



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-085-2021

File Number: RES-21:084

Enactment Number: R-EN-085-2021

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH RICHARD BAUGHN CONSTRUCTION, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD RAIL EXPANSION PROJECT - SECTION I SUBGRADE WORK (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 I Subgrade Work;

WHEREAS, the low bidder and the firm selected for the project is Richard Baughn Construction, 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 Richard Baughn Construction, Inc. for the Craighead Technology Park Industrial Lead Rail Expansion project - Section I Subgrade Work

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.”

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ADDENDUM No. 3

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

April 27, 2021

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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, Richard Baughn Construction 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 31 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>
Amazon Substation Canton, MS	Civil, and Underground Utilities	2020-21	
Gardens of Sommerset- Monroe, LA	Civil and Underground Utilities	2020-21	
Arkansas Steel	Civil, Rail	2019	

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

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Clearing and Grubbing	2.25	Ac.		
	<i>Two thousand Two hundred Fifty dollars ^{00/100}</i>		Dollars	<i>(\$ 1,000)</i>	<i>\$ 2,250.00 ✓</i>
2.	Erosion & Sediment Control	100%	LS		
	<i>Thirty Five hundred dollars ^{00/100}</i>		Dollars	<i>(\$ 3.500)</i>	<i>\$ 3,500.00 ✓</i>
3.	Unclassified Excavation	1,950	CY		
	<i>Twenty-Three thousand Four hundred dollars ^{00/100}</i>		Dollars	<i>(\$ 12.00)</i>	<i>\$ 23,400.00 ✓</i>
4.	Compacted Embankment	750	CY		
	<i>Ten thousand Five hundred dollars ^{00/100}</i>		Dollars	<i>(\$ 14.00)</i>	<i>\$ 10,500.00 ✓</i>
5.	Geo-Tech Fabric/Geo-Grid System	7,125	SY		
	<i>Sixty-nine thousand Four hundred sixty eight dollars ^{75/100}</i>		Dollars	<i>(\$ 9.75)</i>	<i>\$ 69,468.75 ✓</i>
6.	Compacted Sub-ballast	2,375	CY		
	<i>One hundred eighteen thousand Seven hundred fifty dollars ^{00/100}</i>		Dollars	<i>(\$ 50)</i>	<i>\$ 118,750.00 ✓</i>
7.	Drainage Structures				
	a.) Relocate Existing (2)-12" RCP Pipes w/ Rip-Rap Protection	100%	LS		
	<i>Seven thousand nine hundred twenty dollars ^{00/100}</i>		Dollars	<i>(\$ 7,920.00)</i>	<i>\$ 7,920.00 ✓</i>
8.	Project Signs	100%	LS		
	<i>Four hundred Seventy-Five dollars ^{00/100}</i>		Dollars	<i>(\$ 475.00)</i>	<i>\$ 475.00 ✓</i>
9.	Payment & Performance Bond	100%	LS		
	<i>Five thousand Three hundred dollars ^{00/100}</i>		Dollars	<i>(\$ 5,300.00)</i>	<i>\$ 5,300.00 ✓</i>
SECTION I SUB-GRADE WORK (Post Foods Area)				SUBTOTAL \$	<i>241,563.75 ✓</i>

* * * * *

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 (\$ _____)	\$ _____
2.	Salvage/Reinstall Ex. Rail, Ties, inc. w/ 25% Tie Replacement, complete	730	LF	Dollars (\$ _____)	\$ _____
3.	Realign Ex. Rail, Ties, inc. w/ 25% Tie Replacement, complete	250	LF	Dollars (\$ _____)	\$ _____
4.	Turnouts				
	a.) #11 Mainline T.O. (136#, HT) BNSF Rails, Ties, Ballasts & Inc. complete	1	Ea.	Dollars (\$ _____)	\$ _____
	b.) #11 Industrial Grade T.O. (115#, HT) Rails, Ties, Ballasts & Incidentals)	1	Ea.	Dollars (\$ _____)	\$ _____
	c.) #9 Industrial Grade T.O. (115#, HT) Rails, Ties, Ballasts & Incidentals)	1	Ea.	Dollars (\$ _____)	\$ _____
	d.) #7 Industrial Grade T.O. (115#, HT) Rails, Ties, Ballasts & Incidentals)	2	Ea.	Dollars (\$ _____)	\$ _____
	e.) Salvage Existing #9 Ind Grade T.O. Incl. Rails, Ties, & Incidentals	2	Ea.	Dollars (\$ _____)	\$ _____
5.	Single Switch Point Derail complete (BNSF Specs)	1	Ea.	Dollars (\$ _____)	\$ _____

6. EOT Device 100% LS
(Steel Bumping Post w/ Shockfree Head)
_____ Dollars (\$ _____)\$ _____

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

8. In-plant Grade Crossing (ASPHALT) 120 LF
_____ Dollars (\$ _____)\$ _____

SECTION II TRACK CONSTRUCTION (Post Foods Area) SUBTOTAL \$ _____

* * * * *

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

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Clearing and Grubbing	6.1	Ac.		
	<i>Six thousand One hundred dollars</i> ^{00/100}		Dollars	(\$ <u>1,000</u>)	\$ <u>6,100.00</u> ✓
2.	Erosion & Sediment Control	100%	LS		
	<i>Seven thousand Five hundred</i> ^{00/100}		Dollars	(\$ <u>7,500</u>)	\$ <u>7,500.00</u> ✓
3.	Unclassified Excavation (Incl. Entrance drive & West Ditch)	10,745	CY		
	<i>Seventy-Five thousand Two hundred fifteen dollars</i> ^{00/100}		Dollars	(\$ <u>7.00</u>)	\$ <u>75,215.00</u> ✓
4.	Compacted Embankment (Incl. Entrance & Access drives)	2,845	CY		
	<i>Nineteen thousand nine hundred fifteen dollars</i> ^{00/100}		Dollars	(\$ <u>7.00</u>)	\$ <u>19,915.00</u> ✓
5.	Geo-Tech Fabric/Geo-Grid System (Incl. Entrance & Access drives)	20,800	SY		
	<i>Two hundred Two thousand eight hundred dollars</i> ^{00/100}		Dollars	(\$ <u>9.75</u>)	\$ <u>202,800.00</u> ✓
6.	Compacted Sub-ballast (Incl. Entrance & Access drives)	7,310	CY		
	<i>Three hundred Sixty-Five thousand Five hundred dollars</i> ^{00/100}		Dollars	(\$ <u>50.00</u>)	\$ <u>365,500.00</u> ✓
7.	Drainage Structures				
	a.) 15" CMP Pipe w/ Rip-Rap End Protection	35	LF		
	<i>One thousand One hundred dollars</i> ^{00/100}		Dollars	(\$ <u>32.00</u>)	\$ <u>1,120.00</u> ✓
	b.) 18" CMP Pipe w/ Rip-Rap End Protection	167	LF		
	<i>Nine thousand Five hundred Nineteen dollars</i> ^{00/100}		Dollars	(\$ <u>57.00</u>)	\$ <u>9,519.00</u> ✓
	a.) 24" CMP Pipe (Extend Ex.) w/ Rip-Rap End Protection	28	LF		
	<i>Nine hundred Fifty-two dollars</i> ^{00/100}		Dollars	(\$ <u>34.00</u>)	\$ <u>952.00</u> ✓

- | | | | | |
|----|---|------|----|---|
| 8. | Project Signs | 100% | LS | |
| | <u>Four hundred Seventy-Five Dollars ^{each} / 1120</u> | | | Dollars (\$ <u>475.00</u>)\$ <u>475.00</u> |
| 9. | Payment & Performance Bond | 100% | LS | |
| | <u>Fourteen Thousand Dollars ^{each} / 100</u> | | | Dollars (\$ <u>14,000.00</u>)\$ <u>14,000.00</u> |

SECTION I SUB-GRADE WORK (Nestle Rd. Area) SUBTOTAL \$ 703,096.⁰⁰ ✓

* * * * * * *

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 (\$ _____)	\$ _____
2.	Remove, Salvage Ex. Rail, Ties, etc. Industrial Lead Mainline	250	LF		
				Dollars (\$ _____)	\$ _____
3.	Regrade Ex. Industrial Lead Rail, Ties, Ballast & Inc. complete	448	LF		
				Dollars (\$ _____)	\$ _____
4.	Turnouts				
	a.) #11 Mainline T.O. (136#, HT) Rails, Ties, Ballasts & Inc complete	2	Ea.		
				Dollars (\$ _____)	\$ _____
	b.) #9 Industrial Grade (115#, HT) Rails, Ties, Ballasts & Inc complete	2	Ea.		
				Dollars (\$ _____)	\$ _____
5.	Single Switch Point Derail Complete (BNSF Specs)	2	Ea.		
				Dollars (\$ _____)	\$ _____
6.	EOT Device (2 Track Earthen bumper)	1	Ea.		
				Dollars (\$ _____)	\$ _____
7.	Payment & Performance Bond	100%	LS		
				Dollars (\$ _____)	\$ _____

SECTION II TRACK CONSTRUCTION (Nestle Rd. Area) SUBTOTAL \$ _____

* * * * *

TOTAL: SECTION I (Post Foods & Nestle Rd Areas) \$ 944,659.⁷⁵ ✓

TOTAL: SECTION II (Post Foods & Nestle Rd. Areas) \$ _____

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 (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: N/A
Address: _____
Brief List of Work: _____
Approximate Amount of Subcontract: \$ _____

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

C. Name: N/A
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



By Richard Baughn

Title President

Address 5274 Hwy 226

Jonesboro, Ar 72404

Arkansas License Number 0016680422

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:*(Name, legal status and address)*

Richard Baughn Construction, Inc.
5274 Arkansas 226
Jonesboro, AR 72404

SURETY:*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

OWNER:*(Name, legal status and address)*

City of Jonesboro
300 South Church Street, Jonesboro, AR 72401

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----**PROJECT:***(Name, location or address, and Project number, if any)*

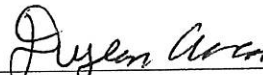
Craighead Technology Park Industrial Lead Rail Expansion Project Bid # 2021-21

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2021



(Witness)

Richard Baughn Construction, Inc.

(Principal)

(Seal)




(Title)

President

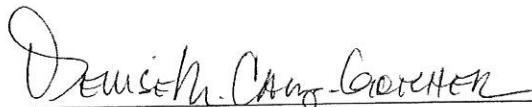
Travelers Casualty and Surety Company of America

(Surety)

(Seal)



Ashley Sartin, Attorney-in-Fact



(Witness)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Sartin** of **Jonesboro Arkansas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **May**, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

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 05-06-2021

Signature _____

Company Name Richard Baughn Construction Inc.

Title President

- *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 05-06-2021

Signature _____

Company Name _____

Richard Baughn Construction Inc.

Title President

- *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.

Richard Baughn Construction Inc.

(Name of Bidder/Proposer)

Richard Baughn

(Printed Name of Bidder's Agent)



(Signature of Bidder's Agent)

President

(Printed Title of Bidder's Agent)

5-6-2021

(Date Executed)

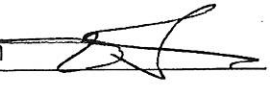
V. STATEMENT OF BIDDER'S QUALIFICATIONS

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.
See Attached
2. Permanent main office address.
See Attached
3. When organized.
See Attached
4. If a corporation, where incorporated.
See Attached
5. How many years have been engaged in the contracting business under your present firm or trade name?
See Attached
6. Arkansas Contractor's License Number # 0016680422 **See Attached**
7. DUNS # See Attached
8. System of Award Management (SAM) expiration date See Attached
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.
See Attached
11. Have you ever failed to complete any work awarded to you?
See Attached
12. Have you ever defaulted on a Contract?
See Attached
If so, where and why?
See Attached
13. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
See Attached
If so, where and why?
See Attached
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.
See Attached
18. Credit available: \$ See Attached.
19. Give Bank reference: See Attached.
20. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
See Attached
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 8:00 AM this 6th
day of May, 20 21.

Richard Baughn Construction Inc.
(Name of Bidder)
By Richard Baughn 
Title President

STATE OF Arkansas)
) SS.
COUNTY OF Craighead)

Richard Baughn being duly sworn deposes and says that
he is President of Richard Baughn Construction 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 6th day of May, 2021.


(Notary Public)

My Commission Expires:
11-16-2028

JAKE WESLEY FRENCH
NOTARY PUBLIC-STATE OF ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES 11-16-2028
COMMISSION # 12707069

Richard Baughn Construction, Inc.

5274 Hwy 226 Spur.
JONESBORO, AR 72404

Phone 870-910-5176

Fax 870-910-5510

Email richard@richardbaughn.com

Statement of Bidder's Qualifications

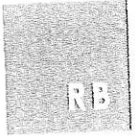
1. Richard Baughn Construction Inc.
2. 5274 Hwy 226 Jonesboro, Arkansas 72404
3. August 1, 1990
4. September 13th, 1990
5. 31 years
6. 0016680422
7. 62-644-6272
8. March 12, 2022
9. N/A
10. Civil, Highway, Airport, Rail, Underground Utilities, and Deep Foundations
11. No
12. No
13. No
14. Amazon Substation- \$2.4 M, Gardens of Sommerset Retirement Community- \$2.5 M,
Delta Medical for Harco Constructors- \$1 M
15. Please See Attached Equipment List
16. Mcrory Rail Spur, Jackson Co. Rail, Marked Tree Rail Spur, Eastmen Kodak,
Arkansas Steel Spur
17. (See Attached) Richard Baughn- President, Jordan Baughn- Vice President
18. In excess of \$10 M
19. Southern Bank, Contact- Trey Linsman, Email- TLinsman@bankwithsouthern.com
20. Yes

EQUIPMENT LIST

	<i>Dozers</i>	Model
1	CATERPILLAR	D6K LGPA
2	CATERPILLAR	D6K LGPA
3	CATERPILLAR	D6R II XL
4	CATERPILLAR	D6K LGPA
5	CATERPILLAR	D6N XLA
6	CATERPILLAR	D6NH LGP
7	CATERPILLAR	D6NH LGP
8	CATERPILLAR	D6T LGP
9	CATERPILLAR	D6NLGP AG
10	CATERPILLAR	D6NR
11	CATERPILLAR	D6N LGP Crawler
	<i>Compaction</i>	Model
1	CATERPILLAR SMOOTH	CS-563
2	SAKIA PADFOOT	SV-70T
3	WACKER PADFOOT	RT82-SC
4	HAMM PADFOOT	3412P
5	SAKIA SMOOTH	SV510D
6	SAKIA SMOOTH	SV505D-1
7	SAKIA SMOOTH	sw 330-1
8	SAKIA SMOOTH	sw 330-1
9	SAKIA PADFOOT	SV-510T III
10	SAKIA PADFOOT	SV-540T
11	WACKER PADFOOT	RT82-SC
12	SAKIA SMOOTH	sw 330-1
13	SAKIA SMOOTH	SV540D
14	SAKIA SMOOTH	SW 504
	<i>Loaders</i>	Model
1	CAT 928G	928G
2	544 H JD LOADER / FORKS	544H
3	CAT 262B SKID STEER	262B
4	CAT 259D	259D
5	CAT 259D	259D
6	CAT 950K	950K
7	CAT 938H	938H
8	CAT 938K	938K
9	CAT 299HD AH	299HD AH
10	CAT 299HD AH	299HD AH
11	CAT 966	966C

12	299 DX A	299 DX A
13	299 DX A	299D AH
14	299 DX A	299D3
15	JD 333G	333G
16	JD 333G	333G
	<i>Excavators</i>	Model
1	CATERPILLAR	322CL
2	CATERPILLAR	312DL9
3	CATERPILLAR	345CL
4	LINKBELT	250x4
5	CATERPILLAR	336F
6	CATERPILLAR	308
7	CATERPILLAR	325FCR
8	CATERPILLAR	349 EL
9	CATERPILLAR	345B II
10	CATERPILLAR	308
11	CATERPILLAR	308
12	LINKBELT	250x4
	<i>Dump</i>	Model
1	2012 CAT 730	730
2	2010 740 T	740T
3	2011 740 B	740B
4	IHI IC 100 RUBBER TRACK TRUCK	IC 100
5	MOROOKA MST 2200VD	MST 2200VD
	<i>Type</i>	<i>Model</i>
	<i>Motorpatrol</i>	
1	CATERPILLER	12G
2	CATERPILLAR	12H
	<i>Stabilization</i>	Model
1	BROS MIXER	LSPRM8A
2	CATERPILLAR	RM 250C
3	CATERPILLAR	RM300
4	BROS MIXER	LSPRM 8
5	PORTABLE LIMESLAKE TANK	
	<i>Fork Lift</i>	Model
1	GRADALL (1994)	534B9
2	GRADALL (2003)	534D9-45
6	CATERPILLAR	320EL
	<i>Sweepers</i>	Model

1	Broce	RCT-350
2	Broce	RCT-350
	<i>Water</i>	Model
1	1991 BMY w/Winch/Tank #1	M92
2	1992 BMY #2	M92
3	1991 BMY #3	M925A2
4	1990 BMY #4	M925A2
5	3916 Army Truck	1988
	<i>Tractors</i>	Model
1	8330 JOHN DEERE	8330
2	4840 JOHN DEERE FARM TRACTOR	
3	JD 6115 &	6115
	LOADER	
4	4850 JOHN DEERE FARM TRACTOR	
5	2015 JD 7200 R	7200R
	<i>Clearing</i>	Model
1	299 DXHP LAND MANAGEMENT TOOL	299DX ALM
2	LINKBELT with Fecon	330 LX
2-1	FECON GEO BOY LGP FORESTRY MULCHER	GEOBOY
2-1	FECON on Linkbelt 330 LX	BH080EXC2-FS-51VDB-OLPK10
	<i>Foundation</i>	Model
1	DH-40-50 LODRIL Mounted On A Volvo EC300EL	EC300EL/DH40-50
2	TR-40 Mounted on PC 170	PC 170 LC-11/429025
2	TR-110 Mounted on A Volvo EC 380	Volvo EC 380/TR 110
	<i>Pull Type Attachments</i>	Model
1	Rome Disk	
2	AMCO J42 3626	J42
3	STOLZFUS 8 TON OPEN TOP	550T8010X
4	STOLZFUS 8 TON OPEN TOP	TV2WH10HX
5	3715 BUSHHOG 15' HD CUTTER	
6	KLEIN PORTA-TOWER	KPT-120
7	ALLEN MANUFACTURING BLADE	14'
8	ALLEN MANUFACTURING BLADE	10'
	<i>Lifting</i>	Model
1	MANTIS 77 TON-RATED HYD CRAWLER CRANE	15010



RICHARD BAUGHN

richard@richardbaughn.com
5274 Hwy 226,
Jonesboro, AR 72404

KILLS, LOCATION AND EXPERIENCE

In 1990 Richard Baughn incorporated Richard Baughn Construction, moving out on his own from his family's business Baughn Construction. His experience with construction goes all the way back to 1933 where his granddad Bill Baughn began in this line of work. In 1955 Bill Baughn, Richards Dad and Uncle started a paving and bridge building company where they started working for Smaller Towns and the Arkansas Highway Department.

- Worked for the family business from childhood until 1990.
- Richard Baughn Construction 1990 to Present.
- Tuckerman High School Graduate 1979
- Arkansas State University 1980-1984 Bachelor of Science in Engineering
- Osha 30, Trench Safety, AED and First Aid
- Management of 40 Plus Employees
- Managed more than 1000 Projects in Highway, Railroad, Airport, Storm Assistance, Substation Construction and Underground Utilities.

RESUME

JORDAN BAUGHN

6302 JACKSON ROAD 66

TUCKERMAN, AR 72473

CELL 870-926-1708

EMAIL jordan@richardbaughn.com

EDUCATION – TRAINING

SWIFTON HIGH SCHOOL COLLEGE PREP SWIFTON, AR

ARKANSAS STATE UNIVERSITY – ACCOUNTING DEGREE

OSHA 30 – FORTIER LOSS CONTROL CONSULTANTS

FIRST AID, CPR, & AED TRAINING - AMERICAN HEART ASSOCIATION

COMPETENT PERSON TRAINING - TRENCH SAFETY

FORKLIFT OPERATION SAFETY TRAINING - RICHARD BAUGHN CONSTRUCTION

POWER SAFE TRAINING MODULES ENTERGY - ALLIANCE SAFETY

CATERPILLER EQUIPMENT TRAINING - RICHARD BAUGHN CONSTRUCTION

CIP 14 TRAINING (ENTERGY NERC)

WORK HISTORY

RICHARD BAUGHN CONSTRUCTION – SPOTTER/ LABOR, HEAVEY EQUIPMENT OPERATOR THEN AS JOB SUPERINTENDENT. (2007 - PRESENT)

I acknowledge that I have received the internet link and/or hard copy of BNSF's "Guidelines for Industry Track Projects" dated August 2018. I understand that the design and construction of this facility will follow the Guidelines. Questions concerning the Guidelines are to be directed to the BNSF Project Engineer listed below.

<http://www.bnsf.com/customers/pdf/indytrkstds.pdf> <<Industrial Track Guidelines

<http://www.bnsf.com/communities/faqs/pdf/utility.pdf> << Utility Specs

Owner Representative



Signature

5-6-2021
Date

Richard Baughn
Printed

Richard Baughn Construction Inc.
Company Name

BNSF Project Engineer

VI. CONTRACT

THIS AGREEMENT made this 7th day of June, 2021, by and
between Richard Baughn Construction, Inc.

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

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:

Dylan Auer
Dylan Auer

Richard Baughw Construction, Inc.
(Contractor)

By [Signature]

Title President

5574 Hwy 226
(Street)

Jewsboro
(City)