

City of Jonesboro
Invitation to Bid - Not an Order
 P.O. Box 1845
 300 South Church St. Rm 421 (72401)

Purchasing Office

Bid No. 2015:17

Jonesboro, Arkansas 72403

Date February 26, 2015

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until **2:00pm Wed, Mar 25, 2015** and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on _____.

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

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

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	Bid price (invoice) on 1020 Aggie Road (Site 1) _____	1	EA	\$108,400.00	\$108,400.00
2.	Bid price (invoice) on 1229 Aggie Road (Site 2) _____	1	EA	\$29,034.00	\$29,034.00
TOTAL of lines 1 & 2 _____					\$137,434.00

Estimated time of removal after order is given: 50 days ^{100 per Addendum} ~~30 days max~~

Name, Address, Phone No of disposal site: Debris to Craighead County Regional 238 County Rd 476 Jonesboro, AR 870-972-6853

Bid prices shall include labor, materials, and equipment necessary to perform work as specified and shall further include all licenses, fees, permits, royalties, and all taxes. Bid price shall represent full compensation for completion of the work, including any and all disposal fees.

A Mandatory pre-bid meeting on site will be at 10:00am, Wednesday, March 18, 2015.
 There are 4 (four) pages to this bid. All pages must be returned as a complete bid.

Bid Bond: A bid bond or Certified Check in the amount of 3% of the total bid price required of all bidders at time of bid opening or bid will be rejected. Personal & company checks are not acceptable.
 A Performance Bond only (no checks of any kind allowed) in the amount of 100% of total bid price will be required of successful bidder prior to providing goods/services.

The City of Jonesboro reserves the right to accept or reject any and or all or any part of any bids received.
 Bid number (2015:17) must be annotated on the outside of the bidder's envelope.
 Bid must be signed or bid will be rejected.

Email Address: goalsbyinc@sbcglobal.net
 Fax Number: 870-763-0244
 Any addendums to this bid will be posted on the purchasing web site no later than 1 (one) week before bid opening. www.jonesboro.org -> doing business

Bid opening will be in Engineering Conference Room 3rd floor if bidder is attending.
Addendum # 1 Received & Attached

Cash Disburse: N/A Days: N/A

Execution of Bid

Date 3-25-15

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

Arkansas Use Tax Register No. 00057134-515 Phone # (870) 763-9086

Bidder Goalsby Inc. Address 3002 West Main St.

By Susan Whiffen, Treasurer City Slytheville, AR 72315
 (Person Authorized to Sign Bids) (Title)

Unsigned Bids Will Be Rejected

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

CITY OF JONESBORO, ARKANSAS

CONDITIONS OF BIDDING

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

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
 - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
 - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
 - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. §§51-632.8851-.865 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

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

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

Click on Purchasing at www.jonesboro.org for any additional information.

A Notice to Proceed for this work will be issued upon completion of asbestos abatement. The successful bidder will be required to submit Notice of Intent (NOI) to ADEQ within 3 days after receipt of the Notice to Proceed and to complete all work within forty-five (45) days from the starting date of the NOI. A copy of the NOI must be forwarded to the City of Jonesboro for the project file.

Bid price shall include all insurance, disposal fees, taxes, permits, ADEQ notifications, license, labor, equipment, and material necessary to complete the work.

Contractor shall comply with all state, local, and federal laws associated with this work. The structure must be completely removed, including slabs, footings, foundations, private walkways, decks, basements, posts, poles, fences on the sites along with all debris. Determination of the extent of work necessary for complete removal of the structures is strictly the responsibility of the bidder. Basements (pits, storm shelters, pools) (if applicable) will be removed, backfilled with suitable material and left level with the surrounding area. Water wells (if applicable) shall have equipment removed and casing securely covered for safety. Septic tanks (if applicable), in or out of right of way, shall be pumped empty, removed, and void backfilled with suitable material and left level with the surrounding area. Contractor will leave all public sidewalks next to the curb for public safety.

It is understood that all combustible materials, construction material and all other rubbish, including shrubbery and trees which are cut or uprooted to facilitate operations, will be cleared from the premises by the contractor and the premises will be left in a generally level, safe, and sanitary condition, a condition in which it can be mowed and maintained safely. The contractor shall endeavor to avoid unnecessary damage or destruction of trees, shrubs, and plants on the premises.

NOTE: CONTRACTOR MUST FILE TEN (10) DAY NOTICE WITH ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ); HOWEVER, BIDS SHOULD INCLUDE REGISTRATION FEE ON EACH PROJECT. Dumping of demolition waste materials shall be at a landfill permitted by the Arkansas Department of Environmental Quality (ADEQ) or at an un-permitted site approved by ADEQ. Contractor must call ONE CALL for location of other utilities at this job site.

In the event that utility service lines, meters, etc., are disconnected, destroyed or otherwise impaired in any way by reason of performance of this operation by the contractor, the contractor shall, at his own expense, be responsible for all replacement utility service in lieu of those affected. Contractor must call ONE CALL for location of other utilities at this job site.

For demolition, State law requires a contractor's license for jobs over \$20,000.00. Changes in the scope of the work must have prior approval by the City in order to be eligible for payment.

Note 1: Read "Demolition" below for extent of Demolition Bid.

Note 2: This document is to be returned with bid and becomes part of the Bid.

DEMOLITION: For bidding purposes, demolition includes removal of any and all improvements on the property. All structures must be completely removed, including slabs, footings, foundations, basements, posts, poles, decks, interior fences, and all debris. Leave site in a safe and level condition.

Disclaimer:

Lead-based paint and mold have been identified in association with the buildings on these sites. Copies of the test reports are available upon request. The contractor shall be solely responsible for site safety and for the use of applicable Personal Protective Equipment (PPE) at the site during the progression of this work.

ADDENDUM NO. 1
ASBESTOS ABATEMENT – WOLVERINE BUILDINGS (2015:16)
DEMOLITION – WOLVERINE BUILDINGS (2015:17)
MARCH 20, 2015

SUBJECT: Plans and Specification Clarification

- Item 1:** The Contract Period for Asbestos Abatement (2015:16) and Demolition (2015:17) shall be sixty (60) calendar days from the starting date of their respective Notice-of-Intent (NOI).
- Item 2:** Liquidated damages shall be *Two Hundred and Fifty Dollars (\$250) per day*.
- Item 3:** The Demolition Contractor must obtain a demolition permit from the City of Jonesboro before starting to work. There is no cost for the permit for this project.
- Item 4:** No lighting ballasts at the facility are known to contain PCBs; however, they should be visually screened by the Demolition Contractor prior to disposal. Note that the dismantled fixtures and all PCB-free ballasts may be recycled locally at Tenenbaum Recycling Group (TRG). Any lighting ballast not clearly marked as PCBs free shall be brought to the attention of the City Project Manager so that an alternate disposal plan can be developed. Any disposal costs for ballasts that contain or that are suspected to contain PCBs shall be at the City's expense separate from the demolition contract.
- Item 5:** The Demolition Contractor shall assist the Asbestos Abatement Contractor with the removal of a section of collapsed roof from 1229 Aggie so that the ACM roofing may be properly abated.
- Item 6:** Due to the close proximity of improvements on the abutting property, the concrete stem wall and foundation along the east side of the structure at 1229 Aggie may be left in-place by the Demolition Contractor. It is, however, to be removed to the extent practicable and properly backfilled.
- Item 7:** The Demolition Contractor is to provide and maintain appropriate onsite storm water management and storm drain inlet protection during the course of the work.
- Item 8:** The Demolition Contractor is to remove all asphalt and concrete drives and parking areas as part of the work. The railroad track north and east of building at 1020 Aggie is not on the City's property; and is to remain.
- Item 9:** Both the Asbestos Abatement and Demolition Contractor shall be responsible for securing their respective work areas during the progression on the project.
- Item 10:** Any temporary power or water needs should be coordinated with Jonesboro City Water and Light (870-930-3300).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McDaniel-Whitley, Inc. P.O. Box 382007 Memphis TN 38183-2007	CONTACT NAME: Ashley Humelsine
	PHONE (901) 981-6464 FAX (901) 981-6467 E-MAIL ADDRESS: ahumelsine@modanielwhitley.com
INSURED Goolaby, Inc. 3002 West Main Street Blytheville AR 72315	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Berkley Assurance Company
	INSURER B: Ohio Security Insurance Company 24082
	INSURER C: Bridgefield Casualty Insurance 10335
	INSURER D: National Union Fire
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3C04184	4/5/2014	4/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8AS55101258	4/10/2014	4/10/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$		8E015127046	4/5/2014	4/5/2015	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 19614293	4/5/2014	4/5/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M McDaniel/HUMEA <i>Michael A. McDaniel</i>



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Goolsby, Inc.**, 3002 W. Main Street, Blytheville, AR 72315

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

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, 300 South Church Street, Jonesboro, AR 72403**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Demolition of Two (2) Structures – 1020 Aggle Road and 1229 Aggle Road, Jonesboro, AR.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **25th** day of **March**, 2015.

Kary Poplin
(Witness)

Goolsby, Inc. { *Susan Whiffen* (Principal) (Seal)
Treasurer (Title)

SureTec Insurance Company { _____ (Surety) (Seal)
Michael A. McDaniel (Title)

Jan Melton
(Witness)
Jan Melton

Michael A. McDaniel, Attorney-in-fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/16 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be It Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 26th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

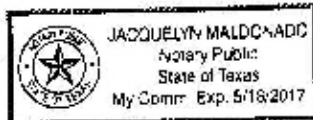
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 25 day of March, 2015, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.