

FILED

APR 01 2021

LESLI PENNY
COUNTY & PROBATE COURT CLERK

MISC. ORDER NO. Misc 2021-32

26

IN THE COUNTY COURT OF CRAIGHEAD COUNTY, ARKANSAS

IN THE MATTER OF AWARDED BIDS
FOR ASPHALT PATCHING OF VARIOUS
COUNTY ROADS

ORDER

COMES BEFORE THE COUNTY COURT THE MATTER OF AWARDED BIDS FOR
PATCHING 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 OVERALL
BID OF \$299,045.20 BE ACCEPTED FROM ASPHALT PRODUCERS, LLC, PO BOX
1492, JONESBORO, AR 72403.

DATED THIS 1st DAY OF APRIL 2021.

APPROVED: Marvin Day
MARVIN DAY
CRAIGHEAD COUNTY JUDGE

AA12
88-101

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
ARKANSAS

SHOW THIS NO. ON ALL INVOICES,
DELIVERY SLIPS, CASES, BOXES, ETC

PURCHASE ORDER **54002**

TO: **Asphalt Producers, LLC**
PO BOX 1492
Jonesboro, AR 72403

DATE **April 1, 2021**
Req. by: **Judge Ray**
Req. No.: _____
Bid No.: **2021-17**
Charge to _____
Account No.: **2000.0200.2025**

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

ITEM	QUANTITY	BRAND, CATALOG NO. AND DESCRIPTION	UNIT PRICE	TOTAL
		Asphalt Paving on various County Roads with estimated tons of asphalt & gallons of oil paving (4") surface (12.5)		
Job A	CR 507 377	Tons asphalt 116.04/ton TRK 2.80/gal		44,210.80
B	CR 510 558	" " 116.04/ton " 2.80/gal		65,439.20
C	CR 780 811	" " 116.04/ton " 2.80/gal		95,109.20
D	CR 318 804	" " 116.04/ton " 2.80/gal		94,286.00
		Bid Price based on estimated tonnage and gallons of TRK oil		
		All according to specifications for bid #17 2021-17		
		TOTAL		299,045.20

TOTAL ▶

SHIP TO:

Craighead County Road Dept,
2800 Moore Rd
Jonesboro, AR 72401

DEL. PROMISED:

DEL. REQUIRED:

TERMS:

F.O.B.: **Job Site**

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 No. 2021-17

Asphalt patching of various county roads

DATE: March 31, 2021

Craighead County Road Department

2800 Moore Road

Jonesboro, AR 72401

Atlas Asphalt

PO Box 2500

Jonesboro, AR 72402

Brian Fulkerson

Ph 932-1246

Fax 335-6687

Asphalt Producers, LLC

PO Box 1492

Jonesboro, AR 72403

John Broadaway

Ph 932-1306

Fax 932-1554

Sugg Construction, Inc

PO Box 17164

Jonesboro, AR 72403

Job Number of County Roads to be paved & patched.

Job #	Road No	Length and width	Tons	Gallons	Asphalt per ton	Tack per gallon	Asphalt cost per ton	Tack per gallon	Asphalt cost	Asphalt per ton	Tack per gallon	Asphalt cost	Asphalt per ton	Tack per gallon	Asphalt cost	
A	CR 507	Patching (4")(12.5 surface	377	171			\$116.00	\$2.80	\$43,732.00	\$138.85	\$3.00	\$52,346.45			\$513.00	
B	CR 510	Patching (4")(12.5 surface	558	254			\$116.00	\$2.80	\$64,728.00	\$138.85	\$3.00	\$77,478.30			\$762.00	
C	CR 780	Patching (4")(12.5 surface	811	369			\$116.00	\$2.80	\$94,076.00	\$138.85	\$3.00	\$112,607.35			\$1,107.00	
D	CR 318	Patching (4")(12.5 surface	804	365			\$116.00	\$2.80	\$93,264.00	\$138.85	\$3.00	\$111,635.40			\$1,095.00	
TOTAL COST													\$299,045.20			\$357,544.50

**CRAIGHEAD COUNTY
JONESBORO, ARKANSAS**

CONDITIONS OF BIDDING

Compliance with the following conditions is necessary for consideration of this bid.

- | | |
|----|--|
| 1 | <u>Signature</u> -This bid must be signed with the firm name and by an authorized officer, employee or agent. |
| 2 | <u>Sales Tax</u> -Is not to be shown in the bid price, but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas State Sales Tax. Contractors are to include all costs into the bid price, including applicable taxes. |
| 3 | <u>Freight and other delivery charges</u> -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 | <u>Discounts</u> -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 | <u>Firm Price</u> -All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the County or bidder |
| 6 | <u>Identical Bids</u> -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 | <u>Clean up</u> -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 | <u>Ambiguity in bid</u> -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 | <u>Construction</u>
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 \$20,000 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 | Point of contact will be Road Supt, Eugene Neff at 870-219-4329 |

THE 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: We are requesting that 4" of pavement and/or gravel be removed from the spots as marked by county forces and 2 1/2" of 25 MM binder placed and compacted. Then, you will tack the binder and place 1 1/2" of 12.5 mm surface. The work will be done in accordance with the current ARDOT specifications for patching. This project must be completed by June 15, 2021. Liquidated damages after this date are \$1,000 per calendar day. If material availability becomes an issue the County will consider alternative cross sections.						
2	Each job listed below must be bid separately.						
3	These figures are approximate. Please look at the job, calculate tonnage and gallons and give bid on work at cost per ton on asphalt and per gallon on tack.						
4	Craighead County stipulates that the successful bidder will do other priming and paving or asphalt overlay 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.						
7	Note: Contractor will remove unstable material and repair according to Section 415, Asphalt Concrete Hot Mix Patching of Existing Roadway.						
Job number of County Roads to be overlaid (Patching)							
			Estimated Asphalt Tons	Estimated Tack(Gallons)	Price Per Ton	Price Per Gallon	Total Price
Job A	CR 507	Patching (4")(12.5 surface)	377	171	\$116.00	\$2.80	\$43,732.00 \$478.80
Job B	CR 510	Patching (4")(12.5 surface)	558	254	\$116.00	\$2.80	\$64,728.00 \$711.20
Job C	CR 780	Patching (4")(12.5 surface)	811	369	\$116.00	\$2.80	\$94,076.00 \$1,033.20
Job D	CR 318	Patching (4")(12.5 surface)	804	365	\$116.00	\$2.80	\$93,264.00 \$1,022.00
Craighead County reserves the right to have any milling of product removed from asphalt patching on county roads to be loaded onto county truck at the discretion of Craighead County.						TOTAL	\$299,045.20

**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. 2021-17

DATE March 16, 2021

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 March 31, 2021** and then publicly opened, for furnishing the supplies, materials, and/or services as described below.

Bids will be opened **March 31, 2021,
2:00 P.M. Local Time**

FOB Craighead County, Arkansas

BY: Al Haines

Maximum Delivery or completion time after issuance of Purchase Order or work ordered by County 70 days.

Purchasing Director

Item #	DESCRIPTION
1	The intent of the attached specifications is to describe asphalt paving, asphalt overlay, asphalt patching, and type of materials to use for paving, overlaying, and patching 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 2021 paving season.
5	Bidder should specify approximate start date if awarded bid. Days <u>April 15, 2021 Start</u> Days/ <u>15 working days</u>
6	Bidder shall quote per laid ton price on asphalt and per gallon of prime/tack per road or job.
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 # 2021-17 must be noted on the outside of bidders envelope.
10	Bidder shall specify any cash discounts, if available.
11	Bidder should list total tons: Total tons of Asphalt <u>2,550.00</u>
12	Bidder should list price: Total cost for all jobs \$ <u>\$367,544.50</u>

EXECUTION OF BID

Date March 31, 2021

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. 73714304-SLS

Bidder Sugg Construction, Inc.

Address PO Box 17164

By *Brittany Sugg* Brittany Sugg, President City Jonesboro, AR 72403

(Person Authorized to Sign Bids)

Title

President, Sugg Construction, Inc.

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 not to be shown in the bid price, but is to be added by the vendor to the invoice billing to the County. The County is not exempt from Arkansas State Sales Tax. Contractors are to include all costs into the bid price, including applicable taxes.
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- 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.
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Craighead County reserves the right to have any milling of product removed from asphalt patching on county roads to be loaded onto county truck at the discretion of Craighead County.							



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, JIM R. ALLBRITTON, LEE W. JACKSON, JULIE MARTIN, DANETTE WARD, LOLA BURTON, SUSAN SIMMONS, HOLLY CLEVENGER

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.

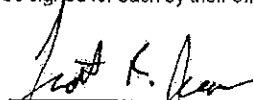
The authority hereby granted shall expire October 10th, 2022, unless sooner revoked.

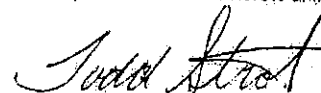
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Authority 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.

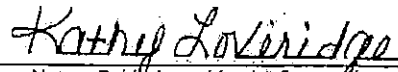
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

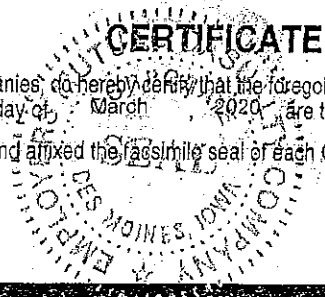
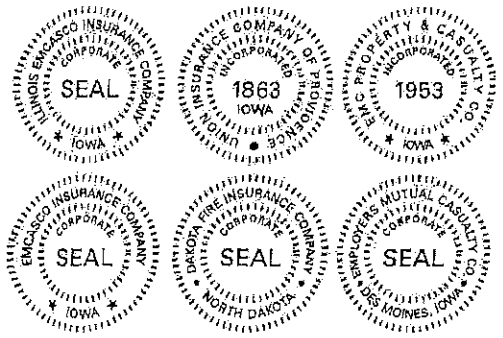

 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


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

On this 30th day of March, 2020 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.

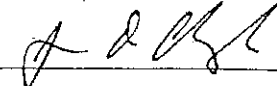
My Commission Expires October 10, 2022.


 Kathy Loveridge
 Notary Public in and for the State of Iowa



I, James D. Clough, 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 30th day of March, 2020, 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 31st day of March, 2021.


 James D. Clough, Vice President

BID BOND

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

KNOW ALL BY THESE PRESENTS, That we, Sugg Construction, Inc.

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

of P.O. Box 712, Des Moines, Iowa, 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 No. 2021-17 for Asphalt Patching on Various County Roads in
Craighead County, Arkansas

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.

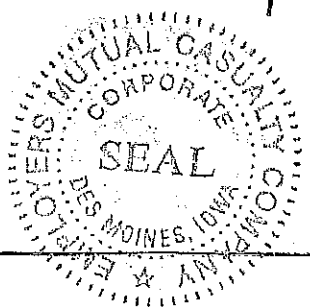
Signed and sealed this 31st day of March, 2021

Autumn Mawry
Witness

Sugg Construction, Inc. (Seal)
[Signature] Principal
President Title

Judy Schaggen
Witness

Employers Mutual Casualty Company
By [Signature]
Holly Clevenger Attorney-in-Fact



AFFP
NOTICE TO BIDDERS Craighead C

RECEIVED

MAR 23 2021

FROM
CRAIGHEAD COUNTY
JUDGE'S OFFICE

Affidavit of Publication

STATE OF ARKANSAS }
COUNTY OF CRAIGHEAD } SS

NOTICE TO BIDDERS

Craighead County is now accepting bids until 2:00 PM, March 31, 2021, local time, at the Craighead County Judge's office for the following:

Asphalt patching of various county 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 P.M.

Bids will be opened at 2:00 PM, March 2021, 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

Matthew Smith, being duly sworn, says:

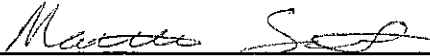
That he is A Classified Director of the Jonesboro Sun, a Daily newspaper of general circulation, printed and published in Jonesboro, Craighead County, Arkansas; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

March 17, 2021

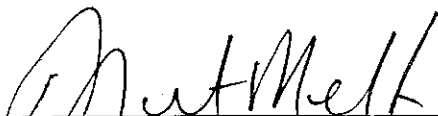
Publisher's Fee: \$ 76.70

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

SIGNED:



Subscribed to and sworn to me this 17th day of March 2021.


Janet Melton, Notary Public 9/6/2022

90035637 90911598

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



NOTICE TO BIDDERS

7-17-21
Craighead County is now accepting bids until 2:00 PM, March 31, 2021, local time, at the Craighead County Judge's office for the following:

Asphalt patching of various county 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 P.M.

Bids will be opened at 2:00 PM, March 2021, 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