOND # GRBB122805CO

**KNOW ALL MEN BY THESE PRESENTS**, that we  
**COOPER CONSTRUCTION CO., INC.**

1119 FALLS STREET JONESBORO, AR 72401

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**GRANITE RE, INC.**

14001 QUAILBROOK DRIVE OKLAHOMA CITY, OK 73134

a corporation duly organized under the laws of the State of OKLAHOMA as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF JONESBORO**

P. O. BOX 1845 JONESBORO, AR 72403

(Here insert full name, and address or legal title of Owner)

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.

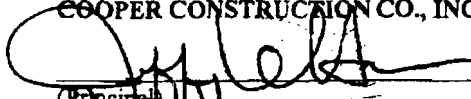
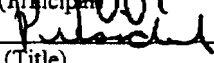
WHEREAS, the Principal has submitted a bid for  
**COLORED CONCRETE FOR MAIN STREET**

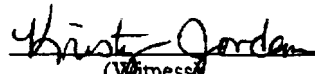
(Here insert full name, address and description of project)

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.

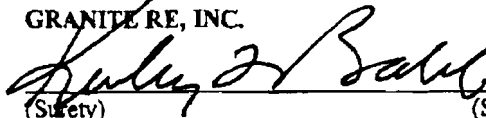
Signed and sealed this 28th day of December, 2005


**COOPER CONSTRUCTION CO., INC.**

  
\_\_\_\_\_  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

**GRANITE RE, INC.**

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

  
\_\_\_\_\_  
(Witness)

(Title) Kimberly L. Babb, ATTORNEY-IN-FACT

# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KIMBERLY L. BABB, J. ALAN ROGERS, MIKI J. ROGERS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KIMBERLY L. BABB, J. ALAN ROGERS, MIKI J. ROGERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Secretary/Treasurer, this 6<sup>th</sup> day of August, 2004.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
R. Darryl Fisher, Vice President

  
Rodman A. Frates, Secretary/Treasurer

On this 6<sup>th</sup> day of August, 2004, before me personally came R. Darryl Fisher, Vice President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said R. Darryl Fisher and Rodman A. Frates were respectively the Vice President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as Vice President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2008  
Commission #: 00005708



  
Notary Public

### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
28 day of Dec, 2004.



  
Rodman A. Frates, Secretary/Treasurer