



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-086-2021

File Number: RES-21:085

Enactment Number: R-EN-086-2021

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD RAIL EXPANSION PROJECT - SECTION II TRACK CONSTRUCTION (2021:21)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Craighead Technology Park Industrial Lead Rail Expansion project - Section II Track Construction;

WHEREAS, the low bidder and the firm selected for the project is Trac-Work, Inc.; and

WHEREAS, funding for the execution of the contract shall come from FY 2018 Consolidated Rail Infrastructure and Safety Improvements grant funded through the Federal Railroad Administration in the amount of \$2,335,400; and the \$650,000 from local partners and compensation shall be paid in accordance with the contract.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Trac-Work, Inc. for the Craighead Technology Park Industrial Lead Rail Expansion project - Section II Track Construction.

Section 2. That funding for the execution of the contract was included in the 2021 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 contract.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2021.

ADDENDUM No. 2

**Craighead Technology Park Industrial Lead Rail Expansion Project
City of Jonesboro, Arkansas
(BID 2021:21)**

April 26, 2021

1. General Information

The successful Contractors for Section I and Section II will be required to supply the Owner with Insurance Certificates for the related Contracts. The Contractors will be required to show Post Foods, Inc. as an “also insured” on all Insurance Certificates.

ADDENDUM No. 3

**Craighead Technology Park Industrial Lead Rail Expansion Project
City of Jonesboro, Arkansas
(BID 2021:21)**

April 27, 2021

1. II – INSTRUCTION TO BIDDERS: 1. Preparation of Bid

The following sentence “*The Bid Form and Unit Price Schedule shall not be detached, but shall be submitted in the original binding as furnished by the Engineer.*” (3rd paragraph, 1st sentence) shall be revised to read as follows:

“The bid forms from Section III (Bid Proposal for Unit Price), Section IV (Bid Bond, Buy America Certification, Suspension and Debarment), and Section V (Statement of Bidder’s Qualifications) shall be filled out completely by the Contractor. These completed forms shall be included in the sealed bid submittal.”

TABLE OF CONTENTS

- I. ADVERTISEMENT FOR BIDS
- II. INSTRUCTIONS TO BIDDERS
- III. BID PROPOSAL FOR UNIT PRICES
- IV. BID BOND, BUY AMERICA CERTIFICATION, SUSPENSION AND DEBARMENT
- V. STATEMENT OF BIDDER'S QUALIFICATIONS
- VI. CONTRACT
- VII. PERFORMANCE AND PAYMENT BOND
- VIII. GENERAL CONDITIONS
- IX. SUPPLEMENTAL GENERAL CONDITIONS
- X. SPECIAL CONDITIONS
- XI. DIVISION 1 – GENERAL REQUIREMENTS
- XII. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the Craighead Technology Park Industrial Lead Rail Expansion Project will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on Thursday, May 6 and then publicly opened and read in the First Floor Conference Room for furnishing all labor, material, and equipment, and all work required to furnish and construct the industrial rail spur expansion complete. All Submissions shall be annotated on the outside of the envelope with the bid number 2021:21.

The Project consists of the site preparation, drainage, excavation (approximately 16,500 CY) and construction of subgrade for the railroad expansion, and the railroad track materials and construction (approximately 7,200 TF).

Proposals shall be accompanied by a cashier's or certified check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds within ten (10) days after notice of award of Contract to him. The notice of award of Contract shall be given by the Owner within sixty (60) days following the opening of bids.

The successful Bidder must furnish a performance and payment bond upon the form provided in the amount of one hundred percent (100%) of the contract price from an approved surety company holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner.

The attention of bidders is called to the fact that no contractor's license is required to submit a bid, but successful bidder must be licensed prior to entering into a contract with the City for the project.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of printing per set from the Jonesboro Blueprint, 222 Madison Street, Jonesboro, Arkansas 72401, ph. (870)932-4349. No partial sets will be issued. No refunds will be made. Any addendum to this bid will be posted no later than 7 days before bid opening by clicking on "Purchasing" at www.jonesboro.org.

Proposals will be considered on the basis of cost, the bidder's financial responsibility, his equipment, and his past performance in completing similar work. The City of Jonesboro reserves the right to reject any or all bids, to waive any informalities, and to accept the proposal deemed to be for their best interest.

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule. All blank spaces must be filled in legibly with ink or typed. All blank spaces for bid prices on the Unit Price Schedule must be filled in with figures; the extended total for each item shall be entered. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total be corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedule shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal by the Bidder. Total Base Bid will equal Invoice Price.

There must be a bid on all items which may appear on the Unit Price Schedule. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The bid form and Unit Price Schedule shall not be detached, but shall be **submitted in the original binding** as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

The Anti-Collusion and Debarment Certification in Section IV must be executed and submitted with the bids at the time proposals are submitted.

"Buy America" provisions apply to this project in accordance with standard provisions of the F.R.A. Buy America requirements of 49 U.S.C. Section 22905(a) and associated sections (see Sec IV).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Craighead Technology Park Industrial Lead Rail Expansion Project, Bid Number 2021:21 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to seven (7) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond (substantially in the form attached). No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the City of Jonesboro, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified checks, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

5. COLLUSION; SUBCONTRACTS

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

6. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

8. TIME FOR RECEIVING BIDS

A bid received prior to the advertised time of opening will be kept securely, and will remain sealed until the time of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

9. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

11. AWARD OF CONTRACT; REJECTION OF BIDS

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined insufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for bids.

13. BONDS AND INSURANCE

Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

14. LEGAL QUALIFICATIONS

The successful Bidder, if a corporation created under the laws of a state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

15. MODIFICATION OF BID

No modification of any bid already submitted will be considered unless such modification is received prior to the time set for opening of bids.

16. SURVEY CONSTRUCTION CONTROLS

CONSTRUCTION SURVEY STAKING TO BE PROVIDED BY CONTRACTORS.

III. BID PROPOSAL FOR UNIT PRICES

Bid Proposal for Unit Price "Line Item" Contract

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

Proposed Industrial Park Rail Spur Expansion Type of Project

Craighead Technology Park in the City of Jonesboro, Arkansas Location of Project

Bid # 2021:21 F.R.A. 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 Copenhaver
c/o City of Jonesboro
300 S. Church Street
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 53 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

Place

Character of Work

Year

Owner

See Attachments

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 - 110 Days; **\$ 300.00/day

*Section II - 90 Days; **\$ 500.00/day

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:

#1, #2 & #3 _____

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 EXPANSION (Post Foods Area) – SECTION I/SUBGRADE WORK

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Clearing and Grubbing	2.25	Ac.		
			Dollars	(\$ 0)	\$ 0
2.	Erosion & Sediment Control	100%	LS		
			Dollars	(\$ 0)	\$ 0
3.	Unclassified Excavation	1,950	CY		
			Dollars	(\$ 0)	\$ 0
4.	Compacted Embankment	750	CY		
			Dollars	(\$ 0)	\$ 0
5.	Geo-Tech Fabric/Geo-Grid System	7,125	SY		
			Dollars	(\$ 0)	\$ 0
6.	Compacted Sub-ballast	2,375	CY		
			Dollars	(\$ 0)	\$ 0
7.	Drainage Structures				
	a.) Relocate Existing (2)-12" RCP Pipes w/ Rip-Rap Protection	100%	LS		
			Dollars	(\$ 0)	\$ 0
8.	Project Signs	100%	LS		
			Dollars	(\$ 0)	\$ 0
9.	Payment & Performance Bond	100%	LS		
			Dollars	(\$ 0)	\$ 0

SECTION I SUB-GRADE WORK (Post Foods Area) SUBTOTAL \$ 0

* * * * * * *

INDUSTRIAL PARK RAIL EXPANSION (Post Foods Area) - 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.	115# No.1 Relay (min.) Rail, Ties, Ballast & Incidentals	2,795	LF		
			Dollars	(\$ <u>121.11</u>)	\$ <u>338,502.45</u> ✓
2.	Salvage/Reinstall Ex. Rail, Ties, inc. w/ 25% Tie Replacement, complete	730	LF		
			Dollars	(\$ <u>30.15</u>)	\$ <u>22,009.50</u> ✓
3.	Realign Ex. Rail, Ties, inc.. w/ 25% Tie Replacement, complete	250	LF		
			Dollars	(\$ <u>30.15</u>)	\$ <u>7,537.50</u> ✓
4.	Turnouts				
	a.) #11 Mainline T.O. (136#, HT) BNSF Rails, Ties, Ballasts & Inc. complete	1	Ea.		
			Dollars	(<u>\$65,649.98</u>)	\$ <u>65,649.98</u> ✓
	b.) #11 Industrial Grade T.O. (115#, HT) Rails, Ties, Ballasts & Incidentals)	1	Ea.		
			Dollars	(\$ <u>61,918.38</u>)	\$ <u>61,918.38</u> ✓
	c.) #9 Industrial Grade T.O. (115#, HT) Rails, Ties, Ballasts & Incidentals)	1	Ea.		
			Dollars	(\$ <u>49,533.24</u>)	\$ <u>49,533.24</u> ✓
	d.) #7 Industrial Grade T.O. (115#, HT) Rails, Ties, Ballasts & Incidentals)	2	Ea.		
			Dollars	(\$ <u>49,533.24</u>)	\$ <u>99,066.48</u> ✓
	e.) Salvage Existing #9 Ind Grade T.O. Incl. Rails, Ties, & Incidentals	2	Ea.		
			Dollars	(\$ <u>5,449.51</u>)	\$ <u>10,899.02</u> ✓
5.	Single Switch Point Derail complete (BNSF Specs)	1	Ea.		
			Dollars	(\$ <u>12,867.21</u>)	\$ <u>12,867.21</u> ✓

6.	EOT Device (Steel Bumping Post w/ Shockfree Head)	100%	LS	Dollars	(\$ <u>7,124.68</u>)\$ <u>7,124.68</u> ✓
<hr/>					
7.	Payment & Performance Bond	100%	LS	Dollars	(\$ <u>7,500.00</u>)\$ <u>7,500.00</u> ✓
<hr/>					
8	In-plant Grade Crossing (ASPHALT)	120	LF	Dollars	(\$ <u>97.95</u>)\$ <u>11,754.00</u> ✓
<hr/>					

SECTION II TRACK CONSTRUCTION (Post Foods Area) SUBTOTAL \$ 694,362.44 ✓

* * * * *

INDUSTRIAL PARK RAIL EXPANSION (Nestle Rd. Area) – SECTION I/SUBGRADE WORK

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Clearing and Grubbing	6.1	Ac.		
			Dollars	(\$ 0)	\$ 0
2.	Erosion & Sediment Control	100%	LS		
			Dollars	(\$ 0)	\$ 0
3.	Unclassified Excavation (Incl. Entrance drive & West Ditch)	10,745	CY		
			Dollars	(\$ 0)	\$ 0
4.	Compacted Embankment (Incl. Entrance & Access drives)	2,845	CY		
			Dollars	(\$ 0)	\$ 0
5.	Geo-Tech Fabric/Geo-Grid System (Incl. Entrance & Access drives)	20,800	SY		
			Dollars	(\$ 0)	\$ 0
6.	Compacted Sub-ballast (Incl. Entrance & Access drives)	7,310	CY		
			Dollars	(\$ 0)	\$ 0
7.	Drainage Structures				
	a.) 15" CMP Pipe w/ Rip-Rap End Protection	35	LF		
			Dollars	(\$ 0)	\$ 0
	b.) 18" CMP Pipe w/ Rip-Rap End Protection	167	LF		
			Dollars	(\$ 0)	\$ 0
	a.) 24" CMP Pipe (Extend Ex.) w/ Rip-Rap End Protection	28	LF		
			Dollars	(\$ 0)	\$ 0

8. Project Signs 100% LS
Dollars (\$ 0)\$ 0

9. Payment & Performance Bond 100% LS
Dollars (\$ 0)\$ 0

SECTION I SUB-GRADE WORK (Nestle Rd. Area) SUBTOTAL \$ 0

* * * * *

INDUSTRIAL PARK RAIL EXPANSION (Nestle Rd. Area) – 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.	115# No.1 Relay (min.) Rail, Ties, Ballast & Incidentals	4,402	LF		
			Dollars	(\$ <u>121.11</u>)	\$ <u>533,126.22</u> ✓
2.	Remove, Salvage Ex. Rail, Ties, etc. Industrial Lead Mainline	250	LF		
			Dollars	(\$ <u>30.15</u>)	\$ <u>7,537.50</u> ✓
3.	Regrade Ex. Industrial Lead Rail, Ties, Ballast & Inc. complete	448	LF		
			Dollars	(\$ <u>13.98</u>)	\$ <u>6,263.04</u> ✓
4.	Turnouts				
	a.) #11 Mainline T.O. (136#, HT) Rails, Ties, Ballasts & Inc complete	2	Ea.		
			Dollars	(\$ <u>65,649.98</u>)	\$ <u>131,299.96</u> ✓
	b.) #9 Industrial Grade (115#, HT) Rails, Ties, Ballasts & Inc complete	2	Ea.		
			Dollars	(\$ <u>49,533.24</u>)	\$ <u>99,066.48</u> ✓
5.	Single Switch Point Derail Complete (BNSF Specs)	2	Ea.		
			Dollars	(\$ <u>12,867.21</u>)	\$ <u>25,734.42</u> ✓
6.	EOT Device (2 Track Earthen bumper)	1	Ea.		
			Dollars	(\$ <u>440.69</u>)	\$ <u>440.69</u> ✓
7.	Payment & Performance Bond	100%	LS		
			Dollars	(\$ <u>7,500.00</u>)	\$ <u>7,500.00</u> ✓

SECTION II TRACK CONSTRUCTION (Nestle Rd. Area) SUBTOTAL \$ 810,968.31 ✓

* * * * *

TOTAL: SECTION I (Post Foods & Nestle Rd Areas) \$ 694,362.44

TOTAL: SECTION II (Post Foods & Nestle Rd. Areas) \$ 810,968.31

1,505,330.75

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

A. RAIL
Supplier's Name: Omaha Track

B. BALLAST
Supplier's Name: Bradley Contracting

C. SWITCHES
Manufacturer's or Supplier's Name: Birmingham Rail

D. TIES
Supplier's Name: Stella Jones

10. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails will be Number One relay (min.) according to BNSF RR 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: None
Address: _____
Brief List of Work: _____
Approximate Amount of Subcontract: \$ _____

B. Name: None
Address: _____
Brief List of Work: _____
Approximate Amount of Subcontract \$ _____

C. Name: None
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 for the Section being bid on.

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 

Title President

Address 3801 North I-45

Ennis, TX 75119

Arkansas License Number 003507

IV. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, **Trac-Work, Inc.**, as PRINCIPAL, and **Fidelity and Deposit Company of Maryland**, as SURETY, are held and firmly bound unto the

City of Jonesboro, hereinafter called the OWNER in the penal sum of _____

5% of the Greatest Amount Bid

(**\$5% GAB**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated **May 6, 2021**, for the Craighead Technology Park Industrial Lead Rail Expansion Project

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this **6th** day of **May**, 20**21**, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Trac-Work, Inc.



(Principal)

By Robert M. Favors

President

(Title)

Ericka Allen

(Witness)

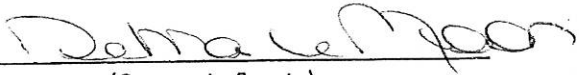
3801 N. I-45, Ennis, TX 75119

3801 N. I-45, Ennis, TX 75119

(Address)

SEAL

Fidelity and Deposit Company of Maryland



(Corporate Surety)

By _____

Debra Lee Moon, Attorney-in-Fact

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196

(Address)

NOTE: Power-of-attorney for person signing
for surety company must be attached
to bond.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Sammy Joe MULLIS, JR., Suzanne Elizabeth NIEDZWIEDZ, John William NEWBY, Joshua D. TRITT, Sandra Lee RONEY, Debra Lee MOON, Andrea Rose CRAWFORD, Troy Russell KEY, Cheri Lynn IRBY of Addison, Texas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of February, A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 19th day of February, A.D. 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of May, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Texas Important Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Buy America Requirements

49 U.S.C. 5323(j)
49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
Certification requirement for procurement of steel, iron, or manufactured products.

- *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 5-6-21
Signature [Signature]
Company Name IRAC-WORK, Inc
Title Area Manager

- *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

- *Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____
Signature _____
Company Name _____
Title _____

- *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____

Suspension and Debarment

This contract with the **City of Jonesboro** is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:


The certification in this clause is a material representation of fact relied upon by **the City of Jonesboro**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City of Jonesboro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Trac-Work, Inc.

(Name of Bidder/Proposer)

Robert Favors

(Printed Name of Bidder's Agent)



(Signature of Bidder's Agent)

President

(Printed Title of Bidder's Agent)

04/28/2021

(Date Executed)

V. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Trac-Work, Inc.
2. Permanent main office address. 3801 North I-45 Ennis, TX 75119
3. When organized. 08/22/1968
4. If a corporation, where incorporated. Texas
5. How many years have been engaged in the contracting business under your present firm or trade name? 53 years
6. Arkansas Contractor's License Number # 003507
7. DUNS # 04-462-9020
8. System of Award Management (SAM) expiration date 06/25/2021
9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See attached
10. General character of work performed by your company. Railroad track construction
11. Have you ever failed to complete any work awarded to you? No
12. Have you ever defaulted on a Contract? No.
If so, where and why?
13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No.
If so, where and why?
14. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See attached.
15. List your major equipment available for this Contract. See attached.
16. Experience in construction work similar in importance to this project.
See attached.

17. Background and experience of the principal members of your organization, including the officers.
18. Credit available: \$ 500,000.
19. Give Bank reference: Ennis State Bank.
20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES
21. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Trac-Work, Inc. this 28th
 day of April, 20 21.

Trac-Work, Inc.
 (Name of Bidder)
 By [Signature]

Title President

STATE OF Texas)
) SS.
 COUNTY OF Ellis)

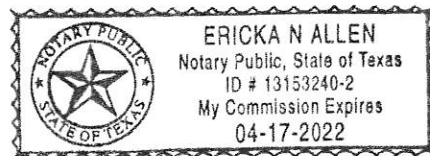
Robert Favors being duly sworn deposes and says that
 he is President of Trac-Work, Inc.
 (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 28th day of April, 20 21.

Erica N. Allen
 (Notary Public)

My Commission Expires:
4-17-2022



EQUIPMENT LIST - TRAC-WORK, INC.

6700 TAMPER - 3
900 TAMPER - 13
AIR COMPRESSOR - 11
BACKHOE - 7
BALLAST REGULATOR - 4
BOLT MACHINE - 1
FORKLIFT - 14
GENERATOR - 10
HAND TAMPER - 12
RAIL DRILL - 47
RAIL GRINDER - 6
RAIL SAW - 42
RAIL STRETCHER/PULLER - 9
SPIKE PULLER - 5
SPIKE DRIVER - 41
TIE CRANE - 1
WELDER - 11
IMPACT TOOL - 4

VI. CONTRACT

THIS AGREEMENT made this 14th day of June, 2021, by and

between Trac-Work, Inc.

(a Corporation organized and existing under the laws of the State of Texas)

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Craighead Technology Park Industrial Rail Expansion Project – Section I Subgrade Work, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum 1 dated April 9, 2021

Addendum 2 dated April 26, 2021

Addendum 3 dated April 27, 2021

as prepared by the Engineer.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal, subject to additions and deductions as provided in the Section entitled "CHANGES IN THE WORK" under the GENERAL CONDITIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within the time specified in the BID PROPOSAL FOR UNIT PRICES (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount,

liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. This Agreement (Contract)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Bid Proposal for Unit Prices
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment Bond

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

Dale A. Brewer
Assistant Controller

Trac-Work, Inc.
(Contractor)

By Ericka Allen

Title Sec./Treas.

3801 N. I-45
(Street)

Ennis, TX 75119
(City)