

MISC. ORDER NO. 2023-29

IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS

IN THE MATTER OF AWARDDING BIDS FOR
ASPHALT PRESERVATION, CHIP SEALING AND
SCRUB SEALING OF VARIOUS COUNTY ROADS

ORDER

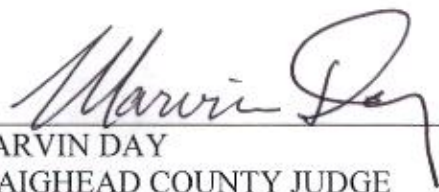
FILED
APR 17 2023
COUNTY & PROBATE COURT CLERK

COMES BEFORE THE COUNTY COURT OF CRAIGHEAD COUNTY ARKANSAS THE
MATTER OF AWARDDING BIDS FOR ASPHALT PRESESRVATION, CHIP SEALING AND
SCRUB SEALING OF SECTIONS OF VARIOUS COUNTY ROADS.

BIDS WERE ADVERTISED AND PUBLICLY OPENED IN ACCORDANCE WITH
ARKANSAS CODE 14-22-101 THROUGH 14-22-115 CONCERNING PUBLIC BIDDING.

IT IS THEREFORE CONSIDERED, ORDERED AND ADJUDGED THAT THE LOW AND
BEST BID FOR CRAIGHEAD COUNTY AND HAVING THE SPECIFIED COMPLETION
TIME FRAME, AT A COST OF \$231,218.65, BE AWARDED TO PAVEMENT
RESTORATIONS, INC, 10162 STINSON ST., MILAN, TN 38358.

DATED THIS 17th DAY OF APRIL 2023.

APPROVED: 
MARVIN DAY
CRAIGHEAD COUNTY JUDGE

AA13
529

VENDOR'S COPY

FROM:

Craighead County Purchasing Department
c/o County Judge's Office
511 Union, Room 119
Jonesboro, AR 72401
Phone 870-933-4500
Fax 870-933-4504

PURCHASE ORDER

CRAIGHEAD COUNTY
ARKANSASSHOW THIS NO. ON ALL INVOICES,
DELIVERY SLIPS, CASES, BOXES, ETCPURCHASE
ORDER

55921

TO: Pavement Restoration, Inc
10162 Stinson St.
Milan, TN 38358

DATE 4-17-23

Req. by: Judge Day

Req. No.:

Bid No.: 2023-10

Charge to
Account No.: 2000

Please furnish the following to Craighead County
and be governed by the instructions hereon.

ITEM	QUANTITY	BRAND, CATALOG NO. AND DESCRIPTION	UNIT PRICE	TOTAL
		Chip Sealing + Scrub Sealing various roads in Craighead County with estimated tons of chips + gallons of sealer as outlined on Tabulation Sheet		
		Estimated Cost for Road		
		CR 360 \$39,499.25		
		CR 752 \$22,564.43		
		CR 712 \$49,422.92		
		CR 620 \$47,126.28		
		CR 846 \$47,605.77		
		Traffic Control \$15,000.00		
		Mobilization \$10,000.00		
		Total \$231,218.65		

TOTAL ►

SHIP TO:

Craighead County Road Bldg.
2800 Moore Rd
Jonesboro, AR 72404

DEL. PROMISED:

DEL. REQUIRED:

TERMS:

F.O.B.: DESTINATION

PRICING:

I certify that all the above articles or services have been received
in good order except as noted.

Dated _____ 20 _____

Signed _____

CRAIGHEAD COUNTY

By _____

Purchasing Agent

Bid Tabulation Sheet

Bid 2023-10 Asphalt Preservation, Chip Sealing and Scrub Sealing

Job number of County Roads to be sealed (chip & scrub)

Pavement Restorations, Inc

Salt Creek Paving, Inc

Sugg Construction, Inc

10162 Stinson St.

1525 MaryKay

PO Box 17164

Milan, TN 38358

Benton, AR 72018

Jonesboro, AR 72403

Josh Coley

Rick Christian

Burt Sugg

731-225-8943

joshcoley@gotpotholes.net

saltcreekpaving@gmail.com

burt@suggconstruction.com

County Road	Estimated Sq Yards	Est miles	Item	Quantity	Units	Unit price	Extension	Unit price	Extension	Unit price	Extension
Job 1	CR 360	15,180	1.18	Mineral Aggregate(Class 2)(25 lbs/sy CRS-2P .35gal/sy)	189.8 5313.0	Tons Gallons	\$ 55.83 \$ 5.44	\$ 10,596.53 \$ 28,902.72	\$ 80.00 \$ 5.30	\$ 15,184.00 \$ 28,158.90	\$ - \$ -
						Total	\$ 39,499.25		\$ 43,342.90		\$ -
Job 2	CR 752	8,489	0.72	Mineral Aggregate(Class 2)(25 lbs/sy CRS-2P .35gal/sy)	106.1 2971.2	Tons Gallons	\$ 54.17 \$ 5.66	\$ 5,747.44 \$ 16,816.99	\$ 80.00 \$ 5.30	\$ 8,488.00 \$ 15,747.36	\$ - \$ -
						Total	\$ 22,564.43		\$ 24,235.36		\$ -
Job 3	CR 712	19,397	1.50	Mineral Aggregate(Class 2)(25 lbs/sy CRS-2P .35gal/sy)	242.5 6788.9	Tons Gallons	\$ 54.87 \$ 5.32	\$ 13,305.98 \$ 36,116.95	\$ 80.00 \$ 5.30	\$ 19,400.00 \$ 35,981.17	\$ - \$ -
						Total	\$ 49,422.92		\$ 55,381.17		\$ -
Job 4	CR 620	14,747.3	1.14	Mineral Aggregate(Class 2)(25 lbs/sy CMS-1PC .3gal/sy Fog Seal Type 2 (.1gal/sy)	184.3 4424.2 1475.0	Tons Gallons Gallons	\$ 56.29 \$ 6.21 \$ 6.29	\$ 10,374.25 \$ 27,474.28 \$ 9,277.75	\$ 105.00 \$ 6.50 \$ 7.00	\$ 19,351.50 \$ 28,757.30 \$ 10,325.00	\$ - \$ - \$ -
						Total	\$ 47,126.28		\$ 58,433.80		\$ -
Job 5	CR 846	14,764	1.14	Mineral Aggregate(Class 2)(25 lbs/sy CMS-1PC .3gal/sy Fog Seal Type 2 (.1gal/sy)	184.6 4429.2 1476.4	Tons Gallons Gallons	\$ 58.82 \$ 6.20 \$ 6.29	\$ 10,858.17 \$ 27,461.04 \$ 9,286.56	\$ 105.00 \$ 6.50 \$ 7.00	\$ 19,383.00 \$ 28,789.80 \$ 10,334.80	\$ - \$ - \$ -
						Total	\$ 47,605.77		\$ 58,507.60		\$ -
	Traffic Control/Temporary Signage		Follow MJTCD Regulations				\$ 15,000.00		\$ 18,000.00		\$ -
	Mobilization Cost(not to exceed 5%)						\$ 10,000.00		\$ 12,500.00		\$ -
						Total Bid	\$ 231,218.65		\$ 270,400.83		\$ -

Craighead County has reviewed all bids received in detail and weighed all options as to the best benefit for Craighead County and has determined that the bid received meets all bid specifications in regards to the chip sealing and scrub sealing of asphalt county roads and meets all ARDOT specifications regarding asphalt repair and restoration. With all things considered and evaluated, it is determined that the best value for Craighead County is offered by Pavement Restoration, Inc, 10162 Stinson St. Milan, TN 38358, as outlined above.

ADDENDUM 1

This addendum will become a part of this bid.

Reference: Bid 2023-10 Chip sealing and scrub sealing various county roads

Bid opening for this bid package will be delayed for one week, with new bid opening to be at 2:00 pm local time on April 13,2023 in the Craighead County Judge's Office.

Original bid date was April 6,2023

Craighead County has learned that chip pricing has become an issue and this additional time will give vendors more time to finalize their bid.

**CRAIGHEAD COUNTY
INVITATION TO BID-Not an Order**

Craighead County Judge's Office
511 Union St. Suite 119
Jonesboro, Arkansas 72401

PURCHASING OFFICE

BID NO. 2023-10

DATE March 22, 2023

Sealed bids, subject to the conditions on the attached hereof, and as may be attached hereto, will be received at this office until 2:00 PM April 6, 2023 and then publicly opened, for furnishing the supplies, materials, and/or services as described below.

Bids will be opened April 6, 2023

2:00 P.M. Local Time

FOB Craighead County, Arkansas

BY: Al Haines

Purchasing Director

Item #	DESCRIPTION
1	The intent of the attached specifications is to describe asphalt chip sealing, scrub sealing, traffic control, and type of materials to use for preserving various County Roads in Craighead County.
2	The successful bidder will furnish Craighead County a signed copy of all delivery receipts for each road or job, and will invoice the County for each job individually.
3	Does bidder meet all specifications? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please attach sheets explaining differences.
4	Successful bidder shall maintain bid price throughout the 2023 asphalt seal season.
5	Bidder should specify approximate start date if awarded bid. Days <u>June 1, 2023</u>
6	Bidder shall quote price per gallon of asphalt sealer and mineral aggregate laid on roads and each job should be bid separately and should include traffic control and mobilization.
7	Bid must be signed by an authorized representative or bid will be rejected.
8	Bidder should return all pages of this bid package.
9	Bid # 2023-10 must be noted on the outside of bidders envelope.
10	Total cost per job should be shown on Bid Sheet Form

EXECUTION OF BID

Date 4/13/2023

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

Arkansas use Tax Register No. 20-5294041 AR Lic # 0347880523 AR ID # 41520
Bidder Payment Restorations, Inc. Address 10162 Stinson Street
By John Coley City Milan, TN
(Person Authorized to Sign Bids) Title

UNSIGNED BIDS WILL BE REJECTED

BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS, SEE REVERSE SIDE OR ATTACHMENTS FOR INSTRUCTIONS AND CONDITIONS.

**CRAIGHEAD COUNTY
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 Tax-Is to be shown in the bid price, but is to be listed as separate line item.
The County is not exempt from Arkansas State Sales Tax. Contractors are to include all costs into the bid price, including applicable taxes.
- 3 Freight and other delivery charges-to destination at designated County job site in the County 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 County 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 County 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 discretion of the County.
- 7 Clean up-Complete cleanup and proper disposal of any and all job related items is considered to be a part of any contract let by Craighead County.
- 8 Ambiguity in bid-Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the County
- 9 Construction
A. When requested, the Contractor is to supply the County with evidence of having and maintaining proper and 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 Contractor. In no way will the County be responsible in case of accident.
B. A Performance Bond equaling the total amount of any bid exceeding \$50,000 must be provided for erection of any public building, public structure, or public improvement.(Pursuant to Arkansas Code 18-44-503.)
- 10 The County reserves the right to reject any and all bids, accept in whole or in part, to waive 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 bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the County may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.

INSTRUCTIONS TO BIDDERS

(Please read carefully)

- 1 Submit bid on bid form attached.
- 2 Address all bids to: Purchasing Director, Craighead County Judge's Office, 511 Union St.; Suite 119, Jonesboro, Arkansas 72401 and make certain to indicate identifying bid number on the outside of bid envelope.
- 3 DO NOT include Federal Excise Tax in bid. County will furnish exemption certificate.
- 4 Bids received after stated time will not be considered.
- 5 Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
- 6 Guarantees and warranties should be attached as a part of the bid, as they may be a consideration in awarding contract.
- 7 Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
- 8 Additional information may be obtained from the Purchasing Department.
- 9 Bid Bond of 5% is required with this bid.
- 10 **Point of contact will be Marvin Day at 243-6453**

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

SPECIFICATIONS									
1	Scope: As part of the ongoing asphalt preservation on various county roads, We are requesting bids for sealing various county roads according to the attached specifications.								
	The work will be done in accordance with the current ARDOT specifications for sealing asphalt roads.								
2	Each job listed below must be bid separately.								
3	See attached specifications indicating road numbers, locations, and job numbers for sealing, traffic control, and fog sealing various roads in Craighead County.								
4	Craighead County stipulates that the successful bidder will do other sealing jobs at the bid price should other monies become available to Craighead County.								
5	Craighead County reserves the right to accept, reject, in whole or in part, to waive informalities in bids received, or accept bids with variations.								
6	Traffic control shall be responsibility of contractor. Any damages to property, vehicles, persons, or any other incidents or accidents shall be the liability of the contractor.								
7	Mobilization costs should be listed as a separate item.								
8	All applications of product of sealing, traffic control, and related jobs in this bid package shall be according to attached specifications.								
9	Signage shall be placed at all road intersections according to the Manual on Uniform Traffic Control Devices.								
10	Job must be completed according to ARDOT Specification.								
11	Liquidated damages will be \$500 per day after September 30, 2023.								

Bid Sheet Form							
Bid 2023-10		Job number of County Roads to be chip sealed and scrub sealed					
Asphalt Preservation on various Craighead County Roads							
	County Road	Estimated Sq Yards	Est miles	Item	Quantity	Unit Price	Extension
Job 1	CR 360	15,180	1.18	Mineral Aggregate (Class 2)(25 lbs/sy)	189.8 tons	\$55.83	\$10,596.53
				CRS-2P (.35gal/sy)	5,313 gallons	\$5.44	\$28,902.72
Job 2	CR 752	8,489	0.72	Mineral Aggregate (Class 2)(25 lbs/sy)	106.1 tons	\$54.17	\$5,747.44
				CRS-2P (.35gal/sy)	2,971.2 gallons	\$5.66	\$16,816.99
Job 3	CR 712	19,396.7	1.50	Mineral Aggregate (Class 2)(25 lbs/sy)	242.5 tons	\$54.87	\$13,305.98
				CRS-2P (.35gal/sy)	6,788.9 gallons	\$5.33	\$36,116.95
Job 4	CR 620	14,747.3	1.14	Mineral Aggregate (Class 4)(25 lbs/sy)	184.3 tons	\$56.29	\$10,374.25
				CMS-1PC (.3gal/sy)	4,424.2 gallons	\$6.21	\$27,474.28
				Fog Seal Type 2 (.1gal/sy)	1,475 gallons	\$6.29	\$9,277.75
Job 5	CR 846	14,764	1.14	Mineral Aggregate (Class 4)(25 lbs/sy)	184.6 tons	\$58.82	\$10,858.17
				CMS-1PC (.3gal/sy)	4,429.2 gallons	\$6.20	\$27,461.04
				Fog Seal Type 2 (.1gal/sy)	1,476.4 gallons	\$6.29	\$9,286.56
Traffic Control/Temporary Signage				Follow MUTCD Regulations	1 Each	\$15,000.00	\$15,000.00
Mobilization Cost(not to exceed 5%)					1 Each	\$10,000.00	\$10,000.00
				Bid according to Specifications:		Total Bid	\$231,218.66
				Surfacing Quantities			
				Traffic Control Devices			

State of Arkansas
Commercial Contractors Licensing Board

PAVEMENT RESTORATIONS, INC.
10162 STINSON ST
MILAN, TN 38358

PAVEMENT RESTORATIONS, INC.

This is to Certify That

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

Base & Paving

HRA Miscellaneous & Specialty Items

This contractor has an unlimited suggested bid limit.

from January 13, 2023 until May 31, 2023 when this Certificate expires.

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



Matthew C. Roberts

CHAIRMAN

[Signature]

SECRETARY

January 13, 2023 - dsa

CNA SURETY

Bid Bond

Bond No. Bid Bond

CONTRACTOR:

(Name, legal status and address)

Pavement Restorations, Inc.
10162 Stinson Street
Milan, TN 38358

SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Craighead County Judge's Office
511 Union St. Suite 119
Jonesboro, AR 72401

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Chip, scrub and fog seal for preserving various county roads in Craighead County; Bid No. 2023-10

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 April, 2023.

Luhe Brauf
(Witness)

Traci DeGroat
(Witness) Traci DeGroat

Pavement Restorations, Inc.

(Principal) Paul R Collins (Seal)

By: Paul R Collins
(Title)

Western Surety Company

(Surety) Theresa S Stump (Seal)

By: Theresa S Stump
(Title) Theresa S Stump, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Clay Bruin, Individually, of Charlotte, NC
Robert M Coon, Individually, of Greensboro, NC
Windy Lovelady, Brooke Gagne, Individually, of Raleigh, NC
Brittany Irby, Joanna Carson, Lindsey M DeJarnette, Individually, of Lynchburg, VA
James J Roberts, Individually, of Richmond, VA
Theresa S Stump, Individually, of Roanoke, VA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of December, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

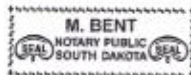
State of South Dakota }
County of Minnehaha }

ss

On this 5th day of December, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of April, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



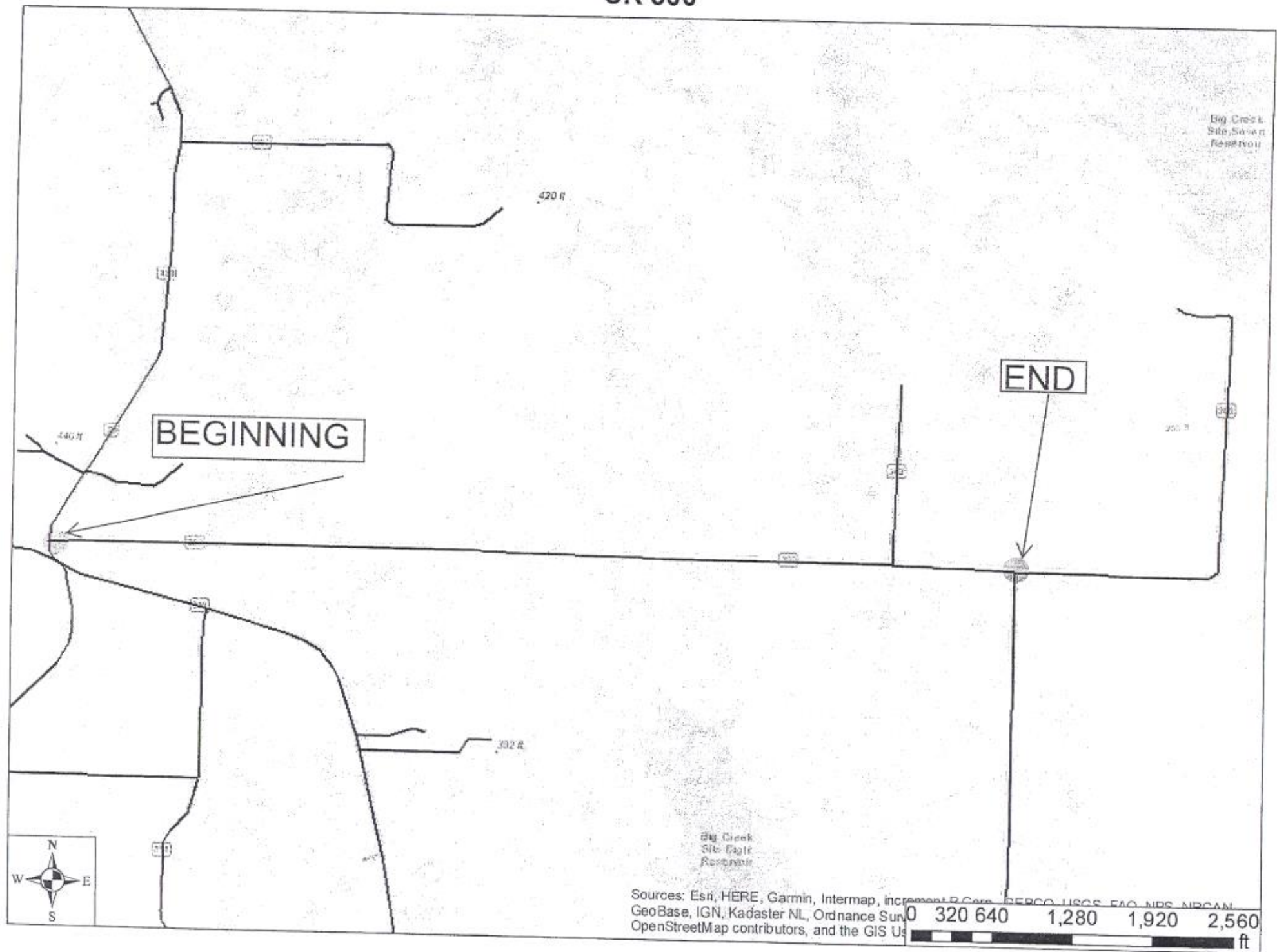
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

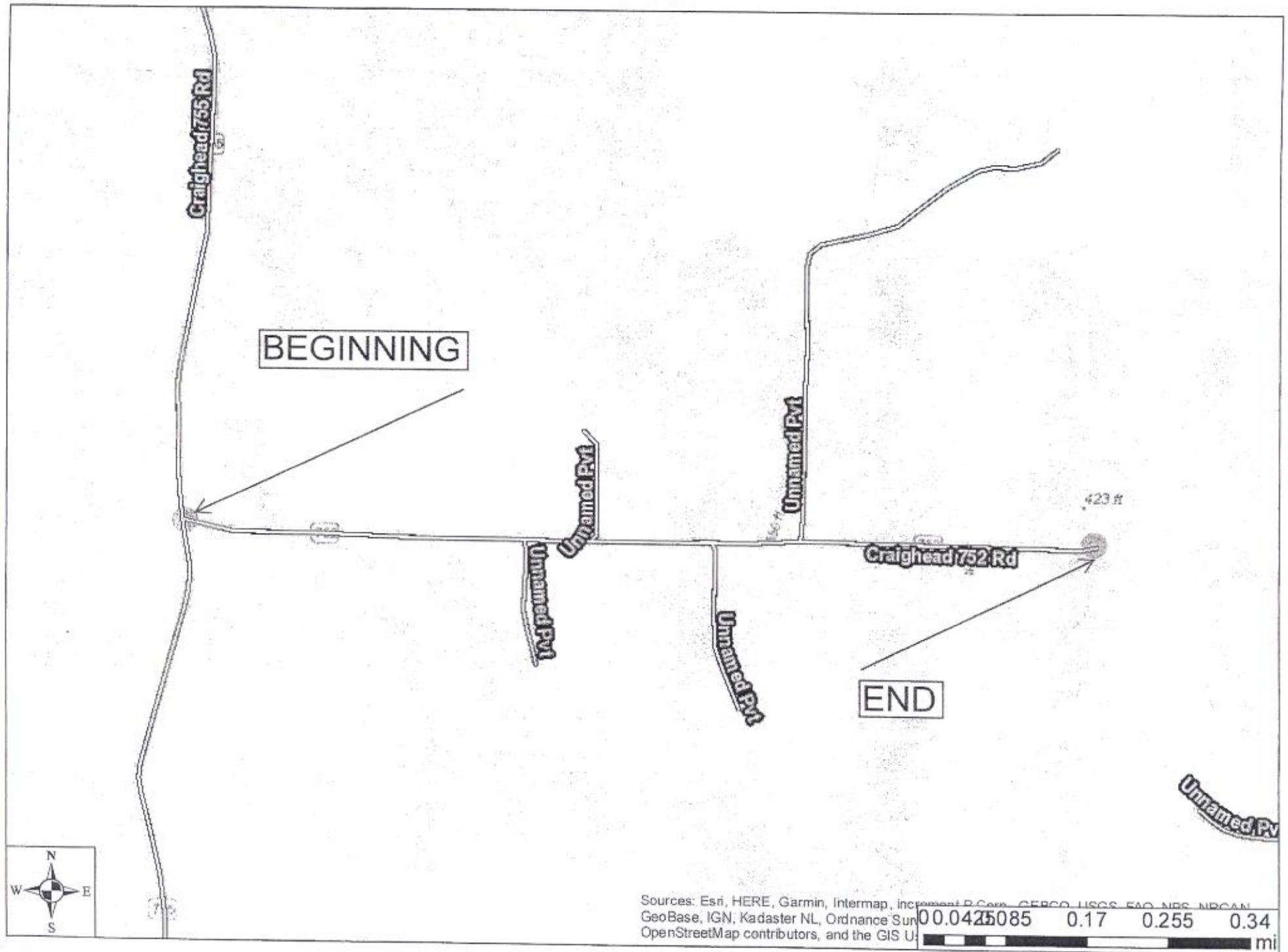
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CR 360



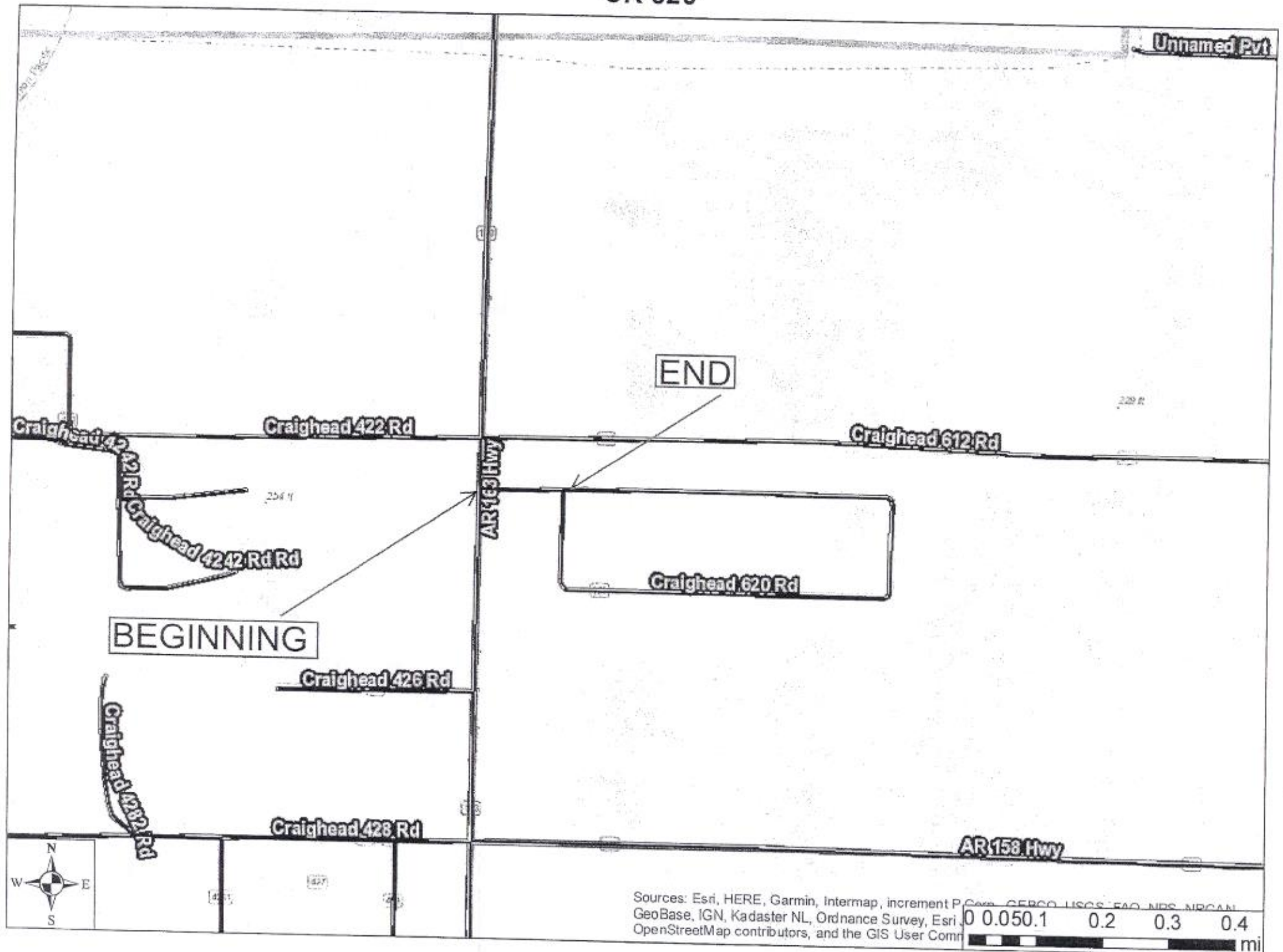
CR 752



CR 712



CR 620



CR 846



**CRAIGHEAD COUNTY
INVITATION TO BID-Not an Order**

Craighead County Judge's Office
511 Union St. Suite 119
Jonesboro, Arkansas 72401

**PURCHASING OFFICE
BID NO. 2023-10**

DATE March 22, 2023

Sealed bids, subject to the conditions on the attached hereof, and as may be attached hereto, will be received at this office until 2:00 PM April 6, 2023 and then publicly opened, for furnishing the supplies, materials, and/or services as described below.

Bids will be opened April 6, 2023
2:00 P.M. Local Time

FOB Craighead County, Arkansas

BY: Al Haines
Purchasing Director

Item #	DESCRIPTION
1	The intent of the attached specifications is to describe asphalt chip sealing, scrub sealing, traffic control, and type of materials to use for preserving various County Roads in Craighead County.
2	The successful bidder will furnish Craighead County a signed copy of all delivery receipts for each road or job, and will invoice the County for each job individually.
3	Does bidder meet all specifications? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please attach sheets explaining differences.
4	Successful bidder shall maintain bid price throughout the 2023 asphalt seal season.
5	Bidder should specify approximate start date if awarded bid. Days _____
6	Bidder shall quote price per gallon of asphalt sealer and mineral aggregate laid on roads and each job should be bid separately and should include traffic control and mobilization.
7	Bid must be signed by an authorized representative or bid will be rejected.
8	Bidder should return all pages of this bid package.
9	Bid # 2023-10 must be noted on the outside of bidders envelope.
10	Total cost per job should be shown on Bid Sheet Form

EXECUTION OF BID

Date April 13, 2023

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

Arkansas use Tax Register No. 00050485-SLS

Bidder Salt Creek Bay Construction Co. Address P.O. Box 1379 Benton, AR 72018
By London Christ City Vice President
(Person Authorized to Sign Bids) Title

UNSIGNED BIDS WILL BE REJECTED

BIDS ARE SUBJECT TO REJECTION UNLESS SUBMITTED ON THIS FORM

NOTICE TO BIDDERS, SEE REVERSE SIDE OR ATTACHMENTS FOR INSTRUCTIONS AND CONDITIONS.

CRAIGHEAD COUNTY
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 Tax-Is to be shown in the bid price, but is to be listed as separate line item.
The County is not exempt from Arkansas State Sales Tax. Contractors are to include all costs into the bid price, including applicable taxes.
- 3 Freight and other delivery charges-to destination at designated County job site in the County 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 County 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 County 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 discretion of the County.
- 7 Clean up-Complete cleanup and proper disposal of any and all job related items is considered to be a part of any contract let by Craighead County.
- 8 Ambiguity in bid-Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the County
- 9 Construction
A. When requested, the Contractor is to supply the County with evidence of having and maintaining proper and 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 Contractor. In no way will the County be responsible in case of accident.
B. A Performance Bond equaling the total amount of any bid exceeding \$50,000 must be provided for erection of any public building, public structure, or public improvement(Pursuant to Arkansas Code 18-44-503.)
- 10 The County reserves the right to reject any and all bids, accept in whole or in part, to waive 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 bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the County may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.

INSTRUCTIONS TO BIDDERS

(Please read carefully)

- 1 Submit bid on bid form attached.
- 2 Address all bids to: Purchasing Director, Craighead County Judge's Office, 511 Union St.; Suite 119, Jonesboro, Arkansas 72401 and make certain to indicate identifying bid number on the outside of bid envelope.
- 3 DO NOT include Federal Excise Tax in bid. County will furnish exemption certificate.
- 4 Bids received after stated time will not be considered.
- 5 Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
- 6 Guarantees and warranties should be attached as a part of the bid, as they may be a consideration in awarding contract.
- 7 Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
- 8 Additional information may be obtained from the Purchasing Department.
- 9 Bid Bond of 5% is required with this bid.
- 10 **Point of contact will be Marvin Day at 243-6453**

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

SPECIFICATIONS	
1	Scope: As part of the ongoing asphalt preservation on various county roads, We are requesting bids for sealing various county roads according to the attached specifications.
2	The work will be done in accordance with the current ARDOT specifications for sealing asphalt roads.
3	Each job listed below must be bid separately.
4	See attached specifications indicating road numbers, locations, and job numbers for sealing, traffic control, and fog sealing various roads in Craighead County.
5	Craighead County stipulates that the successful bidder will do other sealing jobs at the bid price should other monies become available to Craighead County.
6	Craighead County reserves the right to accept, reject, in whole or in part, to waive informalities in bids received, or accept bids with variations.
7	Traffic control shall be responsibility of contractor. Any damages to property, vehicles, persons, or any other incidents or accidents shall be the liability of the contractor.
8	Mobilization costs should be listed as a separate item.
9	All applications of product of sealing, traffic control, and related jobs in this bid package shall be according to attached specifications.
10	Signage shall be placed at all road intersections according to the Manual on Uniform Traffic Control Devices.
11	Job must be completed according to ARDOT Specification.
	Liquidated damages will be \$500 per day after September 30,2023.

Bid Sheet Form							
Bid 2023-10		Job number of County Roads to be chip sealed and scrub sealed					
Asphalt Preservation on various Craighead County Roads							
	County Road	Estimated Sq Yards	Est miles	Item	Quantity	Unit Price	Extension
Job 1	CR 360	15,180	1.18	Mineral Aggregate (Class 2)(25 lbs/sy)	189.8 tons	\$80.00	\$15,184.00
				CRS-2P (.35gal/sy)	5,313 gallons	\$5.30	\$28,158.90
Job 2	CR 752	8,489	0.72	Mineral Aggregate (Class 2)(25 lbs/sy)	106.1 tons	\$80.00	\$8,488.00
				CRS-2P (.35gal/sy)	2,971.2 gallons	\$5.30	\$15,747.36
Job 3	CR 712	19,396.7	1.50	Mineral Aggregate (Class 2)(25 lbs/sy)	242.5 tons	\$80.00	\$19,400.00
				CRS-2P (.35gal/sy)	6,788.9 gallons	\$5.30	\$35,981.17
Job 4	CR 620	14,747.3	1.14	Mineral Aggregate (Class 4)(25 lbs/sy)	184.3 tons	\$105.00	\$19,351.50
				CMS-1PC (.3gal/sy)	4,424.2 gallons	\$6.50	\$28,757.30
				Fog Seal Type 2 (.1gal/sy)	1,475 gallons	\$7.00	\$10,325.00
Job 5	CR 846	14,764	1.14	Mineral Aggregate (Class 4)(25 lbs/sy)	184.6 tons	\$105.00	\$19,383.00
				CMS-1PC (.3gal/sy)	4,429.2 gallons	\$6.50	\$28,789.80
				Fog Seal Type 2 (.1gal/sy)	1,476.4 gallons	\$7.00	\$10,334.80
	Traffic Control/Temporary Signage			Follow MUTCD Regulations	1 Each	\$18,000.00	\$18,000.00
	Mobilization Cost(not to exceed 5%)				1 Each	\$12,500.00	\$12,500.00
				Bid according to Specifications:		Total Bid	\$270,400.83
				Surfacing Quantities			
				Traffic Control Devices			

RL

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Salt Creek Paving & Construction Company, Inc.

_____ as Principal, hereinafter called the Principal,
and the Employers Mutual Casualty Company

of Des Moines, IA, a corporation duly organized under
the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

Craighead County, Arkansas as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount of Bid

Dollars (5% of Bid), 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 _____
Bid #2023-10 Craighead County Chip Seal

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 13th day of April, 2023

Rita Erdsmeyer
Witness

Heather Hicks
Witness

Salt Creek Paving & Construction Company, (Seal)
Richard Christ Principal
PRESIDENT Title

Employers Mutual Casualty Company
By Judy Schoggen
Judy Schoggen Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

BENSON A CASHION, JUDY SCHOGGEN, MATTHEW K. CASHION JR, MICHAEL G. DORNBLASER, LEE W. JACKSON, JULIE MARTIN, DANETTE WARD, JOHN A. DAVIE, HEATHER HICKS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

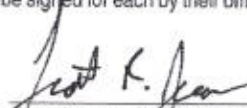
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

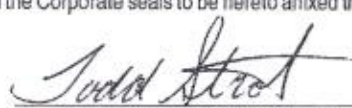
AUTHORITY FOR POWER OF ATTORNEY

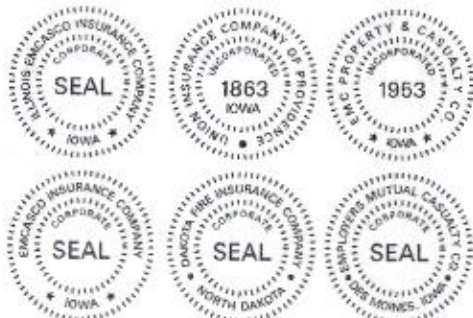
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

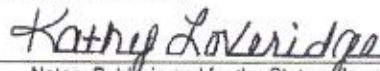

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

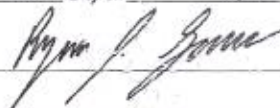
My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April, 2023.


Ryan J. Springer
Vice President

AFFP

NOTICE TO BIDDERS Craighead

RECEIVED

APR 05 2023

FROM
CRAIGHEAD COUNTY
JUDGE'S OFFICE

Affidavit of Publication

STATE OF AR }
COUNTY OF CRAIGHEAD } SS

NOTICE TO BIDDERS

Matthew Smith, being duly sworn, says:

That he is Classified Director of the Jonesboro Sun, a daily newspaper of general circulation, printed and published in Jonesboro, Craighead County, AR; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 25, 2023

Craighead County is now accepting bids until 2:00 PM, April 6, 2023, local time, at the Craighead County Judge's office for the following:

Asphalt chip sealing and scrub sealing of various roads in Craighead County, Arkansas.

Bid specifications may be picked up at the County Judge's office, Craighead County Courthouse Annex, 511 Union St, Suite 119, Jonesboro, Arkansas, Monday through Friday, from 8:00 A.M. until 5:00 P.M.

Bids will be opened at 2:00 PM, April 6, 2023, local time, in the County Judge's office.

The County reserves the right to reject any or all bids or any part of any specific bid. Bid specifications are available on the County Web Site at www.craigheadcounty.org

Al Haines
Purchasing Agent
Craighead County

Publisher's Fee: \$ 79.30

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 25th day of March 2023.



Janet Melton, Notary Public 9/6/2032

00013656 70627548

JANET MELTON
NOTARY PUBLIC-STATE OF ARKANSAS
CRAIGHEAD COUNTY
My Commission Expires 09-08-2032
Commission No. 12383619

CRAIGHEAD COUNTY JUDGES OFFICE
511 UNION STE 119
JONESBORO, AR 72401

Jonesboro Sun 1-00000267
Times Dispatch, Daily Press, Evening Times
PO Box 1200
Paducah, KY 42002-1200

ADVERTISING INVOICE / STATEMENT

1/



*****AUTO**ALL FOR AADC 380
CRAIGHEAD COUNTY JUDGES OFFICE
511 Union St Ste 119
Jonesboro, AR 72401-2863

BILLING DATE	TERMS OF PAYMENT
03/26/2023	Standard Terms

BILLED ACCOUNT NO.	AGENCY/CLIENT
00013658	00013658
NAME OF AGENCY/CLIENT	
CRAIGHEAD COUNTY JUDGES OFFICE	

DATE	AD #	TRANS #	DESCRIPTION	INS	UNITS	AMOUNT	TOTAL
03/25/2023	70627548	301589922	Balance Forward NOTICE TO BIDDERS Craighead - 70627548 124JSD1 Jonesboro Sun - NOTICE TO	1	3.33 in	0.00 79.30	0.00 79.30

RECEIVED
MAR 29 2023
FROM
CRAIGHEAD COUNTY
JUDGE'S OFFICE

MARCH 2023	AGING			
	February 2023	January 2023	December 2022	November 2022
\$ 79.30	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL NET AMOUNT DUE
\$ 79.30

PLEASE RETURN THIS PORTION
WITH YOUR REMITTANCE

If you desire to charge this amount to your credit card, please complete the following information
and return to the address below: ☐ Visa ☐ Mastercard ☐ Discover ☐ American Express
Acct# _____ Exp Date: _____
Signature _____

BILLED ACCOUNT NO.	BILLED ACCOUNT NAME	AMOUNT DUE
124 00013658	CRAIGHEAD COUNTY JUDGES OFFICE	\$ 79.30



REMIT TO
Jonesboro Sun c/o Paxton Media Group PO Box 1200 Paducah, KY 42002-1200 Phone: 270-575-8731 Fax: 270-575-8726

Payment in full is due upon receipt of the statement. A service charge on all balances over 30 days will be computed by a 'Periodic Rate' of 1-1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18%, this applies to the previous balance after deducting current payments and credits appearing on your statement. Refunds less than \$10.00 will be refunded electronically, donated to NIE, or collected in cash at the newspaper.

Remittance Advice

000136580000000000007930

Billing Date
03/27/2023

Vendor _____
Fund 2000,0200,3040

Claim No. _____

Check No. _____

Jonasboro San

VS.

**CRAIGHEAD COUNTY
ROAD FUND**

Examined and Allowed in the

Sum of 7930 Dollars

and ordered paid out of

COUNTY ROAD FUND

this _____ day of _____, 20____

County Judge

Affidavit To County Account

COUNTY OF CRAIGHEAD,

4-5

, 20 23

To Jonesboro Sun

		Bid Advertisement for chip			79	30
		+ Scrub Sealing various				
		County Roads				

The State of Arkansas,

County of Craighead

ss.

I, Al Ham

do solemnly swear that the foregoing claim is just and correct, and that no part thereof has been paid previously; that the services charged for or materials furnished, as the case may be, were actually rendered or furnished when estimated and paid in lawful money of the United States; and that such accounts, claims, demands, or fee bills are not enlarged, enhanced or otherwise made greater in consequence of, or by reason of any estimated, supposed or real depreciation in the value of the county warrants.

By Al Ham

Sworn to and subscribed before me this _____ day of _____, 20 _____

_____, Clerk

By _____, D. C.