



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, May 7, 2019

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. Approval of minutes

MIN-19:032 Minutes for the Public Works Committee meeting on April 2, 2019

Attachments: [Minutes 040219](#)

MIN-19:040 Minutes for the Special Called Public Works Committee meeting on April 23, 2019

Attachments: [Minutes 042319](#)

MIN-19:042 Minutes for the Public Works Council Committee meeting on April 30, 2019

Attachments: [Minutes 043019](#)

4. New Business

RESOLUTIONS TO BE INTRODUCED

RES-19:036 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 703 N PATRICK STREET (TRACT 6), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

Sponsors: Engineering

Attachments: [Offer and Acceptance - Tract 6](#)

RES-19:039 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 605 N PATRICK STREET (TRACT 5), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

Sponsors: Engineering

Attachments: [Offer and Acceptance - Tract 5](#)

RES-19:040 A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING

THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 601 N PATRICK STREET (TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

Sponsors: Engineering

Attachments: [Offer and Acceptance - Tract 4](#)

RES-19:041 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY OWNED PROPERTY

Sponsors: Mayor's Office and Building Maintenance

RES-19:051 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE BOWLING LANE AND HILL DRIVE STREET IMPROVEMENTS PROJECT (2019:21)

Sponsors: Engineering

Attachments: [Bid Tab](#)
[Contract Documents 2019 21](#)

RES-19:055 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 1 FOR THE CROWLEY'S RIDGE PARKWAY: CRAIGHEAD FOREST PARK TRAIL - PHASE III (ARDOT NO. 100919) (2018:31)

Sponsors: Engineering

Attachments: [Change Order No 1](#)

5. Pending Items

6. Other Business

7. Public Comments

8. Adjournment



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #:	MIN-19:032	Version:	1	Name:	Minutes for the Public Works Committee meeting on April 2, 2019
Type:	Minutes	Status:		Status:	To Be Introduced
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On agenda:		Final action:		Final action:	
Title:	Minutes for the Public Works Committee meeting on April 2, 2019				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 040219				

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee meeting on April 2, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, April 2, 2019

5:00 PM

Municipal Center

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Harold Perrin was in attendance.

Present 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent 2 - Chris Moore and Ann Williams

3. Approval of minutes

[MIN-19:024](#)

MINUTES FOR THE PUBLIC WORKS COMMITTEE MEETING ON MARCH 5, 2019

Attachments: [Public Works Minutes 03052019.pdf](#)

A motion was made by Councilperson Gene Vance, seconded by Councilperson Charles Coleman, that this matter be Passed. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

4. New Business

RESOLUTIONS TO BE INTRODUCED

[RES-19:023](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 5713 EAST NETTLETON AVENUE, JONESBORO, ARKANSAS FOR THE PURPOSE OF FLOOD MITIGATION

Sponsors: Engineering

Attachments: [Offer Package 5713 E. Nettleton](#)

Mayor Harold Perrin said as you all know, we received funds from the Federal Emergency Management Agency, FEMA, and I think we only have one more of all of those that had repetitive loss. We did work on this one, got new appraisals and got it done. Everything is fine on this one. I believe this is the last house on the right before you get to the ditch going towards Bay, Arkansas, that has had absolutely repetitive loss.

A motion was made by Councilperson Charles Coleman, seconded by Councilperson Gene Vance, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

[RES-19:026](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOWEST RESPONSIVE BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC FOR THE PATRICK STREET SIDEWALK IMPROVEMENTS - PHASE 1

Sponsors: Engineering

Attachments: [Contract Documents 2019 05](#)
[Bid Tab](#)

Mayor Harold Perrin said this one and two more on here are all contracts to get the contractors started. We're about 90 days, at least, with the weather we've had. We have had 115 rain days and I would ask that you all consider this one and approximately two more, please, to forward to the City Council tonight so we can get our bonding and get this started very quickly.

Councilmember Gene Vance motioned to forward RES-19:026 to full council and walk it on to tonight's City Council agenda, seconded by Councilmember Dr. Charles Coleman. All voted aye.

Councilmember Vance said I would like a little explanation from Engineering Director Craig Light on how the bid was determined to be the lowest responsive. Councilmember Mitch Johnson said I noticed a couple of them were rejected, too. Mr. Light said if you'll look at the bid tab, there were some contractors who failed to fully execute their contract documents, and were rejected. Councilmember Vance said so they didn't sign their bid or put a bond in? The two rejected were Shannon Kee Construction and Jackson's Construction. Mr. Light said they did not sign their suspension and disbarment forms for the federal grant portion of it, which means we can't use the federal grant funding to actually pay the contract because they did not fill those documents out prior to submission of the bids. Councilmember Vance asked if that was recordkeeping that could have been done after the bid opening. Mr. Light said no sir. That has to be done prior to the bid opening. Councilmember Vance said that was just a question.

A motion was made by Councilperson Gene Vance, seconded by Councilperson Charles Coleman, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

[RES-19:028](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE SOUTHSIDE SOFTBALL COMPLEX PARKING LOT (2019:06)

Sponsors: Engineering and Parks & Recreation

Attachments: [Bid Tab](#)
 [Contract Documents 2019 06](#)

Mayor Harold Perrin said this is also a walk-on. I have talked to Gillis, Inc., on this one and they're ready to move in and they should be able to get out of there within 30 to 32 days.

Councilmember Dr. Charles Coleman motioned to forward RES-19:028 to full council and walk it on to tonight's City Council, seconded by Councilmember L.J. Bryant. All voted aye.

A motion was made by Councilperson Charles Coleman, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

[RES-19:030](#)

AN ORDINANCE ADOPTING BY REFERENCE THE GUIDELINES FOR THE SELECTION OF PROFESSIONAL SERVICE PROVIDERS FOR THE CITY OF JONESBORO

Sponsors: Mayor's Office

Attachments: [Prof serv, Const. \\$2 mil+2-15-19.docx](#)
 [Prof serv, Const. under \\$2 mil 2-14-19.docx](#)
 [Prof serv, Financial, other 2-14-19.docx](#)
 [Prof serv, Legal services 2-14-19.docx](#)

Mayor Harold Perrin said I would like to meet with all the members of the Public Works Committee and, possibly, all the council to go over this document. I think that would save us a lot of time. It might be that we have to change some of that, and if so, we'd be happy to do that. Councilmember Mitch Johnson said I think that's a good idea. Mayor Perrin said I would ask that we table this until the next Public Works Committee meeting.

Councilmember Gene Vance motioned to postpone temporarily RES-19:030 until the next Public Works Committee meeting on May 7, 2019, seconded by Councilmember Dr. Charles Coleman. All voted aye.

Councilmember Dr. Coleman said I'd like to discuss this a little more. Are we going to wait to do this at a council meeting or just have a regular meeting? Mayor Perrin said I think what I'd like to do is sit down with each individual councilmember and go through this by line item so that we understand, and if there are any changes that need to be made then we can do that, and then bring it back. Councilmember Dr. Coleman said before the next meeting. Mayor Perrin said yes, because it's a resolution and it would become effective immediately. I think I'd rather do that.

City Attorney Carol Duncan said just use caution. You can't poll and ask whether they like it or not. You can explain it to them and then they may have to bring the changes back separately. I think that is what Councilmember Dr. Coleman was getting to. Mayor Perrin said I understand. City Clerk Donna Jackson said and here's a point, too. This says it's a resolution, but the title says, "an ordinance adopting by reference." Mayor Perrin said well, that's a good change right there. Ms. Duncan said I didn't catch that, but I should have.

Mayor Perrin said I want everybody to be clear on the issue because it has been brought up, and I think it's a good issue to bring up. I think we need to make it very clear on the administration side and how we're putting this stuff together, as well as a request from some people who brought this up.

A motion was made by Councilperson Gene Vance, seconded by Councilperson Charles Coleman, that this matter be Postponed Temporarily. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

[RES-19:031](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH SUGG CONSTRUCTION, INC. FOR JONESBORO THE SHOOTING SPORTS COMPLEX SITE PACKAGE PHASE 1B (2019:13)

Sponsors: Engineering

Attachments: [Agreement](#)
[Bid Tab](#)
[General Conditions](#)

Mayor Harold Perrin said this would be one we need to walk on tonight, too. Chief Rick Elliott and I met and had dinner with all of the Arkansas Game and Fish commissioners, as well as Director Pat Fitts, and the two deputy directors. The next day we made a presentation on that. It's one of these things that we are under mandate on when to start shooting, etc. So, we're trying to get this in line. They were very pleased with our presentation. We will be asking the Arkansas Game and Fish Commission, AGFC, if there are additional funds that we can apply for during this year for this project. If we could walk this on, it would be good. Councilmember L.J. Bryant said on the three we are doing tonight, how did they compare to our expectations from a budget prospective? Mayor Perrin said I think it's good. We actually put \$2 million in the budget on this one. You can see that this came in at \$1.64 million. So, we shared that with the commissioners, while we were there, which gives us almost \$300,000 or so more that we can put on that. Once we get the dirt work and stuff done, we should have enough money to start putting in some of the berms for the trap and skeet. All of this is in a project date all the way through the project, and they were very pleased with where we are at, so far, based upon the 115 days of rain that we have had. The ballpark was a little over what we had projected in the budget. We had put \$450,000 in the budget for that. However, the paperwork we had through engineering was \$547,000, and I think this came in around \$540,000. We will be transferring some of the money from stormwater, where we budgeted \$500,000, because it's so late in the year that we will never be able to get that to that point. So, there's no problem with that.

Councilmember Dr. Charles Coleman motioned to forward RES-19:031 to full council and walk it on to tonight's City Council agenda, seconded by Councilmember L.J. Bryant. All voted aye.

A motion was made by Councilperson Charles Coleman, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

[RES-19:032](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER ARNOLD TO PROVIDE ENGINEERING SERVICES FOR THE JONESBORO DOWNTOWN TO ASU CONNECTION PROJECT (JOB 100971)

Sponsors: Engineering and Parks & Recreation

Attachments: [Summary - SOQ](#)
[Proposal - 100971](#)

Mayor Harold Perrin said it was a very close screening process on these. I talked to Martin Smith of Ecological Design Group, who has been doing most of the project on this, as well as Jason MacDonald, and they both, actually, entered into an agreement to go with Fisher & Arnold, which Martin will be involved in that project with no more additional cost. Secondly, I wrote a letter to the Arkansas Department of Transportation, ArDOT, because I believe, on Phase IV of the Transportation Alternatives Program, TAP, that we were told that they did not want a multi-trail and a sidewalk on Highway 1 coming down that. So, I've asked to move that \$500,000 over to this project. If that is the case, then we'll have \$1 million to start this project, which is Phase I of the bike pedestrian trail. That will give us a much better position to go after the foundations we've been talking about so we can get this thing going and complete Phase I. They told me that if I would write a letter then they would send me a letter back committing to transferring that \$500,000. We've also applied, or are in the process of applying, for another TAP grant for 2019. We want to put it in this project, but we were told that you cannot do it for construction. Therefore, this TAP grant will be used to put sidewalks on Aggie Road from Red Wolf Blvd. all the way to University Heights. There's never been a sidewalk in that area, and all of that school and a lot of those people could literally walk to a ball game from that sidewalk. We will be holding some public hearings on that, as well.

Councilmember Mitch Johnson asked if this was one of the documents to go tonight. Mayor Perrin said no. We have time on this one.

A motion was made by Councilperson Charles Coleman, seconded by Councilperson LJ Bryant, that this matter be Recommended to Council. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams

5. Pending Items

6. Other Business

Councilmember Dr. Charles Coleman said Metropolitan Planning Organization Director Cecelie Cochran put on a presentation at Parker Park. Would this be the right time to ask about allowing her to come to the City Council and make a presentation? She's new in that position and I think she needs to come before the council. Mayor Harold Perrin said that would be fine. Councilmember Dr. Coleman said if you will, please check with her on that. Mayor Perrin said I'll get with you after the meeting and get her name and phone number.

7. Public Comments

8. Adjournment

A motion was made by Councilperson LJ Bryant, seconded by Councilperson John Street, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; John Street; Charles Coleman and LJ Bryant

Absent: 2 - Chris Moore and Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-19:040 **Version:** 1 **Name:** Minutes for the Special Called Public Works Committee meeting on April 23, 2019

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On agenda: **Final action:**

Title: Minutes for the Special Called Public Works Committee meeting on April 23, 2019

Sponsors:

Indexes:

Code sections:

Attachments: [Minutes 042319](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Special Called Public Works Committee meeting on April 23, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, April 23, 2019

10:00 AM

Municipal Center

SPECIAL CALLED MEETING

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Mayor Harold Perrin was in attendance.

Present 5 - Gene Vance; Mitch Johnson; John Street; Chris Moore and Charles Coleman

Absent 2 - LJ Bryant and Ann Williams

3. New Business

ORDINANCES TO BE INTRODUCED

[ORD-19:021](#)

AN ORDINANCE TO ADOPT BY REFERENCE THE GUIDELINES FOR THE SELECTION OF PROFESSIONAL SERVICE PROVIDERS FOR THE CITY OF JONESBORO

Sponsors: Mayor's Office

Attachments: [Prof serv, Legal services 2-14-19.pdf](#)
[Prof serv, Const. \\$2 mil+ 4-11-19.pdf](#)
[Prof serv, Const. under \\$2 mil 2-14-19.pdf](#)
[Prof serv, Financial, other 2-14-19.pdf](#)
[Cameron statement](#)

Chairmember John Street said there are several attachments that go along with this ordinance, if you printed those out. Councilmember Chris Moore said, what are you asking us to do, Chairmember Street? Chairmember Street said we did away with the one that was incorrect, and now this one is up for consideration and discussion before us because we weren't going to have enough time at the regular scheduled Public Works meeting. I guess we need a motion and a second to get it on there, or to discuss it. Councilmember Moore made the motion to place ORD-19:021 on the table for discussion, seconded by Councilmember Dr. Charles Coleman. Councilmember Street said I have a motion and a second. Is there any discussion? City Clerk Donna Jackson said let me make a point of order. I put down that Councilmember Moore offered it, and it was read one time. So, there needs to be a motion to either suspend the rules or something. Councilmember Street asked what is the pleasure of the committee. You want to hold it at three readings? Councilmember Gene Vance said we only read it once at this committee. If, and when, it goes to City Council, then it's up

for three readings. Councilmember Street said we do have a motion and a second. It's on the floor for discussion. Councilmember Vance said we have a motion and a second to do what. Mayor Harold Perrin said to put it on the table. Councilmember Street asked what's the pleasure of the committee. Councilmember Vance said it's on the table for discussion. Councilmember Dr. Coleman said it should be on the table for discussion at this time. Councilmember Vance said we're ready for discussion. Councilmember Street said we are. That's what I'm saying is that it's open for discussion.

Councilmember Vance said personally, I don't think we're there, yet. I think this ordinance is premature. I think there needs to be more study put into the selection process because we have been using this guideline for the last selection. I've been trying to keep up with it, and I don't see it working properly. Mayor Perrin said I know we had a handout here, and I did previously veto an ordinance pertaining to this, but not to avoid transparency at all. I vetoed because of what Councilmember Vance just stated. The vote was like 5 to 7 and I felt like it needed to come back to the Public Works Committee to work it out. With that being said, I'd like to ask Mr. Roy Ockert, who is acting as Operations Director and Chief of Staff, to take you through the steps of what he's done. It won't take but just a few minutes, and I think that will really be a big help to you.

Mr. Ockert said the veto of ORD-18:060 was on February 8, 2019. Shortly thereafter, the engineering department identified nine projects that were ready, or nearly ready, in which we had money in the budget for this year. Therefore, we felt like we needed to proceed. At that point, I looked at the selection processes that we had issued last August 1, 2018, and those processes had all included three members for each selection committee, including one City Council member. I did some redrafting of those policies to include four members of each committee. Councilmember Gene Vance had suggested that we have at least three different departments represented, and so, we did that. We did not include any City Council members because of the possibility of a liability issue. However, we don't have any objection to that, but we just think the City Council needs to decide that for themselves. We could certainly add one or more as a voting member or as an ex-officio member. Those nine projects are all in various stages, and we're trying to follow the procedures, but you have to remember that this is the first time anything like this has been done. It's always been done in the Engineering Department, and it's been done according to state law, but we're trying to make it a better process. In January 2019, we solicited Statements of Qualifications, SOQs, for 2019 from engineering, architectural, and surveying firms. We received 20 engineers, 7 architects, and 10 surveyors. We reviewed all of them. One architect firm for the first two projects was disqualified for failure to include liability insurance in his presentation. We received both a printed and digital version. The digital version was placed online on the shared drive so that members of the committee could read it. We appointed committees for nine projects, and we began the process.

Mr. Ockert said I read all 37 SOQs. It took 8 or 10 hours to do so, but because I'm not an engineer, I felt like I needed to familiarize myself with all of them if I was going to sit on a committee. I made notes on all of them so that when I sat on a committee I could remember what some of them were about. I think one of the things that I have learned in the process is that we're all going to have some biases and we're all going to have some prejudices. I am biased in favor of local businesses myself, and there are a number of engineering, architectural, and surveying firms that have offices in Jonesboro. After sitting on three committees, I have some recommendations for what to do differently from what is stated in this ordinance and that's why I wanted to address the members of this committee. When reading the SOQs, these are

generalized statements that are written for any number of cities. They can vary from a huge book type presentation like McClelland Engineering has, which is probably done by a Public Relations firm. Here's one from William Graham of Little Rock. It's the basics. That's all it is. So, the committees are faced with a great deal of different information, and it varies according to how well they present their SOQs, but none of them addresses the particular project that we want to deal with. So, when we get down to the committee stage and we're looking to build a roundabout, we look in those SOQs to see who has built a roundabout, where did they build it, did they work in Jonesboro, or did they work somewhere else. In my deliberations, I eliminated somebody who had done almost entirely water projects. If we're talking about a roundabout, I didn't see that as being relevant. If they hadn't done a roundabout, then that might be something I would want to grade down on. As to what the other members of the committee looked at, they probably looked at different things, too, but our conversations were similar in that we were looking for somebody who had experience in Jonesboro and in doing the kind of project that we are asking them to do. After sitting on three of these committees, one of the things that I concluded is that we should do interviews even for those projects that are going to have a fee of \$20,000 up to \$2 million. State law provides that we will do interviews if it's a \$2 million project. It doesn't require that we do interviews for a \$20,000 project, but I believe it would be helpful for the selection committee to not only have the SOQs, but be able to interview the top three that are chosen from the SOQs, and ask them what they have done that is relevant and to be able to hear from them. That is one change that I would suggest from the procedure we have right now.

The other question I would have for you is if you want to have someone on each of these committees whether as a voting member or as an ex-officio member then that should be considered. Most of the work that is done by these committees is individual. It's about as much fun to sit in on them, as it is to watch paint dry. What you're doing is reading the SOQs looking for relevant information and you're filling out a score sheet. So, from my standpoint, it would help me in making an evaluation after that step to call in the top 3, or whatever number you want to have, and do an interview. Those are some of my comments from my experience of sitting on some of these committees. So, I would suggest that we consider a few changes and, certainly, the City Council needs to decide whether they want to be actively involved in the structure, as well. Councilmember Vance said I'd like to echo one thing that Mr. Ockert said. This is not an easy process and no matter what we do, it's never going to be perfect, but the thing we need to do is to do everything that we can to make it as good as possible.

Mike Cameron, 1612 Leaf Cove, said I have some prepared information for you all, if you had time to listen to it. With it fresh on your minds about what Mr. Ockert said, I would like to point out something very, very important. Your city engineer is sitting here and there's another consultant sitting here, and I'd welcome any comments concerning it. Those are SOQs. They are statements of qualifications. They ask for seven basic requirements. They have nothing to do with a specific project. Those ask what your general experience is. What you've generally been working in? What field you're working in? Do you have a valid license to practice engineering? Do you have liability insurance with its limits, and on down the line about who these people are. It had nothing to do with a specific project. Those, as far as I understand, were used just recently to rate me number 16 out of 20 on a project that ends at my front door. That is not what you use. You send out requests for a letter of intent for those people who have built roundabouts or who feel like they can build roundabouts. You ask for a request for qualifications, RFQ. People respond to that if they are proficient in the field, and then you sit down and rate them because they've given you the information that

you need instead of having to search through there, and cut people that only do water and sewer. Those function for one thing only. They can be used on these under \$20,000 jobs. They can be used if that engineer or any other department wants to say, I need some professional help. Let me search through these SOQs and see who does this particular job. If it's for a purchase order, it's a quick, down and dirty way to do it, but everything else you do an RFQ, you do a request for a letter of intent, and then, hopefully, you'll interview, and then you'll take into consideration those other things. Roy, I'm sorry that you went through all 20 of those three different times trying to figure out who could build a bike trail. I'll answer any questions about that if you have any.

Mayor Perrin said Mr. Cameron, you mentioned something that I hadn't heard, but you're saying to send out a letter of intent. In other words, a specific for what you're trying to get done. Mr. Cameron said a request for a letter of intent on a project. You would send out a request for a letter of intent from an engineer. They respond to that with a letter of intent accompanied by specific information having to do with that job. You don't talk about money. You just say these are the jobs we have done like the one you're trying for, here's all of the specific information you're asking for, and we want to be considered to build this bike trail because we've built a lot of them. Mayor Perrin said okay, and then you bring them in to do the interview, because then you have their qualifications on a specific job. Mr. Cameron said that is correct. Mayor Perrin said then you discuss that. Mr. Cameron said yes. Then you discuss that and then the committee ranks them, but I'm asking that you, Mayor Perrin, chair the committee. I know you have a lot of honorable things you're doing running around all over the country, but when you look at that second or third sheet, you will see that I believe it would be worth your while to chair these committees yourself.

Councilmember Vance said I have a question for Mr. Cameron. We were told at the meeting where we were discussing all these that the engineers would not want to do the individual projects and have to do four, five, or six of them a year. Are you saying that it's different from what we were told? Mr. Cameron said well, you have another one sitting back here from Pickering Firm, and I'm telling you that rather than being rated number 16 out of 20, I'd do an RFQ. Councilmember Vance asked Mike Foster with Pickering Firm what he thought about that process. Mr. Foster, 317 S. Church, said an RFP is definitely a lot more work than just a general state of qualifications. This process is used by a lot of cities, but an RFP is a lot more intense for a project specific submittal, but the process is the process, and we're like everyone else and we just want a fair shot at the projects, but, yes, it is a lot more work. Councilmember Vance said speaking from a previous job that I held we did project specific proposals rather than SOQs. The city is the only one that does SOQs the way we do it. All of your schools who use construction management, they do, based on individual projects, ask for proposals for those specific projects. So, it's more work on the engineers, but until they scream, why don't we do that.

Mr. Ockert said my suggestion is for anything below \$2 million, you could ask for a letter of interest on an informal basis. It doesn't have to be an RFQ. It could be two or three pages. It doesn't have to be a plan, and that would give the committees a lot more information to start the process. That would be what I would do. Councilmember Vance said it would be up to the engineers on what they wanted to provide in that. Mr. Cameron said in a five-person shop down there, it would be me doing it at night trying to help out Mr. John Easley, the managing partner, but Pickering Firm with 150 employees probably has a publishing outfit, so these big firms probably aren't going to have a problem.

Now, you've heard RFQs and RFPs. Mr. Foster mentioned RFPs. RFQs are requests

for qualifications and RFPs are requests for proposals. There's a process. It's not being invented. It's just the application that Mr. Ockert is trying to put to it doesn't work that way. Like I told you, I'm Mike Cameron, and I've been living in this town all of my life and my wife has, as well. I've been an engineer since 1971 and a registered professional engineer since 1975. I've worked for the highway department as a resident engineer and this city as a Director of Public Works, a city engineer, and Director of Parks and Recreation. I left in 1986 and went out and started by own construction company, which I left it in 2014. I sold out and retired. During the course of that, I began Associated Engineering to support a construction company because the highway department and all of its wisdom gave the contractor, himself, all of the testing responsibilities for materials and all of the layout of the thing. So, I bought Mr. Harvey Johnson's business, and then formed an engineering company, and it went great. I didn't have anything to do with that. Mr. Easley and Ms. Christina Huffmaster built that company. I didn't build that company. I have nothing in it and I should profit nothing from it. I've enjoyed fishing. In 2014, I started this, but then I came back in March 2018. I walk into the office and Mr. Easley says well, the City of Jonesboro has selected the top three on the South Caraway Road project and we weren't selected as one of the top three. I asked how many there were and he said 15. I asked what number we were and he said I don't know, but we weren't in the top three. So, I said well, why don't you go question it and make waves. Mr. Easley said he didn't want to make waves. I think my comment to him was, well, I guess a boat can sink in calm waters just like rough waters, and if that's what's happening here then you've gone from 16 employees last time I was connected down here and you've dropped to 8. Incidentally, we're at five now because of the work that is leaving town and not staying in Jonesboro.

So, what happened? There's not but one thing I can figure because we haven't gotten worse. I'm telling you Mr. Easley is as good an engineer and he's the best I've known outside of maybe Mr. Sam Smith who was the district engineer when Councilmember Vance was working for the highway department. What happened? Along came Engineering Director Craig Light and started exercising his bias he has against me, and apparently all local engineers. If you take a look at that list I gave you of all the projects that he's been responsible for making the selection you'll see that Associated Engineering has received \$22,000 worth of work out of over \$2 million worth of work. If anybody here is interested in saving money, you should be interested in saving a little money. If I'm going to go outside the City of Jonesboro, or if I'm going to go traveling and put people up in hotels, or I'm going to establish a branch office, then I'm going to have to add the cost. You and I have talked about this, Mayor Perrin. We've talked about what those proposals show. At least one-third is what it comes out to be more when you're working in that condition than as you are if all of your employees live within 20 miles of your office, and have all of their life. You're looking at \$2 million worth of work there and one-third of it is because of excess costs their entitled to. What is one-third of \$2 million? That's how much money Mr. Light has sent out of Jonesboro over the last few years that that project covers.

I questioned Mr. Light about how he selects engineers. At that time, there was no selection process. That one sheet shows you date-by-date how I questioned him about Caraway Road. It was Mr. Light and two of his employees who sat down in a room and took no notes. I have seen no grading forms on that. I don't know who was ranked number four, but when he ranked one, two, and three, he sat there and told me that he wasn't going to pick two or three because he knew it on the front end because of mistakes they've made before. I said, so you've chosen Pickering Firm to do the project. Mr. Light said yes. Well, actually he didn't respond to that question put like that. I came to Mayor Perrin and he said that didn't sound right to him and that he

would look into it. Do you remember that? We tried to give them some surveying to try to build the job and not do it all at one time and tried to get some on-call work. The next thing I hear, the job is headed to City Council for approval. I think it was for \$288,000. I immediately FOIA'd everything. I didn't come talk to Mayor Perrin, but I should have. I FOIA'd information, but never received all of it. I got some of it. Thank you. Suddenly, the cost dropped \$50,000 before it got to the City Council. I asked Mr. Ockert what happened, and he said the day after your FOIA was received that Mr. Light negotiated \$50,000 out of the contract. That is pretty loose money as far as I'm concerned, and I can tell you that \$50,000 means something to me. Six hundred thousand dollars means something to this city. It should mean something to this city. You didn't build that cut through out by Academy Sports because it was going to cost \$230,000. You could have built three of them. Six hundred thousand dollars is a lot of money that Mr. Light is sending out of Jonesboro.

If it was just getting even with me, then we could sit here all day long and I could tell you the reasons he's trying to get even with me. If it was just me being paid back and it was just teaching me a lesson, that's fine, but he's hurting the other engineers in this town. All these engineers in Jonesboro want to do is go to work, do good work, raise their families, go to church, and build a community and keep every penny in Jonesboro. That's all they want. They don't want to come up here like me and make waves. I don't want to be up here. I'm embarrassed. I'm frustrated, but sometimes, you have to do things that you don't want to do. I can't expect those people to do what I'm doing.

If you look at the names on that tabulation, you tell me what a building inspector knows about hiring an engineer for a bike trail. He may be an expert in it. I don't know. I don't know what discussion took place in that meeting and neither do you. No one was interviewed. The selected firm gave you a three-page contract that looks nothing like any contract I have ever seen that you're going to send to ArDOT for federal money. I'm assuming that has federal money in it. Am I right? Mayor Perrin said yes. Mr. Cameron said that contract, I'll bet you, will not fly through the Federal Highway Administration or ArDOT. It has so many pieces missing from ones I have seen before, but you'll have to deal with that. The selection of it embarrasses me and makes me think, after working in this town for approximately 40 years, am I number 16. Is Mr. Easley, who's the best engineer I've seen since Sam Smith, number 16? Our company is owned by Ms. Christina Huffmaster, Mr. Easley, and Mr. Patrick Lindley. I am on my way out trying to get my stock signed over to them so I can get out of here. They are good people. They work in their churches, but they're not going to come and stand up here and gripe about being left out. They don't go crying over spilled milk, and if it was only spilled milk and it was just me being put down, I'd take it on the chin and I'd go and do something else, but besides that, you're letting a lot of money leave Jonesboro. Mr. Foster, I'm sorry to be talking about you, but I don't think that you can sit up here and argue about the fact that it costs more to have a branch office and the profits going to Memphis, and the travel involved in it because I've looked at your proposals and I can tell. It's just a fact. Now, if we're incompetent in Jonesboro and there's not a good engineer in Jonesboro. We're not building nuclear power plants. We're building sidewalks. We're building streets, and I've built them all over Jonesboro as an engineer and a contractor. Mr. Easley has built the largest residential development and he's been the engineer on Sage Meadows and Turtle Creek Mall. It's not as if we haven't done this work before, and if we haven't done it before, go get somebody who has. I've taken up a lot of your time and I'll answer any questions. I wanted to avoid this. I wanted it not to be this way. I don't like it. I'm proud of you, Mayor Perrin. I'm proud of this city. Thank you for your time.

Mike Foster said I do want to comment on one thing Mr. Cameron said. I'm not going to get involved with the selection process per se, but we were selected for the Caraway Road project, and the \$50,000 he's referring to is that the city wanted to get the contract down from the \$288,000 or \$287,000 to around the \$250,000 mark. Mr. Light and I sat down and looked and there was no fat in the contract so we actually cut scope from the contract to get down to the dollar amount, which was that \$50,000. It wasn't a matter of saying that we just needed to cut it and we cut fat. There was a scope reduction.

Mr. Andy Davis, 1700 Dupwe Drive, said mine is a little more simple today. This is something I have been looking at for a couple months now. I do feel like transparency is important, but what I also feel like is important is that the City Council is involved with this process. I noticed that none of the committees going forward were required to have a City Council member on them. I feel like stuff like that should be involved. I feel like any of these proposals or bids need to go before the City Council. The argument can be said that we hire people for this stuff, but I hired you. I didn't hire those people. I cannot remove them from their positions. If you all aren't doing what I expect of you then I can do a campaign and get somebody in here who is going to do what's right. With that being said, I just want to say that I feel like this should be tabled and the committee, with both relevant and qualified experience, should look at this matter. Thank you.

Councilmember Mitch Johnson said it just seems to me like we keep going around in circles about these different things and it keeps going back to the fact that, once again, as Mr. Ockert and several people said, are we not interviewing these people. Are we just looking at what is in that book and then choosing three people to negotiate? We have a special meeting here and it's obvious that this thing needs work and it's obvious that this selection process is, for a lack of words, apparently it's pretty sorry in the process that's being done. However, we're going to leave this meeting and say we need to discuss this further. We spent several meetings having, if you call it a work session, to discuss rules and procedures for the City Council. It's obvious we need to sit down and do that same process ourselves and work with whoever to actually come up with a good policy and procedure to get this implemented.

Councilmember Dr. Charles Coleman said if we table this, can this council do that? Councilmember Vance said can the council do what? Councilmember Dr. Coleman said to go over this process and to make this process better with the inclusion of the engineering, engineering department, and whoever. Councilmember Vance said there's no doubt in my mind that we can make the process better, but can we make it perfect, no. Councilmember Dr. Coleman said I'm just asking the question.

Councilmember Johnson said it just seems like it's going to be up to us to forward something to the council when the process is decided here, yet we're not involved in helping make this decision. We're just getting these things thrown at us and then we say, well this is not perfect. Let's study it some more. So, we need, as a committee since it comes to us first, to be involved in some kind of process to work this out before it's even considered to go forward to the council.

Councilmember Vance said I might suggest that we let Mr. Ockert be the focal point and do the writing of this. He could counsel with each of us on this committee to get our ideas and make sure, maybe even run it by each of us individually, before we bring it back before this committee that is if we table it. I like some of the things Mr. Ockert said and I like some of the things Mr. Cameron has said. I think the request for proposal would be much better than the way we are currently doing it because as Mr.

Ockert said he's reading 150 pages on one of the SOQs when he might be reading 15 pages on a request for proposal.

Chairmember Street said the letter of intent would help a lot because if you specialize in water parks then you're not going to submit an LOI for a bike path. So, that will narrow it down just by itself. Once you get those, you can sift through them a little more. I'm glad to hear them talking about interviews. I hate to keep going back to it, but when we did the detention ponds, and Councilmember Moore you were on Public Works, we interviewed every firm that was hired by the city. We vetted everything when we got those firms in and talked to them, and that's just how it was done.

Councilmember Vance said under the previous Mayor, I wasn't on the council at that time, but I was presenting to the committee, rather than to the individuals and the staff, which again, as it's been pointed out may give us some liability if we do that, but that's the way it was done previously. Councilmember Street said we had the staff there. They were there to assist us. Councilmember Vance said they were, but it was a council function and not a staff function. Councilmember Street said I think that I'm probably as qualified to make a selection as the grants writer, and maybe more so. Councilmember Vance said I'm not pushing for us to be the committee or a part of the committee. I am definitely not pushing that because we have enough work as it is, but we do have to perform the oversight of it. We have to make sure the procedures and the rules are correct and then we have to see the results and make sure those rules and procedures are followed. Councilmember Street said I agree. That maintains open transparency and conduct of business.

Mr. Ockert said I would be glad to be a part of a working committee to work on this with any or all of the committee members. I don't think I can do that one at a time without circumventing the FOIA law and that's something that I prefer not to do. So, if you want to set a working session, we'll be glad to do that and we can sit down and do whatever needs to be done. Councilmember Vance said if we do it in a working session, let's make sure we don't get backed into the same corner we did on our council rules because the way we did it, we were lambasted that it wasn't made public. I don't know why anybody would come and want to sit in on one of those working sessions, because there is not anything to hide there or anything to see there. Councilmember Vance said I'd like to make the motion that we table this indefinitely and let Mr. Ockert chair a committee that would be a working committee that puts this thing back together and gives us some of the things we talked about today, and there's probably other things that need to be incorporated in it.

Councilmember Moore said I'll second Councilmember Vance's motion, but before we do and while we're still having conversation, I'm kind of in the vein of Councilmember Johnson. I think before a proposal comes to this committee to be considered, it needs to be vetted by the local engineers. It should be hashed out with Mr. Ockert and the local engineers. You wouldn't come and change all the rules to govern how plumbing is done without consulting the plumbers first and then at least have a consensus amongst the engineers before it comes to a committee for final tweaking. Otherwise, you're just doomed to fail. Councilmember Street said I concur. That makes a lot of sense. Councilmember Vance said they could be a part of this working session committee. Councilmember Moore said if you asked me, Councilmember Johnson, and Councilmember Ann Williams to come up with a set of rules that govern engineers, I think you're just doomed to fail. Councilmember Vance said you're selecting engineers, but it's the process of selection. Councilmember Moore said I'm not talking about when it gets to the selection process. I'm talking about the underlying rules or the process we're going to use to get to the selection process. I'm not qualified to do that.

Mr. Cameron said I think maybe it's not as complicated as you feel like right now. Pretty well, the methodology, the procedures and the policies are really common to the industry. In this case, Mr. Ockert has not written them to reflect, and I don't mean to be speaking for Mr. Ockert, but what I see a problem with is that you're trying to distinguish between over \$2 million and under \$2 million, and under \$20,000, and what method do you use for one versus the other. If you're going to give the responsibility to Mr. Light to pick and choose any engineer or surveyor he wants with a fee under \$20,000, then so be it. I think the last time I saw a report he picks eight a year. You're going to give him the opportunity to choose or spend up to \$750,000 on projects, but that's your prerogative. If you want Mr. Light doing that, then that's fine, but anything over the purchase order amount of \$20,000 should be one procedure. That might take you a little bit of time, but I'm telling you, with planning, you can make it where it's not that cumbersome. You have nine projects that you're trying to get out and one or two that you've already gotten out. You take from the \$20,000 threshold, where Mr. Light can just choose whomever he wants, to anything above and you have one procedure and it's pretty well spelled out. I figure I've given that part of the business of the city up. When you look at the \$2 million and above, there is a procedure, and if Mayor Perrin would chair the committee and save this kind of money leaving town, it's not as huge as it may seem.

Councilmember Street said we have a motion and a second to postpone this indefinitely and let Mr. Ockert head up a working committee to refine this. Is that the pleasure of the committee? Councilmember Johnson said I would hope in this process that it's resolved fairly quickly and it's not something that drags out because we have projects sitting there and projects that have to be decided on. So, if there is a way that we can actually find qualified people and save the city money, then the quicker we can expedite this the better off we can be. Chairmember Street said I think it's a good idea if Mr. Ockert would get with engineers first in the community and start the meeting with that. Get the ground rules established, and then come back to this. That should be pretty easy.

Mayor Perrin said this has been ongoing for the last 30, 60, or 90 days. I will say this and it's not because Mr. Ockert works for me and works with me, but he's done a pretty good job up to this point, and I think even Mr. Cameron would agree with that. I think it just needs a fine tune on what you just saw today. I want to make it very clear that this administration totally and firmly believes in transparency. On this process, I really agree on the interview. The reason I say that is because I've been Mayor 11 years, but also on the council almost 15 years, and we went through one of the biggest projects I've ever seen in my life on Turtle Creek Mall. I learned a great deal by listening to those people as they came in and made their presentations. We brought people in from Nashville and many other places for Turtle Creek Mall, and that was a huge, big cluster, but it took us time to go through that and those meetings to find out exactly what we done. If I'm not mistaken, I think the former Mayor even fired an engineering firm when they were in Texas on a project. My job as Mayor is to make sure it's done right, that's it's open and transparent, and that's the way it will be. I appreciate you all appointing Mr. Ockert to do that, and I think you all know him well enough to know that he's going to go through this thing word by word and line by line.

Chairmember Street said you're absolutely right. Mayor Perrin said I would hope the interview is incorporated in the new process because there are just things you'll say or pick up on in the interview that may or may not be in a letter. Mr. Keith Inman, reporter for The Sun, can tell you because he sat there with us through a lot of those on Saturdays and he was bored to tears, but it's an important part of the process and that's our job.

A motion was made by Councilperson Gene Vance, seconded by Councilperson Chris Moore, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 4 - Gene Vance; Mitch Johnson; Chris Moore and Charles Coleman

Absent: 2 - LJ Bryant and Ann Williams

4. Pending Items

[RES-19:030](#)

AN ORDINANCE ADOPTING BY REFERENCE THE GUIDELINES FOR THE SELECTION OF PROFESSIONAL SERVICE PROVIDERS FOR THE CITY OF JONESBORO

Sponsors: Mayor's Office

Attachments: [Prof serv, Const. \\$2 mil+2-15-19.docx](#)
[Prof serv, Const. under \\$2 mil 2-14-19.docx](#)
[Prof serv, Financial, other 2-14-19.docx](#)
[Prof serv, Legal services 2-14-19.docx](#)

Chairmember John Street said this was erroneously placed on Legistar as a resolution, but it is an ordinance. We need to do away with this to start with.

A motion was made by Councilperson Gene Vance, seconded by Councilperson Chris Moore, that this matter be Postponed Indefinitely. The motion PASSED with the following vote.

Aye: 4 - Gene Vance; Mitch Johnson; Chris Moore and Charles Coleman

Absent: 2 - LJ Bryant and Ann Williams

5. Adjournment

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson Gene Vance, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 4 - Gene Vance; Mitch Johnson; Chris Moore and Charles Coleman

Absent: 2 - LJ Bryant and Ann Williams



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-19:042 **Version:** 1 **Name:** Minutes for the Public Works Council Committee meeting on April 30, 2019
Type: Minutes **Status:** To Be Introduced
File created: 5/2/2019 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Council Committee meeting on April 30, 2019
Sponsors:
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Attachments: [Minutes 043019](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Council Committee meeting on April 30, 2019



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, April 30, 2019

4:30 PM

Municipal Center

SPECIAL CALLED MEETING

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

Present 6 - Gene Vance; Mitch Johnson; John Street; Charles Coleman; LJ Bryant and Ann Williams

Absent 1 - Chris Moore

3. Other Business

[COM-19:029](#)

DISCUSSION OF THE GUIDELINES FOR PROFESSIONAL SERVICE PROVIDERS FOR THE CITY OF JONESBORO

Attachments: [Construction revision 4-25-19.docx](#)
 [Construction revision 4-29-19.docx](#)

Roy Ockert, interim Chief of Staff, said I have handed out the latest revision and I distributed a combined policy to all of you earlier last week. I want to give you a little bit of background. The two policies we had were prepared by the Engineering Department last year and we believe they complied with state law, but it occurred to me what needed to be done was to combine those two, if possible, into one policy that would cover all construction projects. In effect, what I did was put together a policy that basically followed the procedure that is prescribed for projects of \$2 million or more for everything over \$20,000 or more and a fee. In effect, we're creating a process that will take longer to accomplish selection, probably from 45 days to about 60 to 70 days, but it will give each selection committee more information and more relevant information to make their selection. That's what I tried to accomplish in combining these two into one. I invited feedback and I have had some feedback. The latest version I have given out incorporates some of that feedback into it. I wanted to go over the changes that I made to what I distributed to you earlier and since this is a working session, you all may want to entertain other changes, as well. I thought the proposed changes that were made are helpful. There is only one change on Page 1, in yellow, and it was suggested to us previously regarding Mr. Dennis Zolper's ordinance, last year, that we did not need to ask for a list of all projects, but we're asking for a list of substantial projects. We could specify an amount, but I didn't think that was necessary because this is really up to each company as to what projects they think are substantial. We wouldn't disqualify anybody for not listing all of their projects anyway, or certain ones. That is the only change on Page 1.

On Page 2, we get into the project in which the professional fee is expected to be \$20,000 or more. The process changes from using Statements of Qualifications,

SOQs, as the basis for our information to a different process in which we advertise for Letters of Interest, LOIs. I have outlined that the selection committee would include at least four members. The change we made from the previous version is that the Mayor or Chief of Staff would be the chair of the committee. We would suggest that the chair of the Public Works Committee or another member of the City Council, that he might appoint, would be the fourth member. It leaves open the possibility that the Mayor could add a fifth person from any one of those various departments, but we specify that we would have at least four members on the selection committee. In the next paragraph, it states that each person serving should have the expertise necessary to evaluate the documents that are involved in the process, such as SOQs and LOIs, and later on, the proposals themselves. At the bottom of Page 2 on the scoresheet, we are suggesting that they include Form 330 as a requirement for the evaluation process.

On Page 3, what I envision is once we have these LOIs, the committee, for example, is wanting to build a roundabout then we get the LOIs from everybody who thinks they can build a roundabout. We eliminate maybe half, maybe two-thirds, or maybe none, but we look at those companies that we think could build a roundabout. There would be at least three, but there could be more. That would be the basis for going forward. We would do the scoresheets and we would then go on to the next step, which is a Request for Proposals, RFPs. This is where it gets a little more complicated and, for the consultants, it gets more expensive. All of those firms from three to however many there are would be invited to submit a proposal. We would give them a detailed scope of work document that includes these five items and they would have approximately 10 working days, which is a number I'm not positive about, but 10 working days is what I have or maybe it needs to be 15. Somebody else could tell us better as to what that should be, but we give those firms a certain time-period to produce their proposals. Now, if there are 10 firms that we invite to submit proposals and only five of them do, then that's fine. This process is going to be expensive for the firms that submit proposals. They are going to have to spend \$2,000, \$3,000, or \$4,000 to do this, but we get more information that is project specific. From my standpoint as a member of the selection committee, I believe we'd have enough information to go forward, and we would also have an interview. Once we've had a time-period where the selection committee could review those proposals, and that's probably going to be at least another five days. We would need time to review the proposals and then we'd set interviews based on the five evaluation factors I have listed below. We would then evaluate that and add the points we have to the previous point total that we had for LOIs. That would be a total of 100 points. The committee would narrow it down to three firms and then rank those three. That makes it a three-step process in order to get that done, and my estimate is that it is going to take 60 to 65 days. At the bottom of the page, we are changing that we want the Engineering Department to prepare the draft contract in consultation with the consulting firm. I think previously we said that the consulting firm would prepare the contract and in reality, that's the way it is done anyway.

On Page 4, we're just making a couple of corrections. Under number one, we said LOIs and really meant the submitted RFPs or proposals. The last paragraph is changed to confirm that the city prepares the final contract and submits it to the consulting firm, rather than the other way around. Those are my suggested changes in response to feedback we have heard and I submit that to you Chairmember Street, as to where we stand right now.

Councilmember Gene Vance asked, after the RFPs, how many are you going interview? I didn't quite understand. Mr. Ockert said any number that submit a proposal. Councilmember Vance said so you're going to interview everybody. City

Attorney Carol Duncan said up to five. Mr. Ockert said if five present a proposal, then we will interview five. Mr. Duncan said I think up to \$2 million it's up to five, but I'm looking for it to follow up. I don't think you can go over five if it's over \$2 million. Mr. Ockert said \$2 million is out now. Ms. Duncan said I'm talking about under state law. Mr. Ockert said I understand the state law, but state law says three to five, I think. Ms. Duncan said right, but no more than five. So, it wouldn't be unlimited is what I'm saying. Councilmember Vance said I just wanted to make sure I understood that we were going to interview more than one. Mr. Ockert said we might have to alter that to say three to five.

Chairmember Street said I really like what you have here and those changes aren't real substantial, but they do clarify some of the concerns that one of the surveyors originally had a problem with regarding submitting every bit of his work experience. So, letting him submit the substantial jobs he feels are appropriate is a very good change, along with some of the others you put in here. Would you explain Form 330? You included that on the LOIs. Mr. Ockert said I'd rather one of our engineers explain that. I'm told that it is something that needs to be done in the process, but I'm not sure what it is. Mr. Vance, I just looked it up and the state law does prescribe that it can be no more than five so, we would have to clarify that. Councilmember Vance said so, at least more than one in your proposal. Mr. Ockert said yes. It would be more than one.

Engineering Director Craig Light said the SF 330 Form is a standard form used by the Federal Government when we do highway department projects that require the SOQs to be submitted in that format. It's very user-friendly and puts everybody in the same format when we go to look for things. We'd like it in that format. It would make it much easier to go through the proposals and the qualifications. Councilmember Dr. Charles Coleman asked, did you say state and federal. Mr. Light said I believe it's a federal document, but the state highway department requires it for projects we do through them. Chairmember Street asked if anyone else had questions, suggestions, or changes on what's been presented.

Councilmember Ann Williams said this is kind of a technical question and something we always need to be concerned about, but is there any issue as far as the Freedom of Information Act, FOIA, regarding the meetings of elected officials and committee meetings being public or not? Mr. Ockert said my belief is that the way it is structured, it is an advisory board and the meetings will not be open except as we specify that they are open. I'm suggesting, in here, that the interviews be open. Chairmember Street said I appreciate that. It is my understanding that all the records the committee produces would be open, would be public records and would be preserved as such for some period of time. Councilmember Mitch Johnson said even though it seems like it may slow the selection process down, I really like the whole scope of this how everything is walked through and detailed. I don't think anybody can say that due diligence wasn't done through this whole process.

Councilmember L.J. Bryant asked if Ms. Duncan was fairly comfortable with the FOIA question that Councilmember Williams asked. Ms. Duncan said what we were talking about is that the Arkansas Municipal League and the Attorney General tend to lean more towards two or more constitutes a meeting, but I guess it will depend on if the Mayor or his designee attend because sometimes they count the Mayor and sometimes they don't. We've always kind of followed the rule of three or more. Our general rule has always been that three councilmembers make a meeting, and some places would say that the Mayor counts as that because he can vote to break a tie. I think if the interviews are open then we'll probably be fine because most likely it's going to be the Mayor's designee sitting in as opposed to the actual Mayor. Then it

wouldn't bring up an FOIA question. Chairmember Street said I'm sure it will be advertised and it's not a secret. So, when the interviews are conducted they will be public. That was my big concern. You can do that on any meeting. They can open any meeting that doesn't have two of us in it for the public. This specifies in here that at least the interviews will be conducted in an open, public meeting. I do like that.

Mr. Mike Cameron, 1612 Leaf Cove, said this is purely semantics, but, for instance, on the last page, you all request a request for proposal or RFP, and we, as consultants, respond to the request. On a letter of intent or LOI, you request a letter of intent and we submit a letter of intent. Ms. Duncan asked Mr. Cameron if he was talking about subsection one. Mr. Cameron said there might be a couple others. Ms. Duncan said so, you're saying that the city sends out a request for proposal and requests a letter of intent. Mr. Cameron said yes, but when it is going to end up in an ordinance, to get it right before it's drafted would be handy. Ms. Duncan said okay.

Councilmember Bryant said on Page 2, it is talking about at least four members and it seems like in point three that, seemingly, the Mayor could designate an unlimited number of people, including one from each department. Would that be possible or am I not thinking through that correctly? Councilmember Dr. Coleman said when you said departments, what are you talking about. Councilmember Bryant said it says here that a representative of at least one of the following departments and it says the Mayor will designate which departments. So, is it clear there that the Mayor is only going to designate one person from one department, not seemingly maybe multiple people from different departments? Mr. Ockert said well, it might not be clear enough. What I'm trying to do is leave it open to add a fifth person on a committee if the Mayor decides that we need five for some reason, but that's not necessary. I kept it to four. We dropped back from having two from different departments. The previous suggestion we had was that the committee include at least three departments represented.

Councilmember Dr. Coleman said in the selection committee, and I guess I'm just asking because it bothers me, you're selecting individuals who have no background in engineering and technology and just somebody from a department just to be on a committee that has no background on this type of information. How is that going to happen? Mr. Ockert said well, I have no background as an engineer and I've been on three committees, so far. You can either have engineers on there or you can have somebody who is not an engineer. You can't really do it both ways. We have a mixture of one engineer and three non-engineers, but that's how you all want to set the committees. I haven't been a you all yet, so I don't know what you're talking about. Mr. Ockert said I think what you need is somebody who is conscientious enough to do their homework. Councilmember Dr. Coleman said okay. Councilmember Vance said with the Form 330 within the LOI and then specific responses to an RFP, that's going to help the layman from that other department to understand what is going on. I think you do have it, and it may need to be reworded, but you do have it up in the top where it says at least four members with no more than one from a city department. So, I don't see there being three from one department on the committee the way you say it here. Mr. Ockert said I think it's important for us to include an engineer on there because there are some things that are going to have to be interpreted, and we've reserved to have one engineer on every committee. Chairmember Street said the city engineer or a designated engineer from engineering would be your source for expertise, but you may want to have a department head from parks if it's a project involving the parks department or related projects. They might be able to contribute a lot to the committee.

Councilmember Vance said if I remember right, we were looking at several different

professionals, which would include attorneys, land surveyors, and architects, and we were talking, or it was proposed, at one time, to have a member of the department that was involved with that particular project and then other representatives from the city from other departments. So, that's kind of why I think it has evolved this way, but I do think that if it's architectural selection for a parks process that there should be a representative from the parks along with other representatives as named by the Mayor. Chairmember Street said that makes sense and that's logical. Councilmember Vance said we have to leave it at least somewhat loose for the Mayor to appoint the committee. Mr. Ockert said the project manager would ordinarily be the director of parks if it were a parks project. Chairmember Street said there might be some gray areas, but that gives the Mayor some leeway in deciding who's actually best to sit on that committee for that project.

Councilmember Vance asked if this was going to be an ordinance or a resolution. Mr. Ockert said we have an ordinance before you that would adopt this by reference. We had two previous policies that would have adopted by reference. What I'm proposing is to substitute this for those two, but the ordinance would adopt this by reference and that would then be in the City Clerk's office. Rather than have four pages added to the ordinance, that was our idea. We also have two other policies that would be adopted by ordinance. Ms. Duncan said the cost is quite excessive if you don't adopt it by reference. That was part of the problem. Councilmember Vance said I'm aware of that, but it is an ordinance. Ms. Duncan said it's an ordinance and we still have the one for legal, accounting, and all of that, which would also be attached as a separate. Councilmember Vance said you say this would be available in the City Clerk's office, but would it be available on the website? Mr. Ockert said I would hope so. I would certainly ask that it be available, and, as I understand it, if we then wanted to make a change we're going to have to amend the ordinance. Is that correct? Ms. Duncan said that's correct. The reference to it being in the City Clerk's office is just the adoption by reference procedure. Once it's adopted, it will be on the website, and probably once it's pending, it'll be in Legistar on the website.

Chairmember Street asked the committee what they thought about taking this and studying it a little more, unless they had some major changes, and then bring it back to Public Works. Ms. Duncan said in the form of an ordinance. Councilmember Vance said I make a motion that we table this until the next Public Works meeting on May 7, and at that time be prepared to either amend or pass it the way it is, seconded by Councilmember Ann Williams. Chairmember Street said I have a motion and a second to postpone temporarily until the next Public Works meeting on May 7 to make final changes or adopt and forward to the City Council. All voted aye.

Read

4. Adjournment

A motion was made by Councilperson Mitch Johnson, seconded by Councilperson LJ Bryant, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 5 - Gene Vance; Mitch Johnson; Charles Coleman; LJ Bryant and Ann Williams

Absent: 1 - Chris Moore



Legislation Details (With Text)

File #:	RES-19:036	Version:	1	Name:	OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 703 N PATRICK STREET (TRACT 6), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK
Type:	Resolution	Status:			To Be Introduced
File created:	4/3/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 703 N PATRICK STREET (TRACT 6), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Offer and Acceptance - Tract 6				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 703 N PATRICK STREET (TRACT 6), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining a city sidewalk:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°57'39" EAST, ALONG THE WEST LINE OF SAID SECTION 07, 499.00 FEET; THENCE SOUTH 89°40'39" WEST, LEAVING SAID WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 89°40'39" WEST, 20.01 FEET; THENCE NORTH 00°57'39" EAST, 209.00 FEET; THENCE NORTH 89°40'39" EAST, 20.01 FEET; THENCE SOUTH 00°57'39" WEST, 209.00 FEET, CONTAINING 0.10 ACRES (4,180 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD

WHEREAS, an Offer has been made and accepted to the sell the above described right-of-way for the price of \$4,800.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

TRACT 6

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION:**

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°57'39" EAST, ALONG THE WEST LINE OF SAID SECTION 07, 499.00 FEET; THENCE SOUTH 89°40'39" WEST, LEAVING SAID WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 89°40'39" WEST, 20.01 FEET; THENCE NORTH 00°57'39" EAST, 209.00 FEET; THENCE NORTH 89°40'39" EAST, 20.01 FEET; THENCE SOUTH 00°57'39" WEST, 209.00 FEET, CONTAINING 0.10 ACRES (4,180 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of four thousand eight hundred dollars **(\$4,800.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor

Date: _____

ATTEST

City Clerk

SELLER

Name: Wanda Presley

Date: _____

Name: Roger Presley

Date: 3-28-19

Jimmy Presley
Roger Presley
Dwight Presley



Legislation Details (With Text)

File #:	RES-19:039	Version:	1	Name:	OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 605 N PATRICK STREET (TRACT 5), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK
Type:	Resolution	Status:			To Be Introduced
File created:	4/4/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 605 N PATRICK STREET (TRACT 5), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Offer and Acceptance - Tract 5				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 605 N PATRICK STREET (TRACT 5), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining a city sidewalk:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°57'39" EAST, ALONG THE WEST LINE OF SAID SECTION 07, 399.00 FEET; THENCE SOUTH 89°40'39" WEST, LEAVING SAID WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 89°40'39" WEST, 15.00 FEET; THENCE NORTH 00°57'39" EAST, 100.00 FEET; THENCE NORTH 89°40'39" EAST, 15.00 FEET; THENCE SOUTH 00°57'39" WEST, 100.00 FEET, CONTAINING 0.03 ACRES (1,500 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described right-of-way for the price of \$1,700.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION:**

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°57'39" EAST, ALONG THE WEST LINE OF SAID SECTION 07, 399.00 FEET; THENCE SOUTH 89°40'39" WEST, LEAVING SAID WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 89°40'39" WEST, 15.00 FEET; THENCE NORTH 00°57'39" EAST, 100.00 FEET; THENCE NORTH 89°40'39" EAST, 15.00 FEET; THENCE SOUTH 00°57'39" WEST, 100.00 FEET, CONTAINING 0.03 ACRES (1,500 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand seven hundred dollars (**\$1,700.00**).

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor

Date: _____

ATTEST

City Clerk

SELLER

Name: Bert J. McClure

Date: 4-4-19

Name: Laure L. McClure

Date: 4-4-2019



Legislation Details (With Text)

File #:	RES-19:040	Version:	1	Name:	OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 601 N PATRICK STREET (TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK
Type:	Resolution	Status:			To Be Introduced
File created:	4/5/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 601 N PATRICK STREET (TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Offer and Acceptance - Tract 4				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY LOCATED AT 601 N PATRICK STREET (TRACT 4), JONESBORO, ARKANSAS FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING A CITY SIDEWALK

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining a city sidewalk:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°57'39" EAST, ALONG THE WEST LINE OF SAID SECTION 07, 290.00 FEET; THENCE SOUTH 89°40'39" WEST, LEAVING SAID WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 89°40'39" WEST, 10.00 FEET; THENCE NORTH 00°57'39" EAST, 109.00 FEET; THENCE NORTH 89°40'39" EAST, 10.00 FEET; THENCE SOUTH 00°57'39" WEST, 109.00 FEET, CONTAINING 0.03 ACRES (1,090 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described right-of-way for the price of \$1,300.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION:**

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 07, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°57'39" EAST, ALONG THE WEST LINE OF SAID SECTION 07, 290.00 FEET; THENCE SOUTH 89°40'39" WEST, LEAVING SAID WEST LINE, 15.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 89°40'39" WEST, 10.00 FEET; THENCE NORTH 00°57'39" EAST, 109.00 FEET; THENCE NORTH 89°40'39" EAST, 10.00 FEET; THENCE SOUTH 00°57'39" WEST, 109.00 FEET, CONTAINING 0.03 ACRES (1,090 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand three hundred dollars **(\$1,300.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by Dedication Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

SELLER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Name: Dustin Raska

Title: _____ Mayor

Date: 4/5/19

Date: _____

Name: _____

ATTEST

Date: _____

City Clerk



Legislation Details (With Text)

File #:	RES-19:041	Version:	1	Name:	REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY OWNED PROPERTY
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	4/5/2019	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY OWNED PROPERTY				
Sponsors:	Mayor's Office, Building Maintenance				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR CITY OWNED PROPERTY

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities at the following location:

City owned park at 737 W. Cherry A,B,C

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That City Water and Light requested by this resolution to provide free utilities to the location listed above.

Section 2: To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

File #:	RES-19:051	Version:	2	Name:	CONTRACT WITH GILLIS, INC. FOR THE BOWLING LANE AND HILL DRIVE STREET IMPROVEMENTS PROJECT (2019:21)
Type:	Resolution	Status:			To Be Introduced
File created:	4/26/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE BOWLING LANE AND HILL DRIVE STREET IMPROVEMENTS PROJECT (2019:21)				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Bid Tab Contract Documents 2019 21				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GILLIS, INC. FOR THE BOWLING LANE AND HILL DRIVE STREET IMPROVEMENTS PROJECT (2019:21)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the above referenced project; and

WHEREAS, the low bidder and the firm selected for the project is Gillis, Inc.; and

WHEREAS, funding for the execution of the contract shall come from the Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract for the Bowling Lane and Hill Drive Street Improvements Project with Gillis, Inc.

Section 2. That funding for the execution of the contract shall come from Capital Improvement budget and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



Budgeted Amount

Opened by
Tabulated by

S A Kent
T Cooper

Bid #: 2019:21
Date: 4/24/2019

DIVISIONS/DEPARTEMENT: Engineering	API	Gillis Inc	Meadows Contractors	Shannon Kee	Sugg	
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.						

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
Bowling Ln & Hill Drive												
1	1	Clearing & Grubbing	16,000.00	\$16,000.00	10,500.00	\$10,500.00	10,000.00	\$10,000.00	3,000.00	\$3,000.00	5,000.00	\$5,000.00
2	1	R&D Trees	2,500.00	\$2,500.00	16,000.00	\$16,000.00	12,000.00	\$12,000.00	3,000.00	\$3,000.00	20,000.00	\$20,000.00
3	89	R&D Curb & Gutter	6.00	\$534.00	12.00	\$1,068.00	6.00	\$534.00	5.00	\$445.00	12.00	\$1,068.00
4	322	R&D Fence	2.50	\$805.00	2.50	\$805.00	2.00	\$644.00	3.50	\$1,127.00	2.00	\$644.00
5	191	R&D Asphalt Pavement	10.00	\$1,910.00	10.00	\$1,910.00	3.00	\$573.00	15.00	\$2,865.00	3.30	\$630.30
6	39	R&D Concrete Pavement	15.00	\$585.00	10.00	\$390.00	10.00	\$390.00	8.00	\$312.00	35.00	\$1,365.00
7	3	R&D Pipe Culverts	750.00	\$2,250.00	250.00	\$750.00	250.00	\$750.00	450.00	\$1,350.00	300.00	\$900.00
8	2	Relocate Column w/ light	250.00	\$500.00	500.00	\$1,000.00	150.00	\$300.00	1,000.00	\$2,000.00	500.00	\$1,000.00
9	5	Relocate signs	200.00	\$1,000.00	200.00	\$1,000.00	100.00	\$500.00	50.00	\$250.00	100.00	\$500.00
10	2089	Compacted Embankment	12.50	\$26,112.50	11.00	\$22,979.00	12.00	\$25,068.00	11.50	\$24,023.50	12.00	\$25,068.00
11	1826	Unclassified excavation	8.50	\$15,521.00	9.00	\$16,434.00	16.00	\$29,216.00	4.25	\$7,760.50	10.00	\$18,260.00
12	646	Asphalt leveling Course	80.75	\$52,164.50	86.00	\$55,556.00	82.00	\$52,972.00	98.00	\$63,308.00	90.00	\$58,140.00
13	1038	Aggregate Base course	23.50	\$24,393.00	25.00	\$25,950.00	25.00	\$25,950.00	25.00	\$25,950.00	23.00	\$23,874.00
14	681	Asphalt surface course	80.75	\$54,990.75	86.00	\$58,566.00	82.00	\$55,842.00	98.00	\$66,738.00	90.00	\$61,290.00
15	640	P.C. concrete driveway	42.00	\$26,880.00	40.50	\$25,920.00	49.00	\$31,360.00	45.00	\$28,800.00	60.00	\$38,400.00
16	1	Mobilization	10,200.00	\$10,200.00	5,000.00	\$5,000.00	10,500.00	\$10,500.00	10,000.00	\$10,000.00	23,500.00	\$23,500.00
17	1	Maintenance of traffic	8,600.00	\$8,600.00	3,000.00	\$3,000.00	12,000.00	\$12,000.00	3,000.00	\$3,000.00	20.00	\$20.00
18	132	Signs	7.50	\$990.00	15.00	\$1,980.00	15.00	\$1,980.00	25.00	\$3,300.00	7.00	\$924.00
19	40	Traffic drums	25.00	\$1,000.00	75.00	\$3,000.00	50.00	\$2,000.00	50.00	\$2,000.00	20.00	\$800.00
20	4	Barricades	200.00	\$800.00	125.00	\$500.00	225.00	\$900.00	200.00	\$800.00	180.00	\$720.00
21	330	18" RC Pipe culvert	65.00	\$21,450.00	35.00	\$11,550.00	42.00	\$13,860.00	27.50	\$9,075.00	34.00	\$11,220.00
22	2	18" RC flared end section	600.00	\$1,200.00	650.00	\$1,300.00	505.00	\$1,010.00	525.00	\$1,050.00	500.00	\$1,000.00
23	102	36"x24" RC box culvert	225.00	\$22,950.00	200.00	\$20,400.00	230.00	\$23,460.00	219.00	\$22,338.00	370.80	\$37,821.60
24	2	Curb Inlet (Type A)	2,500.00	\$5,000.00	3,000.00	\$6,000.00	3,019.00	\$6,038.00	3,500.00	\$7,000.00	3,000.00	\$6,000.00
25	1	Curb Inlet (6' x 4')	1,800.00	\$1,800.00	4,000.00	\$4,000.00	3,405.00	\$3,405.00	3,762.00	\$3,762.00	4,000.00	\$4,000.00
26	1	Curb Inlet (6' x 9')	2,000.00	\$2,000.00	5,800.00	\$5,800.00	5,144.00	\$5,144.00	6,900.00	\$6,900.00	5,000.00	\$5,000.00
27	2	Curb Inlet (9' x 4')	2,200.00	\$4,400.00	4,900.00	\$9,800.00	4,794.00	\$9,588.00	6,500.00	\$13,000.00	5,000.00	\$10,000.00
28	0.25	Seeding	1,400.00	\$350.00	5,000.00	\$1,250.00	4,840.00	\$1,210.00	4,600.00	\$1,150.00	1,500.00	\$375.00
29	170	Drop Inlet Silk Fence	11.50	\$1,955.00	10.00	\$1,700.00	14.00	\$2,380.00	13.00	\$2,210.00	5.00	\$850.00
30	3446	Silt Fence	3.75	\$12,922.50	3.00	\$10,338.00	3.00	\$10,338.00	3.00	\$10,338.00	3.50	\$12,061.00
31	2240	Solid Sodding	4.45	\$9,968.00	4.25	\$9,520.00	5.00	\$11,200.00	5.25	\$11,760.00	3.50	\$7,840.00
32	1994	Concrete walk	44.00	\$87,736.00	36.00	\$71,784.00	45.00	\$89,730.00	45.00	\$89,730.00	45.00	\$89,730.00



Specifications

For

**Bowling Lane and Hill Drive
Street Improvements**

(Bid #2019:21)
Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

P.O. Box 1845 ■ 300 South Church Street ■ Jonesboro, AR 72403 ■ 870.932.2438

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the Bowling Lane and Hill Drive Street Improvements will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on April 24, 2019 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required for street improvements to Bowling Lane and Hill Drive. All Submissions shall be annotated on the outside of the envelope with the bid number 2019:21.

The project consists of the widening Bowling Lane and Hill Drive from University Heights School to Kimberly Drive.

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

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

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

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401 and may be secured at the cost of \$25.00 Dollars per set from the City of Jonesboro, 300 South Church Street, Jonesboro, Arkansas 72401. No refunds will be made. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on "Purchasing" at www.jonesboro.org.

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

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

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Bowling Lane and Hill Drive Street Improvements, Bid Number 2019:21 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

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

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other

Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the

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

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

16. SURVEY CONSTRUCTION LAYOUT

Will be the responsibility of the Contractor.

III. PROPOSAL

Place Jonesboro AR
Date 4-24-19

Proposal of Gillo Inc

a corporation organized and existing under the laws of the State of Arkansas.

or

Proposal of _____

a partnership consisting of _____.

or

Proposal of _____

an individual doing business as _____.

TO: City of Jonesboro

This bid results from your advertisement for bids for the Bowling Lane and Hill Drive Street Improvements.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

_____ Dated _____

_____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is certified check/bid bond (Strike One) in the amount of Five (5) Percent Dollars (\$ 5), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Jackie Biven
(Witness)

1335 E. Parker Rd

Opelika AL 36801
(Address)

Gillis Inc
(Name of Bidder)

By Mitchell Fitts

Mitchell Fitts OFO
(Print Name and Title)

1335 E. Parker Rd

Opelika AL 36801
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Clearing / Grubbing	201	LS	1	\$ <u>10,500.00</u>	\$ <u>10,500.00</u>
2	R&D Trees	202	LS	1	\$ <u>16,000.00</u>	\$ <u>16,000.00</u>
3	R&D Curb and Gutter	202	LF	89	\$ <u>12.00</u>	\$ <u>1068.00</u>
4	R&D Fence	202	LF	322	\$ <u>2.50</u>	\$ <u>805.00</u>
5	R&D Asphalt Pavement	202	SY	191	\$ <u>10.00</u>	\$ <u>1910.00</u>
6	R&D Concrete Pavement	202	SY	39	\$ <u>10.00</u>	\$ <u>390.00</u>
7	R&D Pipe Culverts	202	Each	3	\$ <u>250.00</u>	\$ <u>750.00</u>
8	Relocate Column with Light	202	EA	2	\$ <u>500.00</u>	\$ <u>1000.00</u>
9	Relocate Signs	202	EA	5	\$ <u>200.00</u>	\$ <u>1000.00</u>
10	Compacted Embankment	210	CY	2089	\$ <u>11.00</u>	\$ <u>22,979.00</u>
11	Unclassified Excavation	210	CY	1826	\$ <u>9.00</u>	\$ <u>16,434.00</u>
12	Asphalt Leveling Course	303	TON	646	\$ <u>86.00</u>	\$ <u>55,556.00</u>
13	Aggregate Base Course	303	TON	1038	\$ <u>25.00</u>	\$ <u>25,950.00</u>
14	Asphalt Surface Course	303	TON	681	\$ <u>86.00</u>	\$ <u>58,566.00</u>
15	P.C. Concrete Driveway	505	SY	640	\$ <u>40.50</u>	\$ <u>25,920.00</u>
16	Mobilization	601	LS	1	\$ <u>5000.00</u>	\$ <u>5000.00</u>
17	Maintenance of Traffic	603	LS	1	\$ <u>3000.00</u>	\$ <u>3000.00</u>
18	Signs	604	SF	132	\$ <u>15.00</u>	\$ <u>1980.00</u>

19	Traffic Drums	604	EA	40	<u>\$ 75.00</u>	<u>\$ 3000.00</u>
20	Barricades	604	Each	4	<u>\$ 125.00</u>	<u>\$ 500.00</u>
21	18" RC Pipe Culvert	606	LF	330	<u>\$ 35.00</u>	<u>\$ 11,550.00</u>
22	18" RC Flared End Section	606	EA	2	<u>\$ 650.00</u>	<u>\$ 1300.00</u>
23	36"x24" RC Box Culvert	607	LF	102	<u>\$ 200.00</u>	<u>\$ 20,400.00</u>
24	Curb Inlet (Type A)	609	EA	2	<u>\$ 3000.00</u>	<u>\$ 6000.00</u>
25	Curb Inlet (6' x 4')	609	EA	1	<u>\$ 4000.00</u>	<u>\$ 4000.00</u>
26	Curb Inlet (6' x 9')	609	EA	1	<u>\$ 5800.00</u>	<u>\$ 5800.00</u>
27	Curb Inlet (9' x 4')	609	EA	2	<u>\$ 4900.00</u>	<u>\$ 9800.00</u>
28	Seeding	620	ACRE	0.25	<u>\$ 5000.00</u>	<u>\$ 1250.00</u>
29	Drop Inlet Silt Fence	621	LF	170	<u>\$ 10.00</u>	<u>\$ 1700.00</u>
30	Silt Fence	621	LF	3446	<u>\$ 3.00</u>	<u>\$ 10,338.00</u>
31	Solid Sodding	624	SY	2240	<u>\$ 4.25</u>	<u>\$ 9520.00</u>
32	Concrete Walk	633	SY	1994	<u>\$ 36.00</u>	<u>\$ 71,784.00</u>
33	Retaining Wall at Walk	633	LF	1250	<u>\$ 25.00</u>	<u>\$ 31,250.00</u>
34	CC Curb & Gutter Type A-1'6"	634	LF	3600	<u>\$ 15.00</u>	<u>\$ 54,000.00</u>
35	Roadway Construction Control	635	LS	1	<u>\$ 10,500.00</u>	<u>\$ 10,500.00</u>
36	Relocate Mailboxes	637	EA	24	<u>\$ 100.00</u>	<u>\$ 2400.00</u>
37	Wheelchair Ramp Type 6	641	SY	76	<u>\$ 38.25</u>	<u>\$ 2907.00</u>
38	Reflectorized Paint Pavement Marking Yellow (4")	718	LF	3374	<u>\$ 1.00</u>	<u>\$ 3374.00</u>
39	Reflectorized Paint Pavement Marking Crosswalk (12")	718	LF	380	<u>\$ 6.00</u>	<u>\$ 2280.00</u>
40	Reflectorized Paint Pavement Marking Stop Bar (12")	718	LF	65	<u>\$ 6.00</u>	<u>\$ 390.00</u>
41	Standard Signs	726	SF	12.5	<u>\$ 50.00</u>	<u>\$ 625.00</u>

42	Dumped Riprap	816	CY	20	<u>\$ 50.00</u>	<u>\$ 1000.00</u>
43	Erosion Control	SP	LS	1	<u>\$ 3500.00</u>	<u>\$ 3500.00</u>

TOTAL BASE BID \$ 517,976.00

WRITTEN IN WORDS:

FIVE HUNDRED SEVENTEEN THOUSAND, NINE HUNDRED
SEVENTY-SIX DOLLARS AND ^{NO}/100

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 349729

KNOW ALL MEN BY THESE PRESENTS, that we Gillis Incorporated

1335 E Parker Rd, Jonesboro, AR 72404

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, Iowa 50306-3498

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

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


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.

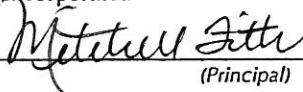
WHEREAS, the Principal has submitted a bid for Bowling Lane and Hill Drive Improvements
Number 2019:21


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 materials 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 24th day of April 2019 XXX

Gillis Incorporated


(Witness)


(Principal) (Seal)
CFO
(Title)


(Witness)
Brad Abernathy

Merchants Bonding Company (Mutual)
(Surety) (Seal)

(Title)
John David Pollock Attorney-in-Fact

Bond #: 349729

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

John David Pollock

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of April, 2019.



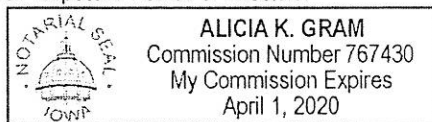
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 24th day of April, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of April, 2019.



William Warner Jr.
Secretary

Answers To
Statement of Bidder's Qualifications
City of Jonesboro
Bowling Lane and Hill Drive Street Improvements
BID #2019:21

1. GILLIS, INC.

2. 1335 E PARKER RD., JONESBORO, AR 72404

3. 1979

4. ARKANSAS

5. SINCE 1996. 20 YEARS.

6. B WINTERS-SAGE MEADOWS	07/01/18	\$	486,000
BRENDAR VILLAGE	06/01/18	\$	225,000
PECAN ACRES-AGGIE	08/01/17	\$	414,075

7. SITEWORK, UTILITIES, SUBDIVISIONS, DRAINAGE PROJECTS

8. NO

9. NO

10. NO

11. CVS PHARMACY	\$592,900	10/16
CENTRAL FORD/TRUMANN	2,300,000	02/17
JONESBORO HEADSTART	243,000	12/16
HEALTHSOUTH/JONESBORO	300,000	12/16
NEWKS EATERY	217,000	01/17

12. CAT 325 EXC
INGSOLL RAND SD 100 ROLLER
CAT D6K
140G ROAD GRADER

13. 20 YEARS CONSTRUCTION WORK INCLUDING SIMILAR JOBS SUCH AS:
CENTRAL BAPTIST CHURCH – SITEWORK, BUILT DETENTION POND,
MOVED APRX 170,000 CY DIRT.
CORP OF ENGINEERS – REBUILD LEVEE AT TULOT ARKANSAS
BARRINGTON PARK – BUILT DETENTION POND, CUT LOTS AND
BUILT STREETS
MARKED TREE RAILROAD – BUILT 1 ½ MILES OF RAILROAD SPUR
14. JIM GILLIS, PRES – 33 YEARS IN BUSINESS. OPERATING/COORDINATING 3 CORPORATIONS
SIMUTANEOUSLY
MITCHELL FITTS, VICE PRES – BUSINESS MANAGEMENT, DAY TO DAY AFFAIRS AS
WELL AS THE FINANCES AND BUSINESS OPERATIONS FOR GILLIS INC.
JEANNIE GILLIS, SEC – RETIRED FROM ARK DEPT OF HEALTH (30+ YEARS), OVERSEES ALL
TRAINING AND SAFETY ASPECS OF BUSINESSES—QUALITY CONTROL AND OFFICE
STAFF
JASON BRANCH, PROJECT COORDINATION - PROFESSIONAL SURVEYOR, GPS MACHINE
CONTROL, 3-D MODELING, CONSTRUCTION LAYOUT AND QUALITY CONTROL
15. \$600,000.00
16. INTEGRITY FIRST BANK. STACI BLANKENSHIP.
17. YES
18. SEE ORIGINAL INSERT PAGE FOR SIGNATURES.

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?

If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?

If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: \$_____.
16. Give Bank reference: _____.

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro AR this 24
day of April, 2019.

Gillo Inc
(Name of Bidder)

By Mitchell Fitt
Title CFO

STATE OF Arkansas)
COUNTY OF Craighead) SS.

Mitchell Fitt being duly sworn deposes and says that
he is CFO of Gillo Inc
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 24 day of April, 2019.

Jackie Bivens
(Notary Public)

My Commission Expires:
3-9-25

Jackie Bivens Notary Public - Arkansas Craighead County Commission # 12403583 My Commission Expires March 9, 2025
--

VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and
between Gillis, Inc.
(a Corporation organized and existing under the laws of the State of Arkansas)
Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the **Bowling Lane and Hill Drive Street Improvements**, in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____
_____ dated _____
_____ dated _____

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within ninety (90) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

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

ATTEST:

	(Contractor)
_____	By _____
_____	Title _____

	(Street)

	(City)

	City of Jonesboro
	(Owner)
_____	By _____
_____	_____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

of _____ State of _____, as
Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Oblige, hereinafter called Owner, in the amount _____
_____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the **Bowling Lane and Hill Drive Street Improvements**.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is

authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

GC.5 SUBCONTRACTS

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

GC.6 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GC.7 CONTRACTOR'S INSURANCE

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

- | | |
|---|-------------------|
| (1) Workmen's Compensation | - Statutory Limit |
| (2) Employer's Liability for Hazardous Work | - If Needed |

(3) Public Liability (Bodily Injury) and Property Damage	- \$1,000,000/occurrence - \$2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

The Contractor shall carry or require that there be carried the insurance listed in (1) through (3) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.

If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

Bodily Injury Liability (Including Death) and Physical Damage Liability	- \$1,000,000/occurrence
(Damage to or Destruction of Property)	- \$2,000,000/aggregate

GC.9 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors, or material men engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained,

the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

GC.11 PAYMENT TO CONTRACTOR

Payment may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting five percent (5%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to

withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

PAYMENT TO CONTRACTORS

2019 SCHEDULE - CONTRACTED PROJECTS	
City of Jonesboro Payment Schedule	Deadline for Invoice Submittal to Engineering
Tuesday, January 08, 2019	Friday, December 28, 2018
Friday, February 08, 2019	Tuesday, January 29, 2019
Friday, March 08, 2019	Tuesday, February 26, 2019
Monday, April 08, 2019	Friday, March 29, 2019
Wednesday, May 08, 2019	Friday, April 26, 2019
Monday, June 10, 2019	Friday, May 31, 2019
Monday, July 08, 2019	Friday, June 28, 2019
Thursday, August 08, 2019	Monday, July 29, 2019
Monday, September 09, 2019	Friday, August 30, 2019
Tuesday, October 08, 2019	Friday, September 27, 2019
Friday, November 08, 2019	Tuesday, October 29, 2019
Friday, December 06, 2019	Tuesday, November 26, 2019
Wednesday, January 08, 2020	Friday, December 27, 2019

GC.12 USE OF COMPLETED PORTIONS

The Owner shall have the right to use any completed or partially completed portion of the work and such use shall not be considered as an acceptance of any work.

GC.13 CHANGES IN THE WORK

The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the Guaranty Bonds, and without relieving or releasing the Surety or Sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

After the work is complete, a final change order may be prepared to be accepted by the Owner and

Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

If the applicable unit prices are contained in the Proposal (established as a result of either a unit price or a Supplemental Schedule of Unit Prices) the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit and lump sum prices specified in the Contract; provided that in case of a unit price Contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five (25) percent in accordance with the section entitled BALANCED BID; VARIATION IN QUANTITIES under INSTRUCTIONS TO BIDDERS.

If applicable unit prices are not contained in the Unit Price Schedule as described above or if the total net change increases or decreases the total Contract price more than twenty-five (25) percent, the Local Public Agency shall, before ordering the Contractor to proceed with a desired change, request an itemized Proposal from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:
 - (A) Labor, including foremen;
 - (B) Materials entering permanently into the work;
 - (C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - (D) Power and consumable supplies for the operation of power equipment;
 - (E) Insurance;
 - (F) Social Security and old age and unemployment contributions.

To the net cost shall be added a fixed fee agreed upon, but not to exceed fifteen (15) percent of the net cost, to cover supervision, overhead, bond, and any other general expense, and profit.

Each Change Order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's Proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the Contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

GC.14 CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State

regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

At the expiration of the said ten (10) days, the Owner may immediately serve notice upon the Surety to complete the work.

In the case the Surety fails to comply with the notice within thirty (30) days after service of such notice, the Owner may complete the work and charge the expense of the completion, including labor, materials, tools, implements, machinery, or apparatus, to said Contractor; and the expense so charged shall be deducted and paid by the Owner out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Contract. And in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, then said Contractor shall be entitled to receive the difference. And in case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

The City of Jonesboro may, by written notice to the Contractor, terminate this contract without cause. The City must give notice of termination to the Contractor at least ten (10) days prior to the effective date of termination.

Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- (1) cease operations as directed by the Owner in the notice;
- (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and actual costs incurred directly as a result of such termination, and there will be no compensation for overhead and profit on work not executed.

GC.16 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor

notice in writing three (3) days prior to the suspension.

The Contractor after written notice to resume work shall begin within ten (10) days from the date of such notice.

If the work or any part thereof shall be stopped by the Owner's notice and the Owner fails to notify the Contractor to resume work within sixty (60) days, the Contractor may abandon that portion of the work so suspended and the Contractor shall be paid for all work performed on the portion so suspended at unit prices quoted in the Unit Price Schedule for completed work involved, at agreed prices on any extra work involved, and at a fair and equitable price for partially completed work involved.

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, the Owner's Engineer or employees, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualty, or any other cause beyond the Contractor's control, then the time of completion shall be extended for such reasonable time as the Owner may decide; provided, however, said time of completion shall be extended upon the following conditions and no other.

- 1) Requests for extension of time shall be in writing. No extension of time shall be granted automatically.
- 2) The Contractor claiming an extension of time because of any of the contingencies hereinabove mentioned, shall, within ten (10) days of the occurrence of the contingency which justifies the delay, notify the Owner in writing of his claim and the reasons therefore.
- 3) In event of a continuing cause of delay, only one claim is necessary.

GC.17.1 Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;

(3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the Contractor by registered mail, with return of receipt requested.

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the local Public Agency; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Local Public Agency. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment, supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

Shop Drawings shall be required for all equipment, materials, and as required by the Engineer. All Shop Drawings, Machinery Details, Layout Drawings, etc., shall be submitted to the Engineer in four (4) copies for review (unless otherwise specified) sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said Shop Drawings, etc. until they are reviewed, and approved; and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

Any Drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any Drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of Contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

The review of Shop Drawings by the Engineer shall be considered an accommodation to the Contractor to assist him in the execution of the Contract. The Engineer's review of such Drawings shall not relieve the Contractor of his responsibility to perform the work in strict accordance with the Plans and Specifications, and approved changes.

If the Shop Drawing is in accordance with the Contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in Contract price or time, the Engineer shall so stamp the Drawing and shall contain in substance the following:

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

GC.23 REFERENCE TO MANUFACTURER OR TRADE NAME - "OR EQUAL CLAUSE"

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers

pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

Where such substitutions alter the design or space requirements indicated on the Contract Drawings, detailed drawings shall be prepared and submitted by the Contractor delineating any changes in, or additions to, the work shown on the Contract Drawings, and such drawings and changes or additions to the work shall be made by the Contractor at no additional expense to the City. In all cases, the burden of proof that the material or equipment offered for substitution is equal in construction, efficiency, and service to that named on the Contract Drawings and in these Contract Documents shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved.

GC.24 SAMPLES, CERTIFICATES, AND TESTS

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable, at the Contractor's expense.

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges,

all samples required for testing purposes, except those samples taken on the project by the Engineer;

- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

GC.25 PERMITS AND CODES

The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers, the Contractor shall remove such work without cost to the Local Public Agency.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas, and sewer permits required by the local regulatory body or any of its agencies.

The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris, and rubbish on or off the site of the work, and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

The Contractor shall be responsible for the proper care and protection of all materials delivered and

work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

The Contractor shall provide sufficient competent watchmen, as required to protect the work both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which it may be claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in conformance with these standards shall be considered defective. If any work, property, materials or equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection

therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings or designs, the above provisions shall apply to such drawings or designs.

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs

arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the site of other public Rights-of-Way with his materials and construction equipment. In case such Rights-of-Way furnished by the Local Public Agency are not sufficient to accommodate the Contractor's operations, he shall arrange with the Local Government, or with the owner or owners of private property for additional area or areas, and without involving the Local Public Agency in any manner whatsoever.

The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Government (including but not limited to those) regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project site and public Rights-of-Way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris, and unused materials provided for the work, thoroughly clean all drainage pipes, structures, ditches, and other features, and put the whole site of the work and public Rights-of-Way in a neat and "broom" clean condition. Trash burning on the site of the work will be subject to prior approval of the Jonesboro Fire Department.

GC.32 RETURN OF OWNER'S MATERIALS, EQUIPMENT OR PROPERTY

Any materials, equipment or other property which belongs to the Owner, removed by the Contractor, shall be delivered to the Owner's designated warehouse unless its re-use is specified in the Plans and Specifications. If the Contractor fails to deliver the materials, equipment, or other property, the value, as determined by the Engineer, shall be deducted from amounts due the Contractor.

GC.33 OBSERVATION OF WORK

The Engineer, his authorized representative, and any Federal, State, County, or local authority representative having jurisdiction over any part of the work, or area through which the work is located, shall at all times have access to the work in progress.

The detailed manner and method of performing the work shall be under the direction and control of the Contractor, but all work performed shall at all times be subject to the observation of the Engineer or his authorized representative to ascertain its conformance with the Contract Documents. The Contractor shall furnish all reasonable aid and assistance required by the Engineer for the proper observation and examination of the work and all parts thereof.

The Engineer is not responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or safety precautions and programs incident thereto.

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

The observer shall in no case act as superintendent or foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the observer may give the Contractor shall in no way be construed as binding to the Engineer in any way or releasing the Contractor from fulfilling all of the terms of the Contract.

Any defective work may be rejected by the Engineer at any time before final acceptance of the work, even though the same may have been previously overlooked and estimated for payment and payment therefore made by the Owner.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper observation. If the facilities are concealed without approval or consent of the Engineer, the Contractor shall uncover for observation and recover such facilities all at his own expense, when so requested by the Engineer.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

Observation of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity

justifies it, and such observation and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the observation of materials as a whole or in part will be made at the project site.

All condemned or rejected work shall be promptly taken out and replaced by satisfactory work. Should the Contractor fail or refuse to comply with the instructions in this respect, the Owner may, upon certification by the Engineer, withhold payment, proceed to terminate the Contract, or perform work as provided herein.

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, and personnel records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

GC.35 PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof.

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

The Contractor shall hold and save harmless the Local Public Agency, its officers, employees, and the Engineer, from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

GC.38 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract, shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

GC.39 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

The Contractor shall submit a construction contract schedule of the bar graph (or other approved) type seven (7) calendar days prior to the preconstruction conference showing the following information as a minimum:

- (1) Actual date construction is scheduled to start if different from the date of notice to proceed.
- (2) Planned contract completion date.
- (3) Beginning and completion dates for each phase of work.
- (4) Respective dates for submission of shop drawings and the beginning of manufacture, the testing of, and the installation of materials, supplies, and equipment.
- (5) All construction milestone dates.
- (6) A separate graph showing work placement in dollars versus contract time. The schedule shall incorporate contract changes as they occur. The schedule shall be maintained in an up-to-date condition and shall be available for inspection at the construction site at all times.

The construction contract schedule shall be submitted in conjunction with and/or in addition to any other specification requirements concerning schedules.

SGC.2 DRAWINGS

One (1) set of Plans and Specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

The Contractor shall keep one (1) copy of all drawings and Contract Documents in good condition readily accessible at the site of the work available to the Engineer and his authorized representatives.

SGC.3 ADDITIONAL INSURANCE (i.e. Railroad Insurance)

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes,

comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

The Contractor shall accurately identify and document the locations of all underground and/or concealed work that he has performed and/or has been affected by his work. This shall include all equipment, conduits, pipe lines, valves, fittings and other appurtenances and underground structures that are part of the Contractor's work and their proximity to existing underground structures and utilities to the extent known. The Contractor will certify accuracy of the Record Drawings by endorsement.

The Contractor's work shall be documented on the Record Drawings in an on-going manner. Distances, offsets, depths, etc. shall be accurately measured from permanent fixed objects so that the Owner can expose any item of the work in the future with a minimum of effort. All such measurements shall be made before the items of work are covered or backfilled. The Contractor shall be required to expose and recover/backfill the work at his own expense if, in the Engineer's opinion, the measurements need to be verified.

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

This section covers trench and excavation safety system required for constructing improvements that necessitate open excavations on the project. All work under this item shall be in accordance with the current edition of the "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System, 29 CFR 1926, Subpart P.

The Contractor, prior to beginning any excavation, shall notify the State Department of Labor (Safety Division) that work is commencing on a project with excavations greater than five feet.

The Contractor shall notify all Utility Companies and Owners in accordance with OSHA Administration 29 CFR 1926.651(b) (2) for the purpose of locating utilities and underground installations.

Where the trench or excavation endangers the stability of a building, wall, street, highway, utilities, or other installation, the Contractor shall provide support systems such as shoring, bracing, or underpinning to ensure the stability of such structure or utility.

The Contractor may elect to remove and replace or relocate such structures or utilities with the written approval of the Owner of the structure or utility and the Project Owner.

The work required by this item will not be measured for separate payment, but will be considered subsidiary to other items of the contract. If a Trench and Excavation Safety System is needed, the Contractor shall submit to the Engineer a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

SGC.6 MINIMUM WAGES

The Contractor shall abide by all state and federal laws regarding wages and pay.

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

The project is located on Bowling Lane and Hill Drive in Jonesboro, Arkansas. A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct street improvements to Bowling Lane and Hill Drive.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be ninety (90) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

SC.6 LIQUIDATED DAMAGES FOR DELAY

The number of calendar days allowed for completion of the project is stipulated in the Proposal and in the Contract and shall be known as the Contract Time.

1. It is understood and agreed by and between the Owner and the Contractor that the time of completion herein set out is a reasonable time. The Contractor shall perform fully, entirely, and in an acceptable manner, the work contracted for within the contract time stated in the Contract. The contract time shall be counted from ten days after the effective date of the "Notice to Proceed"; and shall include all Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of any orders of the Engineer for suspension of the prosecution of the work, due to the fault of the Contractor, shall be counted as elapsed contract time, and shall not be considered for an extension of time.
2. Extensions of time for completion, under the condition of 2(a) next below, will be granted; extensions may be granted under other stated conditions:

- a. If the satisfactory execution and completion of the Contract shall require work or material in greater amounts or quantities than those set forth in the Contract, then the Contract time shall be increased in the same proportion as the additional work bears to the original work contracted for.
 - b. An average or usual number of inclement weather days, when work cannot proceed, is to be anticipated during the construction period and is not to be considered as warranting extension of time. If, however, it appears that the Contractor is delayed by conditions of weather, so unusual as not to be reasonably anticipated, extensions of time may be granted.
 - c. Should the work under the Contract be delayed by other causes which could not have been prevented or contemplated by the Contractor, and which are beyond the Contractor's power to prevent or remedy, an extension of time may be granted. Such causes of delay shall include but not necessarily be limited to the following:
 - (1) Acts of God, acts of the public enemy, acts of the Owner except as provided in these Specifications, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
 - (2) Any delays of Subcontractors or suppliers occasioned by any of the causes specified above.
3. The Resident Project Representative or other authorized representative of the City shall keep a written record sufficient for determination as to the inclusion of that day in the computation of Contract time. This record shall be available for examination by the Contractor during normal hours of work as soon as feasible after the first of each construction month. In case of disagreement between the representative of the City and the Contractor, as to the classification of any day, the matter shall be referred to the City whose decision shall be final.
 4. The amount of all extensions of time for whatever reason granted shall be determined by the Owner. In general, only actual and not hypothetical days of delay will be considered. The Owner shall have authority to grant additional extensions of time as the Owner may deem justifiable.

The amount of Liquidated Damages to be assessed shall be in accordance with the schedule that follows:

<u>Amount of Contract</u>	<u>Liquidated Damages Per Day</u>
Less than \$25,000.00	\$100.00
Not less than \$ 25,000.00 but less than \$ 50,000.00	\$150.00
Not less than \$ 50,000.00 but less than \$ 100,000.00	\$200.00
Not less than \$100,000.00 but less than \$ 500,000.00	\$250.00
Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
Over \$1,000,000.00	\$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.
2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SC.7 KNOWLEDGE OF CONDITIONS

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

SC.8 PERMITS AND RIGHTS-OF-WAY

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

SC.11 USED MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

SC.12 EXISTING STRUCTURES

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

SC.13 USE OF EXPLOSIVES

Any use of explosives or blasting shall be as outlined in these Specifications.

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at

his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the Owner.

SC.15 FENCES AND DRAINAGE CHANNELS

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

SC.16 WATER FOR CONSTRUCTION

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

SC.17 MATERIAL STORAGE

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Contractor. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

SC.20 BOND

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

SC.21 LIGHT AND POWER

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

SC.22 LINES AND GRADES

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.
- b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.
- c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.
- d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

January 1, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

SC.24 SEQUENCE OF CONSTRUCTION

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

SC.25 TEST BORINGS

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

SC.28 MAINTENANCE BOND

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.

RELEASE

FROM: Contractor's Name _____
Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

Bowling Lane and Hill Drive Street Improvements

project.

Contractor's Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

CONTRACTOR'S AFFIDAVIT

FROM: Contractor's Name _____

Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

Bowling Lane and Hill Drive Street Improvements

have been fully satisfied.

Contractor's Signature

Title

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires:

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated _____

Surety Company

By _____
Resident Agent, State of Arkansas

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and
just sum of _____
(\$ _____) DOLLARS, lawful money of the United States of America, to be
paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made,
we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors
and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20_____.

The conditions of this obligation are such, that whereas, said Principal,
has by a certain contract with the City of Jonesboro dated the ____ day of _____,
20____, agreed to construct the **Bowling Lane and Hill Drive Street Improvements** and to maintain the said Improvement in good condition for a period of one (1) year
from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses
whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep
said work in repair for a one year period beginning _____ against any and
all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to
remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said
improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary,
that the cost of making said repairs shall be determined by the Owner, or some person or persons
designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said
amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are
not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be
maintained to recover the amount so determined in any Court of competent jurisdiction; and that the
amount so determined shall be conclusive upon the parties as to the amount due on this bond for the
repair or repairs included therein; and that the cost of all repairs shall be so determined from time to
time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

TITLE

SP-1

Standard Specifications for Highway Construction
Arkansas State Highway and Transportation Department, Latest Edition (including
all Errata for the Book of Standard Specifications)

SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

General

The standard specifications of the Arkansas State Highway and Transportation are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply.

A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.



Legislation Details (With Text)

File #:	RES-19:055	Version:	1	Name:	APPROVE CHANGE ORDER NO. 1 FOR THE CROWLEY'S RIDGE PARKWAY: CRAIGHEAD FOREST PARK TRAIL - PHASE III (ARDOT NO. 100919) (2018:31)
Type:	Resolution	Status:			To Be Introduced
File created:	5/1/2019	In control:			Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 1 FOR THE CROWLEY'S RIDGE PARKWAY: CRAIGHEAD FOREST PARK TRAIL - PHASE III (ARDOT NO. 100919) (2018:31)				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Change Order No 1				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO APPROVE CHANGE ORDER NO. 1 FOR THE CROWLEY'S RIDGE PARKWAY: CRAIGHEAD FOREST PARK TRAIL - PHASE III (ARDOT NO. 100919) (2018:31)

WHEREAS, the City of Jonesboro enter into a contract for the construction of the Crowley's Ridge Parkway: Craighead Forest Park Trail - Phase III with Asphalt Producers, LLC

WHEREAS, the City of Jonesboro desires to change the project with Change Order No. 1 as attached increasing the contract amount \$39,239.59

WHEREAS, funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro hereby accepts Change Order No. 1 in the amount of \$39,239.59 from Asphalt Producers, LLC.

Section 2. That funding for the execution of the contract shall come from the Transportation Alternative Program (TAP) from the Arkansas Department of Transportation and compensation shall be paid in accordance with the contract documents.

Section 3. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to accept this Change Order and direct the Purchasing Agent to increase the Purchase Order amount.

CITY OF JONESBORO		P.O. BOX 1845 JONESBORO, AR 72403			CHANGE ORDER NO. 1			
PO NUMBER 46918		DATE PREPARED 5/1/2019			PROJECT NAME Crowley's Ridge Parkway: Craighead Forest Park Trail - Phase III			
NAME AND ADDRESS OF CONTRACTOR Asphalt Producers, LLC P.O. Box 1492, Jonesboro, AR 72403								
DESCRIPTION OF WORK INCLUDED IN CONTRACT								
A-PP Deleted work from Bekah Drive to Harrisburg Road								
CHANGES ORDERED AND REASON ORDERED (List Individual Changes as A, B, C, D, etc.)								
A-PP Plan quantities adjusted to reflect decrease in scope of work								
	Bid Item No.	Unit	Current Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Current Estimated Cost	Revised Estimated Cost
A	1	Acres	3.09	\$ 2,650.00	2.30	\$ 2,650.00	\$ 8,188.50	\$ 6,095.00
B	2	SY	1,135.33	\$ 4.50	658.42	\$ 4.50	\$ 5,108.99	\$ 2,962.89
C	3	SY	95.37	\$ 17.00	35.61	\$ 17.00	\$ 1,621.29	\$ 605.37
D	4	LF	464.00	\$ 6.00	297.70	\$ 6.00	\$ 2,784.00	\$ 1,786.20
E	6	CY	3,237.10	\$ 4.00	2,956.10	\$ 4.00	\$ 12,948.40	\$ 11,824.40
F	7	CY	2,984.43	\$ 4.50	3,187.43	\$ 4.50	\$ 13,429.94	\$ 14,343.44
G	8	Tons	2,623.66	\$ 23.50	2,084.00	\$ 23.50	\$ 61,656.01	\$ 48,974.00
H	9	Tons	650.90	\$ 79.45	497.98	\$ 79.45	\$ 51,714.01	\$ 39,564.51
I	10	SY	823.21	\$ 48.00	404.29	\$ 48.00	\$ 39,514.08	\$ 19,405.92
J	11	LS	1.00	\$ 5,000.00	1.00	\$ 7,975.00	\$ 5,000.00	\$ 7,975.00
K	12	LS	1.00	\$ 7,000.00	1.00	\$ 17,500.00	\$ 7,000.00	\$ 17,500.00
L	14	LF	10.00	\$ 100.00	-	\$ 100.00	\$ 1,000.00	\$ -
M	15	LF	54.00	\$ 65.00	67.50	\$ 65.00	\$ 3,510.00	\$ 4,387.50
N	16	LF	15.00	\$ 125.00	-	\$ 125.00	\$ 1,875.00	\$ -
O	17	LF	30.00	\$ 135.00	90.00	\$ 135.00	\$ 4,050.00	\$ 12,150.00
P	18	Each	2.00	\$ 600.00	1.00	\$ 600.00	\$ 1,200.00	\$ 600.00
Q	19	Each	1.00	\$ 650.00	-	\$ 650.00	\$ 650.00	\$ -
R	20	Acres	3.09	\$ 1,350.00	2.30	\$ 1,350.00	\$ 4,171.50	\$ 3,105.00
S	21	Tons	6.18	\$ 220.00	4.60	\$ 220.00	\$ 1,359.60	\$ 1,012.00
T	22	Acres	3.09	\$ 1,350.00	2.30	\$ 1,350.00	\$ 4,171.50	\$ 3,105.00
U	23	Mgal	315.18	\$ 10.00	234.60	\$ 10.00	\$ 3,151.80	\$ 2,346.00
V	24	Acres	3.09	\$ 700.00	2.30	\$ 700.00	\$ 2,163.00	\$ 1,610.00
W	25	Acres	3.09	\$ 1,350.00	2.30	\$ 1,350.00	\$ 4,171.50	\$ 3,105.00
X	26	CY	12.00	\$ 100.00	9.00	\$ 100.00	\$ 1,200.00	\$ 900.00
Y	27	LF	5,244.00	\$ 2.50	4,117.00	\$ 2.50	\$ 13,110.00	\$ 10,292.50
Z	30	LF	365.25	\$ 16.00	3,283.72	\$ 16.00	\$ 5,844.00	\$ 52,539.52
AA	31	SY	31.00	\$ 160.00	-	\$ 160.00	\$ 4,960.00	\$ -
BB	32	SY	86.00	\$ 160.00	69.24	\$ 160.00	\$ 13,760.00	\$ 11,078.40
CC	33	SY	9.00	\$ 160.00	9.00	\$ 160.00	\$ 1,440.00	\$ 1,440.00
DD	34	LF	5.00	\$ 20.00	54.00	\$ 20.00	\$ 100.00	\$ 1,080.00
EE	39	SF	1,408.00	\$ 9.00	1,000.00	\$ 9.00	\$ 12,672.00	\$ 9,000.00
FF	45	CY	0	\$ -	231.33	\$ 25.60	\$ -	\$ 5,922.05
GG	46	LS	0	\$ -	1	\$ 5,600.00	\$ -	\$ 5,600.00
HH	47	LS	0	\$ -	1	\$ 3,600.00	\$ -	\$ 3,600.00
II	48	LS	0	\$ -	1	\$ 800.00	\$ -	\$ 800.00
JJ	49	LS	0	\$ -	1	\$ 13,550.00	\$ -	\$ 13,550.00
KK	50	LS	0	\$ -	1	\$ 1,400.00	\$ -	\$ 1,400.00
LL	51	LS	0	\$ -	1	\$ 7,420.00	\$ -	\$ 7,420.00
MM	53	LS	0	\$ -	1	\$ 5,180.00	\$ -	\$ 5,180.00
NN	54	LS	0	\$ -	1	\$ 130.00	\$ -	\$ 130.00
OO	55	LS	0	\$ -	1	\$ 125.00	\$ -	\$ 125.00
PP	56	LS	0	\$ -	1	\$ 250.00	\$ -	\$ 250.00
TOTAL							\$ 293,525.11	\$ 332,764.69

Original Contract Amount	\$ 326,600.62		
Previously Approved Change Orders	\$ -		
This Change Order	\$ 39,239.59	Overrun	
New Contract Amount	\$ 365,840.21		
Contract time increased by	days. New contract		days.
THIS AGREEMENT SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS			
ISSUED FOR REASONS INDICATED ABOVE	<u>af</u> Signature	<u>CITY ENGR.</u> Title	<u>5/1/2019</u> Date
ACCEPTED BY CONTRACTOR	<u>[Signature]</u> Signature	<u>Pres</u> Title	<u>5-1-2019</u> Date
ACCEPTED BY OWNER	_____ Signature	_____ Title	_____ Date