

City of Jonesboro  
**Invitation to Bid - Not an Order**  
 P.O. Box 1845  
 515 West Washington Ave.

FEB 01 2006

Purchasing Office  
 Bid No. 2006:11

Jonesboro, Arkansas 72403  
 Date January 30, 2006

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, Feb. 15, 2006 and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on \_\_\_\_\_.

F.O.B. Job Site  
 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>Specifications for installing and/or replacing culverts, curb and gutter, driveways, and inlets. All work must meet City's specifications. <b>Bennett Drainage Project</b></p> <p>There are 8 (eight) 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.                      Bid number (2006:11) <u>must</u> be annotated on bidder's envelope.                      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>After proper curing, successful bidder shall remove forms and shall backfill to existing grades and shall clean up area.                      The contractor shall perform hot &amp; cold weather concreting in accordance with ACI specifications 306.1-90, 306R-88, and 305R-99.</p> <p>The Contractor shall be responsible for the payment of any and all sub-contractors, supplies and equipment. Under no circumstances shall the City be liable for these costs.</p> <p>The Contractor shall be responsible for all utility locates before each job and provide traffic control.</p> <p>The Contractor shall be responsible for any and all damages made by the Contractor. Under no conditions will the City be responsible once the scope of the job is given.</p> <p>Successful bidder shall comply with City of Jonesboro standard specifications for culverts which can be obtained from the City at Bidder's expense.</p> <p>The contractor shall use elevations shown on the plans, percentages provided may fluctuate slightly.</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>Project shall be completed within 100 days of receipt of Notice to Proceed. Failure to do so shall result in a \$200.00 per day penalty until job is complete.</p> <p>Fax number: <u>870-972-9420</u>                      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 style="text-align: center;">Cash Discounts <u>0</u> % <u>0</u> Days</p>				

**Execution of Bid**

Date 2-15-2006

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) 219-0815

Bidder Northeast Arkansas Contractors, Inc. Address 11603 Perntree Place  
 By Don Earth Movers, Inc. President City Jonesboro, AR 72404  
 \_\_\_\_\_ (Title)  
 \_\_\_\_\_ Authorized to Sign Bids)

**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.

## BENNETT UNIT PRICE SCHEDULE

Item	Estimated No. Quantity	Description of Items and Unit or Lump Sum Price Bid	Total Amount
(Dollar Amount Written in Words)			(Total in Figures)
1.04a	Lump Sum	Site Preparation, including demolition, removal and disposal of drainage structures, and other obstructions, concrete and asphalt pavements, curb and gutter, clearing and grubbing, and other items to complete site preparation	
		Four thousand eight hundred eighty and $\frac{80}{100}$ dollars	\$4,880.00
2.09a	Lump Sum	Unclassified Excavation	
		One thousand and $\frac{00}{100}$ dollars	\$1,000.00
3.06a/20.06a	10	Tons, Aggregate (Class 7)	
		One hundred thirty and $\frac{00}{100}$ dollars ( \$13.00 )/Ton	\$130.00
5.04a	15	Tons, PG 64-22 Asphalt Concrete Hot-Mix Type II Surface Course (Bituminous Prime Coats Subsidiary to Asphalt)	
		One thousand six hundred fifty and $\frac{00}{100}$ dollars ( \$110.00 )/Ton	\$1,650.00
7.05b	100	Square Yards, Concrete Driveways (4" Depth)	
		Two thousand seven hundred and $\frac{00}{100}$ dollars ( 27.00 )/S.Y.	\$2,700.00
8.09a	480	Linear Feet, Type "A" Barrier Concrete Curb and Gutter	
		Four thousand three hundred twenty and $\frac{00}{100}$ dollars ( 9.00 )/L.F.	\$4,320.00
10.08a (1)	1	Each, 4' Curb Inlets	
		One thousand one hundred and $\frac{00}{100}$ dollars ( 1100.00 )/Each	\$1,100.00
10.08a (2)	1	Each, 5' Curb Inlets	
		One thousand six hundred and $\frac{00}{100}$ dollars ( 1600.00 )/Each	\$1,600.00
10.08a (3)	4	Each, 5' Curb Inlet w/ 8' extension	
		Eight thousand eight hundred and $\frac{00}{100}$ dollars ( 2200.00 )/Each	\$8,800.00
10.08a (4)	1	Each, 5' Curb Inlet w/ 8' & 4' extension	
		Two thousand five hundred and $\frac{00}{100}$ dollars ( 2500.00 )/Each	\$2,500.00
11.18a	5	Cubic Yards, Reinforced Concrete	
		Four thousand and $\frac{00}{100}$ dollars ( 800.00 )/C.Y.	\$4,000.00
13.08m (1)	53	Linear Feet, 15" Coated Corrugated Metal Pipe,	
		One thousand two hundred ten and $\frac{52}{100}$ dollars ( 22.84 )/L.F.	\$1,210.52
13.08m (2)	95	Linear Feet, 30" Ultra flow Aluminized Metal Pipe	
		Four thousand seven hundred fifty and $\frac{00}{100}$ dollars ( 50.00 )/L.F.	\$4,750.00

Item	Estimated No. Quantity	Description of Items and Unit or Lump Sum Price Bid	Total Amount
13.08m (3)	80	Linear Feet, 36" Ultra flow Aluminized Metal Pipe <i>Four thousand three hundred twenty and <math>\frac{79}{100}</math> dollars ( 54.<sup>00</sup> ) L.F.</i>	\$ 4,320. <sup>00</sup>
13.08a (1)	39	Linear Feet, 14" x 23" Reinforced Concrete Horizontal Elliptical Pipe, Class III <i>Four thousand four hundred fifty six and <math>\frac{80}{100}</math> dollars ( 55.<sup>71</sup> ) L.F.</i>	\$ 4,456. <sup>80</sup>
13.08a (2)	36	Linear Feet, 24" x 38" Reinforced Concrete Horizontal Elliptical Pipe, Class III <i>Two thousand five hundred ninety six and <math>\frac{68}{100}</math> dollars ( 72.<sup>13</sup> ) L.F.</i>	\$ 2,596. <sup>68</sup>
13.08a (3)	80	Linear Feet, 19" x 30" Reinforced Concrete Horizontal Elliptical Pipe, Class III <i>Four thousand four hundred ninety three and <math>\frac{60}{100}</math> dollars ( 56.<sup>17</sup> ) L.F.</i>	\$ 4,493. <sup>60</sup>
13.08a (4)	37	Linear Feet, 4' x 2' Reinforced Concrete Box <i>Five thousand three hundred twenty eight and <math>\frac{40}{100}</math> dollars ( 144.<sup>00</sup> ) L.F.</i>	\$ 5,328. <sup>00</sup>
13.08a (5)	20	Linear Feet, 5' x 3' Reinforced Concrete Box <i>Five thousand sixty and <math>\frac{10}{100}</math> dollars ( 253.<sup>00</sup> ) L.F.</i>	\$ 5,060. <sup>00</sup>
14.07a	300	Square Yards, Solid Sodding <i>Seven hundred fifty and <math>\frac{10}{100}</math> dollars ( 2.<sup>5</sup> ) S.Y.</i>	\$ 750. <sup>00</sup>
14.07b	15	Cubic Yard, Topsoil <i>Two hundred ten and <math>\frac{10}{100}</math> dollars ( 14.<sup>00</sup> ) S.Y.</i>	\$ 210. <sup>00</sup>
22.06a	2	Each, Remove and Replace Mailboxes <i>Three hundred and <math>\frac{10}{100}</math> dollars ( 150.<sup>00</sup> ) Each</i>	\$ 300. <sup>00</sup>
38.05a	50	Tons, Riprap <i>Seven hundred fifty and <math>\frac{10}{100}</math> dollars ( 15.<sup>00</sup> ) Tons</i>	\$ 750. <sup>00</sup>
43.06a	140	Cubic Yards, Flowable Fill <i>Seven thousand and <math>\frac{10}{100}</math> dollars ( 50 ) C.Y.</i>	\$ 7,000. <sup>00</sup>
<b>Total Base Bid</b>			<b>\$ 73,905.<sup>60</sup></b>

License No. 0142110606

State of Arkansas  
**Contractors Licensing Board**

NORTHEAST ARKANSAS CONTRACTORS, INC.  
1603 PEARTREE  
JONESBORO, AR 72404

**This is to Certify That** \_\_\_\_\_  
NORTHEAST ARKANSAS CONTRACTORS, INC.

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

SPECIALTY  
Grading, Drainage

with the following suggested bid limit \_\_\_\_\_ \$450,000

from \_\_\_\_\_ July 8, 2005 \_\_\_\_\_ until \_\_\_\_\_ June 30, 2006 \_\_\_\_\_

when this Certificate expires.

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



*Mark H. A.*

CHAIRMAN

*Devil L. Malone*

SECRETARY

July 8, 2005

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/15/2006

PRODUCER (870)972-5281 FAX (870)972-0497  
Insurance Network  
P O Box 9180  
Jonesboro, AR 72403

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Earthmovers, Inc.  
1603 Peartree  
Jonesboro, AR 72404

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Casualty Co	21415
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	3D29869-07	01/26/2006	01/26/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXL* (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3E29869-07	01/26/2006	01/26/2007	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3H29869-07	01/26/2006	01/26/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> CYL-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
City of Jonesboro 515 W. Washington Jonesboro, AR 72401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jan Schull/JLS <i>Jan Schull</i>