



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, April 7, 2026

5:00 PM

Municipal Center, 300 S. Church

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### 1. CALL TO ORDER

### 2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

### 3. APPROVAL OF MINUTES

[MIN-26:022](#) Minutes for the Public Works Committee meeting on Tuesday, March 03, 2026.

Attachments: [Minutes](#)

### 4. NEW BUSINESS

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-26:037](#) A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A LIGHTING PEDESTAL ALONG HUNTINGTON AVENUE

Sponsors: Engineering

[RES-26:038](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2026 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2026:03

Sponsors: Engineering

Attachments: [Bid Tab Asphalt.pdf](#)  
[Contract 2026 03.pdf](#)

[RES-26:039](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE HWY. 91 SIDEWALK AND LANE RECONFIGURATION PROJECT - JOB NO. 2026:10

Sponsors: Engineering

Attachments: [Bid Tab Sidewalk.pdf](#)  
[Contract Documents 2026 10.pdf](#)

### 5. PENDING ITEMS

**6. OTHER BUSINESS**

**7. PUBLIC COMMENTS**

**8. ADJOURNMENT**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-26:022

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Minutes

Minutes for the Public Works Committee meeting on Tuesday, March 03, 2026.



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, March 3, 2026

5:00 PM

Municipal Center, 300 S. Church

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### 1. CALL TO ORDER

### 2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

**Present** 6 - John Street;Kevin Miller;LJ Bryant;Ann Williams;Chris Moore and Charles Coleman

**Absent** 2 - Anthony Coleman and Janice Porter

### 3. APPROVAL OF MINUTES

[MIN-26:011](#)

Minutes for the Public Works Committee meeting on Tuesday, February 03, 2026

**Attachments:** [Minutes](#)

**A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 6 - Kevin Miller;LJ Bryant;Anthony Coleman;Ann Williams;Chris Moore and Charles Coleman

**Absent:** 1 - Janice Porter

### 4. NEW BUSINESS

#### RESOLUTIONS TO BE INTRODUCED

[RES-26:017](#)

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM BRIDGE DISTRICT INVESTMENTS, LLC. FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Drainage Easement.pdf](#)

*Councilmember Chris Moore said, Mr. Chair, where's that at? Chairman John Street said, Brookfield's first... Craig. Engineering Department Director Craig Light approached the podium and said, this is over on Cate Street. It's one of the pipes that goes from Cate Street north towards the railroad. It's actually underneath one of the buildings, the existing piping system, and it's somehow cross connected with City Water and Lights sanitary sewer system, and we're wanting to relocate it into this new easement and abandon that old system since there's a problem with it. It's*

underneath the building that we can't maintain and there's an issue with that cross connection that's causing basically the flooding is City Water and Light sanitary sewer system. Chairman John Street said, its relocation isn't it, of a pipe that's already in existence? Director Craig Light said, yeah.

**A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Kevin Miller;LJ Bryant;Anthony Coleman;Ann Williams;Chris Moore and Charles Coleman

**Absent:** 1 - Janice Porter

[RES-26:018](#)

RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A TRAFFIC SIGNAL

**Sponsors:** Engineering

**A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Kevin Miller;LJ Bryant;Anthony Coleman;Ann Williams;Chris Moore and Charles Coleman

**Absent:** 1 - Janice Porter

[RES-26:019](#)

RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR BUS SHELTERS

**Sponsors:** Engineering and JETS

*Councilmember Dr. Anthony Coleman said, I do have a question. Chairman John Street said, yes sir Dr. Coleman. Councilmember Dr. Anthony Coleman said, good to see you today and everyone. So, those bus stops, two parts. One, I know the lights and utilities for that, are they the ones that's covered? Is this for the lights that's going to be covered? And kind of all the above and where we are with the covering of those various stops. JETS Department Director Lee Wells approached the podium and said, so what these shelters will have, they'll have an LED lighting system that will be in there to provide lighting for people to feel safe whenever they're at the shelter. And then also an LED display screen which will show the bus times of when the bus will arrive. This is all a part of that shelter grant process that we're doing. It's the reason why we have so many of them. This is a combination of the existing shelters that we had in town plus some additions that we were able to do with these 45 shelters we were able to get.*

*Councilmember Dr. Anthony Coleman said, so, with the 45 and the others, would that be all 100 percent with shelters now? Bus stops? Director Lee Wells said, no, we've got about 140 approximately bus stops all over town. Councilmember Dr. Anthony Coleman said, gotcha. Sorry, I didn't know that. Director Lee Wells said, yeah. Councilmember Dr. Anthony Coleman said, that's good. Thank you. That's all I had.*

*Councilmember Dr. Charles Coleman said, I have a question, the lights, are they going to be protected? Director Lee Wells said, yes. Yes, that's one of the things that we've been working on. Is to find a system that was not only viable to use to provide the light, but also that would be both safe to the public and also efficiently protect itself when it's in place.*

*Councilmember Ann Williams said, and it's LED you said? Director Lee Wells said,*

yes, so and that's the reason why I bring that up is because that's very low power usage on that.

Councilmember Dr. Anthony Coleman said, so I have a follow-up with Dr. Coleman. I think he asked a good question. Those screens, is that like a, forgive me for my lack of knowledge, like a TV screen or something? I mean it will have bars in front of it, I mean. Director Lee Wells said, no. It is similar but what it is it is a, for lack of a better way to explain it, it is a very large metal box. And when I say metal, I mean it's thick encased metal that locks up. The wires run into it. All the components are inside it. It also has ports for air and things like that to come through. Fans that are built into it. There's actually a heater in it as well. I know we don't get to those types of temperatures, but if it did drop low enough, it would actually turn a heat strip on that would heat the inside to keep the components from freezing up. It's just an all-in-one encased piece that has that protective shell around it. There's an LED screen, a display screen, it's similar to a TV but it's not quite the same, that is inside that. And then there's also a casing on the outside of that LED screen that protects that screen in case anyone where to attempt to damage that in any way. Councilmember Dr. Anthony Coleman said, good. Thank you.

**A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Kevin Miller;LJ Bryant;Anthony Coleman;Ann Williams;Chris Moore and Charles Coleman

**Absent:** 1 - Janice Porter

[RES-26:020](#)

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH MEADOWS CONTRACTORS, LLC. FOR A CRAIGHEAD FOREST PARK ATV TRAIL REHAB PROJECT (ARDOT JOB NO. 101148 (2026:01)

**Sponsors:** Engineering

**Attachments:** [Contract Documents 2026 01.pdf](#)  
[Bid Tab.pdf](#)

Chairman John Street said, Meadows was the low bidder at \$144,358.70, and the next one and the only other one was Crabtree and Sons. They were at \$174,832.

Councilmember Dr. Anthony Coleman said, I have one. This ATV, is that the same one as that other, and you probably can answer this, but is that the one with the... Chairman John Street said, Jim, would you come up to... Councilmember Dr. Anthony Coleman said, didn't we just have one two or three years ago? I forget what you call it. Y'all know what I'm talking about? Where you have the... \*someone said something of mic\* Councilmember Dr. Anthony Coleman said, oh ok. So, this is something different? \*someone said something of mic\* Parks Department Director Jim Stearns said, so this ATV is out at Craighead Forest to give emergency access to the trails if in the event something happen. So the improvement work is really to improve some of the water drainage to make sure that the EMTs have access to the entire park in the event of something unfortunate happen. Councilmember Dr. Anthony Coleman said, gotcha. Something different? Gotcha.

**A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Kevin Miller;LJ Bryant;Anthony Coleman;Ann Williams;Chris Moore and Charles Coleman

**Absent:** 1 - Janice Porter

## **5. PENDING ITEMS**

## **6. OTHER BUSINESS**

*Councilmember LJ Bryant said, Mr. Chairman, I don't know that it fits into Public Works, but why not. And Brian, I emailed you on this and I realized I think I emailed your old email address and it popped back, and then I didn't ever send it to the right email address. But I copied Derrel on it. Back in the old days we used to like look at permits and how many permits from the previous year, what was the volume of the permits on commercial and residential. And I feel like we haven't done that. I felt like the media used to do that and I feel like they don't do that anymore either. So I think that would be great if y'all could, I don't know, do that for us every six months or something another so that we had that. Chief Administrative Officer Brian Richardson approached the podium and said, sure, we can especially now that all that stuff goes into Project Docs and we can pretty easily pull a report. And there will be some statistics presented later at the State of the City that also cover some of those from last year. So, we can put that report together.*

*Engineering Department Director Craig Light approached the podium and said, an answer to Mr. Bryant's question, the Matrix Group has been doing our study of our permitting process. They've compiled a lot of that information for the last three years, and they're planning to give a presentation sometime in early April to City Council. So, you will get that information for the last three years.*

## **7. PUBLIC COMMENTS**

## **8. ADJOURNMENT**

**A motion was made by Anthony Coleman, seconded by Chris Moore, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 6 - Kevin Miller;LJ Bryant;Anthony Coleman;Ann Williams;Chris Moore and Charles Coleman

**Absent:** 1 - Janice Porter



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:037

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR A LIGHTING PEDESTAL ALONG HUNTINGTON AVENUE

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

423 U W. Huntington Avenue

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 locations 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.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:038

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ATLAS ASPHALT INC. FOR THE 2026 ASPHALT MILLING AND OVERLAYS SELECTED CITY STREETS PROJECT - JOB NO. 2026:03

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the 2026 Asphalt Milling and Overlays Selected City Streets project;

WHEREAS, the low bidder and the firm selected for the 2026 Asphalt Milling and Overlays Selected City Streets project is Atlas Asphalt, Inc.;

WHEREAS, Atlas Asphalt, Inc. has bid \$2,166,183.20 for the 2026 Asphalt Milling and Overlays Selected City Streets project;

WHEREAS, the funding for the execution of the contract shall come from the 2026 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 with Atlas Asphalt, Inc. in the amount of \$2,166,183.20 for the 2026 Asphalt Milling and Overlay Selected City Streets project;

Section 2. The funding for the execution of the contract shall come from the 2026 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 contract.



Budgeted Amount

\$0.00

Opened by  
Tabulated by

P Cook  
T Cooper

Bid #:  
Date:

2026:03  
04/01/26

DIVISIONS/DEPARTEMENT:

Dept 2026 Asphalt Milling and Overlays Selected City Streets

Engineering

Atlas Asphalt

Richard Baughn  
Construction

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	Unit	Amount
1	100,000	Cold Milling 1 1/2" - 2" Depth (Price w Bidder hauling & retaining material) SY	\$	2.00	\$	200,000.00	\$	2.25	\$	225,000.00	\$	-	\$	-
2	20,430	A.C.H.M. Surface Course 115 Gyraton Ton	\$	96.24	\$	1,966,183.20	\$	135.65	\$	2,771,329.50	\$	-	\$	-
Total					\$	2,166,183.20			\$	2,996,329.50	\$	-	\$	-
Bid bond included? Y or N					Yes		Yes							
Qualifications included? Y or N					Yes		Yes							



**Specifications**

**For**

**2026 Asphalt**  
**Milling and Overlays**  
**Selected City Streets**

**(Bid #2026:03)**  
**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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

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## ADVERTISEMENT FOR BIDS

Sealed bids for the 2026 Asphalt Milling and Overlays of Selected City Streets 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 1, 2026 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 asphalt milling and overlays in the City of Jonesboro. All Submissions shall be annotated on the outside of the envelope with the bid number 2026:03.

The project consists of the asphalt cold milling and overlay of selected City streets.

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.

Specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72401. They may be secured at no cost. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on "Purchasing" at [www.jonesboroar.gov](http://www.jonesboroar.gov).

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.

The City of Jonesboro's Engineering Department is responsible for paying for this ad at a cost of \$\_\_\_\_\_.

## **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 2026 Asphalt Cold Milling and Overlays, Bid Number 2026:03 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.

III. PROPOSAL

Place City Hall

Date April 1, 2026

Proposal of Atlas Asphalt, 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 2026 Asphalt Cold Milling and Overlays.

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 two hundred forty (240) 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), 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.

Tracy Brown  
(Witness)

Atlas Asphalt, Inc.  
(Name of Bidder)

1333 Airport Rd.

BY 

Jmesboro, Cal 72401  
(Address)

Brian Fulkerson, Senior Vice President  
(Print Name and Title)

1333 Airport Rd.

Jmesboro, Cal 72401  
(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	Cold Milling 1 1/2" - 2" Depth (Price with Bidder hauling and retaining the material)	412	SY	100,000	<u>\$ 2.00</u>	<u>\$200,000.00</u>
2	A.C.H.M. Surface Course 115 Gyration	407	Ton	20,430	<u>\$ 96.24</u>	<u>\$1,966,183.20</u>
<b>TOTAL BASE BID</b>					<u>\$ 2,166,183.20</u>	

**WRITTEN IN WORDS:**

~~two million one hundred sixty six thousand one hundred eighty~~  
~~three dollars and twenty cents.~~

**Note:** These quantities are for estimating purposes and are subject to change. See following "Schedule of Streets"

Schedule of Streets - 2026

Street	Location
Monroe	Madison to McClure
Huntington Ave	Union Street to Gee St
W. Washington Ave	500 W. Washington to Gee St
W. Jefferson Ave	Union Street to Gee St
Walnut	W. Washington to Jefferson
Walnut	Huntington to Burke
Warner	Olive to Gee Street
McClure	Jefferson to Matthews
McClure	100' N of Burke to Huntington
S. Culberhouse	Huntington to BNSF
S. Madison	Washington to W. Oak
Nisbett	Jefferson-Matthews
Olive	Oak to Matthews
Vine	Burke to Cottonbelt
Floyd	Washington to Huntington
Burke	Union to Madison
Union	Matthews to Oak
W. College	Broadmoor to Overhill
College Cv.	All
Georgia Dr.	W. College to Broadmoor + Orval Cv.
Buddy Street	W. College to Westwood
Crest Drive	Valley to Locust
Locust Dr.	Valley to S. Culberhouse
Marcum Dr.	Wood St. to Vally Dr
Twin Oaks	Wood St. to Vally Dr
Valley Dr.	Craighead Rd. to S. Culberhouse
Marzee Ann Dr	All
Leslie Ann Dr	Toni Ann to Marzee Ann
Barbara Ann St	All + Leslie Ann Dr to Marzee Ann
Toni Ann Dr	All
Sage Oak Cv.	All
St. Andrews Cove	All
New Pond Hill	All
Shagbark Ln.	All
Cypress Springs Cv.	All
Cypress Springs Rd.	All + 150' pf Cypress Knee
Southbrook Dr	All
Stonebrook Dr	All

Street	Location
Countrybrook Dr.	All
Eastbrook Cir	Southern E/W 300'
Timberlack Cv	All
Biltmore Cv	All
Englewood Cv	All
Foxwood Cv	All
Vista Court	All
Troutmans Circle	All
Springwood Dr	All
Springwood Cir	All
Oakwood Cir	All
Candlewood Dr	All + Chalet Dr
Turtle Creek Rd	Neely to Covey
Brookhollow Cv	All
Clearwood Cv	All
Turtle Creek Cv	All
Tiber Trails	Turtle Creek to Covey Rd
Whippoorwill Cv	All

Interim Pavement Markings shall be placed as part of this contract in accordance with Section 604 of the Standard Specifications

Pavement for Interim Pavement Markings shall be included in the price for Asphalt Mix

**These quantities are subject to change. Additional streets may be added or streets may be deleted. There will be no adjustments in prices for additions to or deletions from the contract.**

**BID BOND**

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

KNOW ALL BY THESE PRESENTS, That we, \_\_\_\_\_

Atlas Asphalt, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland

of Schaumburg, IL

\_\_\_\_\_, a corporation duly organized under

the laws of the State of Illinois

\_\_\_\_\_, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Jonesboro, Arkansas

\_\_\_\_\_ as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

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

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
2026 Asphalt Milling and Overlays of Selected City Streets, Jonesboro, Arkansas

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

Signed and sealed this 1st day of April 2026

*Juan Brown*

Witness

Atlas Asphalt, Inc.

(Seal)

*[Signature]*

Principal

Senior Vice-President

Title

Fidelity and Deposit Company of Maryland

By *Heather Hicks*

Heather Hicks

Attorney-in-Fact



ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel C. MCMILLEN, Heather HICKS, Matthew K. CASHION, JR., Judy SCHOGGEN, Michael G. DORNBLASER, Lee W. JACKSON, John A. DAVIE, Candice CHABOTTE of Little Rock, Arkansas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 02nd day of October, A.D. 2025.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan  
Vice President

By: Dawn E. Brown  
Secretary

State of Maryland  
County of Baltimore

On this 02nd day of October, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison  
Notary Public  
My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

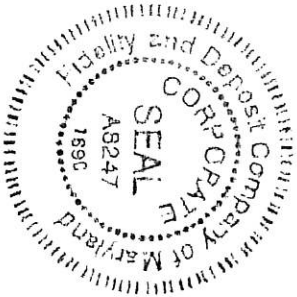
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of April, 2026.



*MJ Pethick*

Mary Jean Pethick  
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790



INSURANCE AND BONDS  
PATRIOT | PARTNER AGENCY

205 Executive Ct.  
Little Rock, AR 72205  
Phone : (501)376-0716  
Attention: Heather Hicks

BID BOND RESULT FORM

Atlas Asphalt, Inc.

2026 Asphalt Milling and Overlays of Selected City Streets, Jonesboro, Arkansas

April 1, 2026

Fidelity and Deposit Company of Maryland

In an effort to provide the best surety service possible, please complete this form and return at your earliest convenience. Thank you!

	<u>CONTRACTOR</u>	<u>BID</u>
1st	_____	\$ _____
2nd	_____	\$ _____
3rd	_____	\$ _____
4th	_____	\$ _____
5th	_____	\$ _____

If you are *not* one of the five lowest bidders:

My Bid: \_\_\_\_\_ \$ \_\_\_\_\_

If there is 10% difference between your low bid and the second bidder, we need the following breakdown before we can execute the final bond. These four items need to equal your total bid amount.

Materials \_\_\_\_\_

Labor \_\_\_\_\_

Overhead \_\_\_\_\_

Profit \_\_\_\_\_

## 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. *Atlas Asphalt, Inc.*
2. Permanent main office address. *1333 Airport Road, Jonesboro, AR 72401*
3. When organized. *1976*
4. If a corporation, where incorporated. *Jonesboro, Arkansas, Craighead Co.*
5. How many years have been engaged in the contracting business under your present firm or trade name? *50 years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *100657 MLK Extension \$10,000,000.00 2024*
7. General character of work performed by your company. *Asphalt manufacturer*
8. Have you ever failed to complete any work awarded to you? *No*
9. Have you ever defaulted on a Contract? *No*  
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? *No*  
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. *101035/2023 / \$38,964,702.55*
12. List your major equipment available for this Contract.  
*Asphalt plants, paving + milling equipment*
13. Experience in construction work similar in importance to this project.  
*60 years*
14. Background and experience of the principal members of your organization, including the officers. *Highway Construction for 65 years*

15. Credit available: \$ Over \$10,000,000.00.
16. Give Bank reference: First Community Bank - Batesville
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
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 12:30 p.m. this 1st  
 day of April, 2026.

Atlas Asphalt, Inc.  
 (Name of Bidder)

By [Signature]

Title Senior Vice-President

STATE OF Arkansas)  
 ) SS.  
 COUNTY OF Craighead)

Brian Gulikerson being duly sworn deposes and says that  
 he is Senior Vice President of Atlas Asphalt, Inc.  
 (Name of Organization)

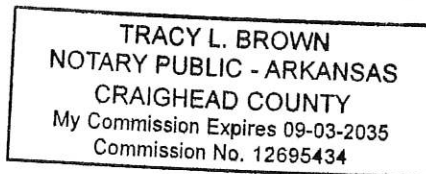
and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME this 1st day of April, 2026.

Tracy L. Brown  
 (Notary Public)

My Commission Expires:

09/03/2035



**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between Atlas Asphalt, 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 2026 Asphalt Cold Milling and Overlays, 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 two hundred forty (240) 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)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment Bond

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

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

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

ATTEST:

\_\_\_\_\_

(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 Obligee, 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 2026 Asphalt Cold Milling and Overlays.

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
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(4) Builder's Risk	- Insurable Portion
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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 (Damage to or Destruction of Property)	- \$1,000,000/occurrence - \$2,000,000/aggregate
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#### **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.

<b>PAYMENT TO CONTRACTORS</b>	
<b>2026 SCHEDULE - CONTRACTED PROJECTS</b>	
<b>Deadline for Invoice Submittal to Engineering</b>	<b>City of Jonesboro Payment Schedule</b>
Monday, December 29, 2025	Thursday, January 8, 2026
Friday, January 30, 2026	Monday, February 9, 2026
Friday, February 27, 2026	Monday, March 9, 2026
Monday, March 30, 2026	Wednesday, April 8, 2026
Tuesday, April 28, 2026	Friday, May 8, 2026
Friday, May 29, 2026	Monday, June 8, 2026
Monday, June 29, 2026	Wednesday, July 8, 2026
Friday, July 31, 2026	Monday, August 10, 2026
Monday, August 31, 2026	Tuesday, September 8, 2026
Monday, September 28, 2026	Thursday, October 8, 2026
Friday, October 30, 2026	Monday, November 9, 2026
Monday, November 30, 2026	Tuesday, December 8, 2026

**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 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.15 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.16 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.17 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.18 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.19 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.20 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.21 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.22 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.23      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.24 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.25 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.26 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.27 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.28 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.29 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.30 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.31 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.32 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.

## **X. 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**

See "Schedule of Streets" for locations.

## **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 mill and overlay selected City streets.

## **SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be two hundred forty (240) 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 Specifications may be examined and picked up at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403.

## **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</u> <u>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 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 has been accepted by the Owner.

#### **SC.11 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.12 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.13      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.14      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.

**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

2026 Asphalt Cold Milling and Overlays

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

2026 Asphalt Cold Milling and Overlays

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

\_\_\_\_\_

## **XI. TECHNICAL SPECIFICATIONS**

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#### **TITLE**

SP-1	Specifications, Ark. State Highway Commission
SP-2	Striping
SP-3	Maintenance of Traffic

## SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION

Any and all reference made to the Standard Specifications in this document is referring to the Standard Specifications for Highway Construction, Arkansas State Highway and Transportation Department, Latest Edition.

The item Cold Milling shall be in accordance with Section 412 of the Standard Specifications. Whether the item Cold Milling with Bidder hauling and retaining material, or the item Cold Milling with City hauling and retaining material is used will be at the discretion of the City.

The items Asphalt Concrete Hot Mix Surface Course (ACHMSC), 115 Gyration, and Asphalt Concrete Hot Mix Surface Course (ACHMSC), 160 Gyration shall be in accordance with Section 407 of the Standard Specifications, and may meet the requirements of Table 407-1, or Table 407-2 of the Standard Specifications. Subsection 407.06 of the Standard Specifications is hereby modified to allow payment of these items to be per ton of Mix, and not per ton of Mineral Aggregate in ACHMSC and per ton of Asphalt Binder in ACHMSC. Tack Coat shall be applied according to Section 401 of the Standard Specifications. Payment for Tack Coat will be considered included in the items for ACHMSC.

A Materials Transfer Device (MTD) will not be required for these overlays.

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.

Subsection 410.10 of the Standard Specifications is hereby deleted.

**SP-2 – STRIPING**

It is the Contractor's responsibility to coordinate with the City of Jonesboro and the City of Jonesboro's Striping Contractor for the immediate placement of traffic markings after any street with existing pavement markings is overlaid. If unable to obtain immediate placement of traffic markings, it will be the Overlay Contractor's responsibility to place interim pavement markings in accordance with Section 604 of the Standard Specifications. Pavement for interim pavement markings will be considered included in the various bid items of this contract.

**SP-3 - MAINTENANCE OF TRAFFIC**

It will be the Overlay Contractor's responsibility for Maintenance of Traffic in accordance with AHTD DWG TC-1, TC-2, and TC-3. Payment for Maintenance of Traffic will be considered included in the various bid items.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-26:039

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Public Works Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE HWY. 91 SIDEWALK AND LANE RECONFIGURATION PROJECT - JOB NO. 2026:10

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Hwy. 91 Sidewalk and Lane Reconfiguration project;

WHEREAS, the low bidder and the firm selected for the Hwy 91. Sidewalk and Lane Reconfiguration project is Crabtree & Son Construction, Inc;

WHEREAS, the funding for the execution of the contract shall come from the Capital Improvement Revenue Bond 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 with Crabtree & Son Construction, Inc. for the Hwy. 91 Sidewalk and Lane Reconfiguration project.

Section 2. The funding for the execution of the contract shall come from the Capital Improvement Revenue Bond 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 contract.



Budgeted Amount

\$0.00

Opened by  
Tabulated by

P Cook  
T Cooper

Bid #:  
Date:

2026:10  
04/01/26

DIVISIONS/DEPARTMENT: Dept - Hwy. 91 Sidewalk and Lane Reconfiguration	Engineering	Meadows Construction	White River Materials Inc.	Crabtree & Son			
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.							

Item	Quantity	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	11	201 Clearing - Station	\$	7,000.00	\$	77,000.00	\$	2,169.41	\$	23,863.51	\$	2,500.00	\$	27,500.00
2	11	201 Grubbing - Station	\$	4,500.00	\$	49,500.00	\$	1,317.33	\$	14,490.63	\$	2,500.00	\$	27,500.00
3	150	202 Removal and Disposal of Curb - Lin. Ft.	\$	24.00	\$	3,600.00	\$	14.35	\$	2,152.50	\$	6.00	\$	900.00
4	2450	202 Removal and Disposal of Curb and Gutter - Lin. Ft.	\$	19.00	\$	46,550.00	\$	8.41	\$	20,604.50	\$	6.00	\$	14,700.00
5	662	202 Removal and Disposal of Fence - Lin. Ft.	\$	3.10	\$	2,052.20	\$	13.30	\$	8,804.60	\$	10.00	\$	6,620.00
6	103	202 Removal and Disposal of Concrete Islands - Sq. Yd.	\$	36.00	\$	3,708.00	\$	40.78	\$	4,200.34	\$	27.00	\$	2,781.00
7	650	202 Removal and Disposal of Concrete Driveways - Sq. Yd.	\$	28.00	\$	18,200.00	\$	27.51	\$	17,881.50	\$	27.00	\$	17,550.00
8	60	202 Removal and Disposal of Walks - Sq. Yd.	\$	75.00	\$	4,500.00	\$	18.97	\$	1,138.20	\$	27.00	\$	1,620.00
9	3	202 Removal and Disposal of Pipe Culverts - Each	\$	1,220.00	\$	3,660.00	\$	647.23	\$	1,941.69	\$	600.00	\$	1,800.00
10	17	202 Removal and Relocation of Sign - Each	\$	724.00	\$	12,308.00	\$	232.69	\$	3,955.73	\$	50.00	\$	850.00
11	1493	SS & 210 Unclassified Excavation - Cu. Yd.	\$	27.00	\$	40,311.00	\$	30.96	\$	46,223.28	\$	17.00	\$	25,381.00
12	3649	210 Compacted Embankment - Cu. Yd.	\$	44.00	\$	160,556.00	\$	42.48	\$	155,009.52	\$	17.00	\$	62,033.00
13	197	SS & 303 Aggregate Base Course (Class 7) - Ton	\$	64.00	\$	12,608.00	\$	50.18	\$	9,885.46	\$	60.00	\$	11,820.00
14	473	309 Portland Cement Concrete Bas (6 1/2" Uniform Thickness) - Sq. Yd.	\$	92.00	\$	43,516.00	\$	120.92	\$	57,195.16	\$	90.00	\$	42,570.00
15	76	SS & 401 Tack Coat - Gal	\$	24.00	\$	1,824.00	\$	5.00	\$	380.00	\$	25.00	\$	1,900.00
16	484	SP, SS, & 405 ACHM Base Course (1 1/2") (PG64-22) - Ton	\$	240.00	\$	116,160.00	\$	117.28	\$	56,763.52	\$	250.00	\$	121,000.00
17	173	SP, SS, & 406 ACHM Binder Course (1") (PG64-22) - Ton	\$	240.00	\$	41,520.00	\$	120.71	\$	20,882.83	\$	250.00	\$	43,250.00
18	211	SP, SS, & 407 ACHM Surface Course (1") (PG64-22) - Ton	\$	240.00	\$	50,640.00	\$	138.29	\$	29,179.19	\$	250.00	\$	52,750.00
19	1230.35	SS & 505 Portland Cement Concrete Driveway - Sq. Yd.	\$	110.00	\$	135,338.50	\$	81.96	\$	100,839.49	\$	75.00	\$	92,276.25
20	1	6010 Mobilization - Lump Sum	\$	69,900.00	\$	69,900.00	\$	18,625.60	\$	18,625.60	\$	5,000.00	\$	5,000.00
21	1	SS & 603 Maintenance of Traffic - Lump Sum	\$	53,100.00	\$	53,100.00	\$	58,747.25	\$	58,747.25	\$	15,000.00	\$	15,000.00
22	447	SS & 601 Signs - Sq. Ft.	\$	34.00	\$	15,198.00	\$	8.00	\$	3,576.00	\$	50.00	\$	22,350.00
23	16	SS & 604 Barricades - Lin. Ft.	\$	25.00	\$	400.00	\$	23.00	\$	368.00	\$	100.00	\$	1,600.00
24	187	SS & 604 Traffic Drums - Each	\$	95.00	\$	17,765.00	\$	30.00	\$	5,610.00	\$	100.00	\$	18,700.00
25	3730	604 Removal of Permanent Pavement Markings - Lin. Ft.	\$	1.00	\$	3,730.00	\$	0.75	\$	2,797.50	\$	10.00	\$	37,300.00
26	25	SP, SS, & 605 Concrete Ditch Paving (Type A) - Sq. Yd.	\$	182.00	\$	4,550.00	\$	151.51	\$	3,787.75	\$	170.00	\$	4,250.00
27	718	SS & 606 18" Reinforced Concrete Pipe Culverts (Class III) - Lin. Ft.	\$	103.00	\$	73,954.00	\$	89.89	\$	64,541.02	\$	70.00	\$	50,260.00
28	243	SS & 606 24" Reinforced Concrete Pipe Culverts (Class III) - Lin. Ft.	\$	120.00	\$	29,160.00	\$	117.49	\$	28,550.07	\$	95.00	\$	23,085.00
29	51	SS & 606 12" Side Drain - Lin. Ft.	\$	83.00	\$	4,233.00	\$	45.49	\$	2,319.99	\$	65.00	\$	3,315.00
30	1	SS & 606 12" Flared End Sections for Corrugated Steel Pipe Culverts - Each	\$	327.00	\$	327.00	\$	256.16	\$	256.16	\$	400.00	\$	400.00
31	100	SS & 606 Selected Pipe Bedding - Cu. Yd.	\$	41.00	\$	4,100.00	\$	1.52	\$	152.00	\$	50.00	\$	5,000.00
32	7	SS & 609 Drop Inlets (Type C) - Each	\$	7,390.00	\$	51,730.00	\$	9,196.01	\$	64,372.07	\$	5,000.00	\$	35,000.00
33	1	SS & 609 Drop Inlets (Type Special) - Each	\$	10,500.00	\$	10,500.00	\$	5,605.46	\$	5,605.46	\$	6,000.00	\$	6,000.00
34	4	SS & 609 Drop Inlet Extensions (4') - Each	\$	2,100.00	\$	8,400.00	\$	2,300.36	\$	9,201.44	\$	5,000.00	\$	20,000.00
35	3	SS & 609 Drop Inlet Extensions (8') - Each	\$	3,950.00	\$	11,850.00	\$	2,678.77	\$	8,036.31	\$	8,000.00	\$	24,000.00
36	2	SS & 609 Yard Drains - Each	\$	3,100.00	\$	6,200.00	\$	3,009.01	\$	6,018.02	\$	2,500.00	\$	5,000.00
37	1	610 Drop Inlets Adjusted to Grade - Each	\$	5,100.00	\$	5,100.00	\$	2,919.31	\$	2,919.31	\$	2,500.00	\$	2,500.00
38	3	610 Manholes Adjusted to Grade - Each	\$	5,000.00	\$	15,000.00	\$	2,992.80	\$	8,978.40	\$	2,500.00	\$	7,500.00
39	2	620 Lime - Ton	\$	393.00	\$	786.00	\$	250.00	\$	500.00	\$	300.00	\$	600.00
40	0.78	620 Seeding - Acre	\$	3,700.00	\$	2,886.00	\$	2,250.00	\$	1,755.00	\$	5,600.00	\$	4,368.00
41	0.78	SS & 620 Mulch Cover - Acre	\$	3,700.00	\$	2,886.00	\$	2,250.00	\$	1,755.00	\$	2,600.00	\$	2,028.00
42	100.1	620 Water - M. Gal.	\$	53.00	\$	5,305.30	\$	10.00	\$	1,001.00	\$	180.00	\$	18,018.00
43	2762	621 Silt Fence - Lin. Ft.	\$	7.00	\$	19,334.00	\$	4.00	\$	11,048.00	\$	7.00	\$	19,334.00

44	176	621 Sand Bag Ditch Checks - Bag	\$ 20.00	\$ 3,520.00	\$ 12.50	\$ 2,200.00	\$ 6.00	\$ 1,056.00	\$ -	\$ -	\$ -
45	125	621 Sediment Removal and Disposal - Cu. Yd.	\$ 25.00	\$ 3,125.00	\$ 14.42	\$ 1,802.50	\$ 17.00	\$ 2,125.00	\$ -	\$ -	\$ -
46	15	621 Rock Ditch Checks - Cu. Yd.	\$ 85.00	\$ 1,275.00	\$ 100.15	\$ 1,502.25	\$ 75.00	\$ 1,125.00	\$ -	\$ -	\$ -
47	230	SS & 621 Filter Sock (12") - Lin. Ft.	\$ 14.00	\$ 3,220.00	\$ 10.00	\$ 2,300.00	\$ 15.00	\$ 3,450.00	\$ -	\$ -	\$ -
48	0.78	623 Second Seeding Application - Acre	\$ 1,900.00	\$ 1,482.00	\$ 1,000.00	\$ 780.00	\$ 5,600.00	\$ 4,368.00	\$ -	\$ -	\$ -
49	1630	624 Solid Sodding - Sq. Yd.	\$ 12.00	\$ 19,560.00	\$ 7.70	\$ 12,551.00	\$ 7.00	\$ 11,410.00	\$ -	\$ -	\$ -
50	149	SS & 632 Concrete Island - Sq. Yd.	\$ 140.00	\$ 20,860.00	\$ 131.88	\$ 19,650.12	\$ 72.00	\$ 10,728.00	\$ -	\$ -	\$ -
51	2690	SS & 633 Concrete Walks - Sq. Yd.	\$ 96.00	\$ 258,240.00	\$ 67.78	\$ 182,328.20	\$ 63.00	\$ 169,470.00	\$ -	\$ -	\$ -
52	21	SS & 634 Concrete Curb (Type D) - Lin. Ft.	\$ 61.00	\$ 1,281.00	\$ 112.04	\$ 2,352.84	\$ 23.00	\$ 483.00	\$ -	\$ -	\$ -
53	3938	SS & 634 Concrete Combination Curb and Gutter (Type A ) (1'6") - Lin. Ft.	\$ 33.00	\$ 129,954.00	\$ 34.25	\$ 134,876.50	\$ 23.00	\$ 90,574.00	\$ -	\$ -	\$ -
54	1	635 Roadway Construction Control - Lump Sum	\$ 23,600.00	\$ 23,600.00	\$ 47,493.31	\$ 47,493.31	\$ 35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -
55	1	637 Mailboxes - Each	\$ 85.00	\$ 85.00	\$ 50.00	\$ 50.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
56	1	637 - Mailbox Supports (Single) - Each	\$ 225.00	\$ 225.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ -
57	53	SS & 641 Wheelchair Ramps (Type 3) - Sq. Yd.	\$ 260.00	\$ 13,780.00	\$ 579.48	\$ 30,712.44	\$ 175.00	\$ 9,275.00	\$ -	\$ -	\$ -
58	15	641 Wheelchair Ramps (Type Special) - Sq. Yd.	\$ 315.00	\$ 4,725.00	\$ 565.85	\$ 8,487.75	\$ 175.00	\$ 2,625.00	\$ -	\$ -	\$ -
59	1	SP & 707 Central Control Unit - Each	\$ 8,985.00	\$ 8,985.00	\$ 6,868.75	\$ 6,868.75	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -
60	2	SP & 707 Pole Mounted Assembly - Each	\$ 2,320.00	\$ 4,640.00	\$ 1,620.00	\$ 3,240.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -	\$ -
61	2	SP & 707 Sounddown Pedestrian Signal Head, LED - Each	\$ 2,100.00	\$ 4,200.00	\$ 1,582.50	\$ 3,165.00	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ -
62	187	708 Traffic Signal Cable (5C/12 A.W.G.) - Lin. Ft.	\$ 7.00	\$ 1,309.00	\$ 4.95	\$ 925.65	\$ 15.00	\$ 2,805.00	\$ -	\$ -	\$ -
63	207	708 Traffic Signal Cable (5C/14 A.W.G.) - Lin. Ft.	\$ 6.00	\$ 1,242.00	\$ 4.20	\$ 869.40	\$ 15.00	\$ 3,105.00	\$ -	\$ -	\$ -
64	116	SP Electrical Condusters-in-Conduit (1C/8 A.W.G., E.G.C.) - Lin. Ft.	\$ 4.00	\$ 464.00	\$ 2.90	\$ 336.40	\$ 15.00	\$ 1,740.00	\$ -	\$ -	\$ -
65	57	710 Non-Metallic Conduit (3') - Lin. Ft.	\$ 54.00	\$ 3,078.00	\$ 41.15	\$ 2,345.55	\$ 15.00	\$ 855.00	\$ -	\$ -	\$ -
66	2	SS & 715 Traffic Signal Pedestal Pole with Foundation - Each	\$ 9,800.00	\$ 19,600.00	\$ 7,325.00	\$ 14,650.00	\$ 5,000.00	\$ 10,000.00	\$ -	\$ -	\$ -
67	1	SP Video Detector Rotaion - Each	\$ 668.00	\$ 668.00	\$ 510.00	\$ 510.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -
68	1793	719 Thermoplastic Pavement Marking White (6") - Lin. Ft.	\$ 1.20	\$ 2,151.60	\$ 0.85	\$ 1,524.05	\$ 15.00	\$ 26,895.00	\$ -	\$ -	\$ -
69	120	719 Thermoplastic Pavement Marking White (24") - Lin. Ft.	\$ 24.00	\$ 2,880.00	\$ 18.00	\$ 2,160.00	\$ 20.00	\$ 2,400.00	\$ -	\$ -	\$ -
70	2190	719 Thermoplastic Pavement Marking Yellow (6") - Lin. Ft.	\$ 1.20	\$ 2,628.00	\$ 0.85	\$ 1,861.50	\$ 15.00	\$ 32,850.00	\$ -	\$ -	\$ -
71	1	719 Thermoplastic Payment Marking (Words) - Each	\$ 426.00	\$ 426.00	\$ 325.00	\$ 325.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
72	1	719 Thermoplastic Payment Marking (Arrows) - Each	\$ 323.00	\$ 323.00	\$ 285.00	\$ 285.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -
73	9	SS & 816 Filter Blanket - Sq. Yd.	\$ 10.00	\$ 90.00	\$ 6.16	\$ 55.44	\$ 25.00	\$ 225.00	\$ -	\$ -	\$ -
74	4	SS & 816 Crushed Stone (B Stone) - Cu. Yd.	\$ 120.00	\$ 480.00	\$ 68.76	\$ 275.04	\$ 60.00	\$ 240.00	\$ -	\$ -	\$ -
75	3	SP Concrete Headwall - Each	\$ 12,000.00	\$ 36,000.00	\$ 6,762.73	\$ 20,288.19	\$ 5,000.00	\$ 15,000.00	\$ -	\$ -	\$ -

Total	\$ 1,814,042.60	\$ 1,392,834.88	\$ 1,337,163.25	\$ -	\$ -	\$ -
Bid bond included? Y or N	Yes	Yes	Yes			
Qualifications included? Y or N	Yes	Yes	Yes			



**Specifications**

**For**

**Hwy. 91 Sidewalk and Lane  
Reconfiguration**

**(Bid #2026:10)**

**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 Hwy. 91 Sidewalk and Lane Reconfiguration 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 1, 2026 and then publicly opened and read in the First Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to construct the Hwy. 91 Sidewalk and Lane Reconfiguration. All Submissions shall be annotated on the outside of the envelope with the bid number 2026:10.

The project consists of adding a turning lane on Hwy. 91 (E. Johnson Avenue) from N. Caraway Road to 700 feet East of University Loop and constructing a sidepath on the North side of Hwy. 91 (E. Johnson Avenue).

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.

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.jonesboroar.gov](http://www.jonesboroar.gov).

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.

The City of Jonesboro's Engineering Department is responsible for paying for this ad at a cost of \$\_\_\_\_\_.

## 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 Hwy. 91 Sidewalk and Lane Reconfiguration Bid Number 2026:10 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 CONTROLS**

Included in the Plans.

**III. PROPOSAL**

Place Jonesboro, AR

Date 4-1-2024

Proposal of Crabtree & Son Construction, 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 Hwy. 91 Sidewalk and Lane Reconfiguration.

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 one hundred twenty (120) 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):

  n/a   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   Bid Bond Attached   Dollars (\$   590  ), 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.

  Misti Crastell    
(Witness)

  Crabtree & Son Construction, Inc    
(Name of Bidder)

  598 CR 383  

By   Alvin Crabtree  

  Bono, AR 72416    
(Address)

  Alvin Crabtree - President    
(Print Name and Title)



  598 CR 383    
  Bono, AR 72416    
(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**

LINE NO.	ARDOT REF. NO.	ITEM	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	201	CLEARING	11	STATION	2500. <sup>00</sup>	27,500. <sup>00</sup>
2	201	GRUBBING	11	STATION	2,500. <sup>00</sup>	27,500. <sup>00</sup>
3	202	REMOVAL AND DISPOSAL OF CURB	150	LIN. FT.	6. <sup>00</sup>	900. <sup>00</sup>
4	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	2450	LIN. FT.	6. <sup>00</sup>	14,700. <sup>00</sup>
5	202	REMOVAL AND DISPOSAL OF FENCE	662	LIN. FT.	10. <sup>00</sup>	6,620. <sup>00</sup>
6	202	REMOVAL AND DISPOSAL OF CONCRETE ISLANDS	103	SQ. YD.	27. <sup>00</sup>	2,781. <sup>00</sup>
7	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	650	SQ. YD.	27. <sup>00</sup>	17,550. <sup>00</sup>
8	202	REMOVAL AND DISPOSAL OF WALKS	60	SQ. YD.	27. <sup>00</sup>	1,620. <sup>00</sup>
9	202	REMOVAL AND DISPOSAL OF PIPE CULVERTS	3	EACH	600. <sup>00</sup>	1,800. <sup>00</sup>
10	202	REMOVAL AND RELOCATION OF SIGN	17	EACH	50. <sup>00</sup>	850. <sup>00</sup>
11	SS & 210	UNCLASSIFIED EXCAVATION	1493	CU. YD.	17. <sup>00</sup>	25,381. <sup>00</sup>
12	210	COMPACTED EMBANKMENT	3649	CU. YD.	17. <sup>00</sup>	62,033. <sup>00</sup>
13	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	197	TON	60. <sup>00</sup>	11,820. <sup>00</sup>
14	309	PORTLAND CEMENT CONCRETE BASE (6 1/2" UNIFORM THICKNESS)	473	SQ. YD.	90. <sup>00</sup>	42,570. <sup>00</sup>
15	SS & 401	TACK COAT	76	GAL.	25. <sup>00</sup>	1,900. <sup>00</sup>
16	SP, SS, & 405	ACHM BASE COURSE (1 1/2") (PG64-22)	484	TON	250. <sup>00</sup>	121,000. <sup>00</sup>
17	SP, SS, & 406	ACHM BINDER COURSE (1") (PG64-22)	173	TON	250. <sup>00</sup>	43,250. <sup>00</sup>
18	SP, SS, & 407	ACHM SURFACE COURSE (1") (PG64-22)	211	TON	250. <sup>00</sup>	52,750. <sup>00</sup>
19	SS & 505	PORTLAND CEMENT CONCRETE DRIVEWAY	1230.35	SQ. YD.	75. <sup>00</sup>	92,276. <sup>25</sup>
20	601	MOBILIZATION	1.00	LUMP SUM	5000. <sup>00</sup>	5,000. <sup>00</sup>

21	SS & 603	MAINTENANCE OF TRAFFIC	1.00	LUMP SUM	15,000. <sup>00</sup>	15,000. <sup>00</sup>
22	SS & 604	SIGNS	447	SQ. FT.	50. <sup>00</sup>	22,350. <sup>00</sup>
23	SS & 604	BARRICADES	16	LIN. FT.	100. <sup>00</sup>	1,600. <sup>00</sup>
24	SS & 604	TRAFFIC DRUMS	187	EACH	100. <sup>00</sup>	18,700. <sup>00</sup>
25	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS	3730	LIN. FT.	10. <sup>00</sup>	37,300. <sup>00</sup>
26	SP, SS, & 605	CONCRETE DITCH PAVING (TYPE A)	25	SQ. YD.	170. <sup>00</sup>	4,250. <sup>00</sup>
27	SS & 606	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	718	LIN. FT.	70. <sup>00</sup>	50,260. <sup>00</sup>
28	SS & 606	24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	243	LIN. FT.	95. <sup>00</sup>	23,085. <sup>00</sup>
29	SS & 606	12" SIDE DRAIN	51	LIN. FT.	65. <sup>00</sup>	3,315. <sup>00</sup>
30	SS & 606	12" FLARED END SECTIONS FOR CORRUGATED STEEL PIPE CULVERTS	1	EACH	400. <sup>00</sup>	400. <sup>00</sup>
31	SS & 606	SELECTED PIPE BEDDING	100	CU. YD.	50. <sup>00</sup>	5,000. <sup>00</sup>
32	SS & 609	DROP INLETS (TYPE C)	7	EACH	5000. <sup>00</sup>	35,000. <sup>00</sup>
33	SS & 609	DROP INLETS (TYPE SPECIAL)	1	EACH	6000. <sup>00</sup>	6,000. <sup>00</sup>
34	SS & 609	DROP INLET EXTENSIONS (4')	4	EACH	5000. <sup>00</sup>	20,000. <sup>00</sup>
35	SS & 609	DROP INLET EXTENSIONS (8')	3	EACH	8000. <sup>00</sup>	24,000. <sup>00</sup>
36	SS & 609	YARD DRAINS	2	EACH	2500. <sup>00</sup>	5,000. <sup>00</sup>
37	610	DROP INLETS ADJUSTED TO GRADE	1	EACH	2500. <sup>00</sup>	2,500. <sup>00</sup>
38	610	MANHOLES ADJUSTED TO GRADE	3	EACH	2500. <sup>00</sup>	7,500. <sup>00</sup>
39	620	LIME	2	TON	300. <sup>00</sup>	600. <sup>00</sup>
40	620	SEEDING	0.78	ACRE	5600. <sup>00</sup>	4368. <sup>00</sup>
41	SS & 620	MULCH COVER	0.78	ACRE	2600. <sup>00</sup>	2028. <sup>00</sup>
42	620	WATER	100.1	M. GAL.	180. <sup>00</sup>	18,018. <sup>00</sup>

43	621	SILT FENCE	2762	LIN. FT.	7.00	19,334.00
44	621	SAND BAG DITCH CHECKS	176	BAG	6.00	1,056.00
45	621	SEDIMENT REMOVAL AND DISPOSAL	125	CU. YD.	17.00	2,125.00
46	621	ROCK DITCH CHECKS	15	CU. YD.	75.00	1,125.00
47	SS & 621	FILTER SOCK (12")	230	LIN. FT.	15.00	3,450.00
48	623	SECOND SEEDING APPLICATION	0.78	ACRE	5600.00	4,368.00
49	624	SOLID SODDING	1630	SQ. YD.	7.00	11,410.00
50	SS & 632	CONCRETE ISLAND	149	SQ. YD.	72.00	10,728.00
51	SS & 633	CONCRETE WALKS	2690	SQ. YD.	63.00	169,470.00
52	SS & 634	CONCRETE CURB (TYPE D)	21	LIN. FT.	23.00	483.00
53	SS & 634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	3938	LIN. FT.	23.00	90,574.00
54	635	ROADWAY CONSTRUCTION CONTROL	1.00	LUMP SUM	35,000.00	35,000.00
55	637	MAILBOXES	1	EACH	300.00	300.00
56	637	MAILBOX SUPPORTS (SINGLE)	1	EACH	150.00	150.00
57	SS & 641	WHEELCHAIR RAMPS (TYPE 3)	53	SQ. YD.	175.00	9,275.00
58	641	WHEELCHAIR RAMPS (TYPE SPECIAL)	15	SQ. YD.	175.00	2,625.00
59	SP & 707	CENTRAL CONTROL UNIT	1	EACH	4000.00	4,000.00
60	SP & 707	POLE MOUNTED ASSEMBLY	2	EACH	1000.00	2,000.00
61	SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	2	EACH	2500.00	5,000.00
62	708	TRAFFIC SIGNAL CABLE (5C/12 A.W.G.)	187	LIN. FT.	15.00	2,805.00
63	708	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	207	LIN. FT.	15.00	3,105.00
64	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8 A.W.G., E.G.C.)	116	LIN. FT.	15.00	1,740.00

65	710	NON-METALLIC CONDUIT (3")	57	LIN. FT.	15. <sup>00</sup>	855. <sup>00</sup>
66	SS & 715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION	2	EACH	5000. <sup>00</sup>	10,000. <sup>00</sup>
67	SP	VIDEO DETECTOR ROTATION	1	EACH	1500. <sup>00</sup>	1,500. <sup>00</sup>
68	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	1793	LIN. FT.	15. <sup>00</sup>	26,895. <sup>00</sup>
69	719	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	120	LIN. FT.	20. <sup>00</sup>	<del>2,400.<sup>00</sup></del> <sup>2,400.<sup>00</sup></sup>
70	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	2190	LIN. FT.	15. <sup>00</sup>	32,850. <sup>00</sup>
71	719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	1	EACH	500. <sup>00</sup>	500. <sup>00</sup>
72	719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	1	EACH	500. <sup>00</sup>	500. <sup>00</sup>
73	SS & 816	FILTER BLANKET	9	SQ. YD.	25. <sup>00</sup>	225. <sup>00</sup>
74	SS & 816	CRUSHED STONE (B STONE)	4	CU. YD.	60. <sup>00</sup>	240. <sup>00</sup>
75	SP	CONCRETE HEADWALL	3	EACH	5000. <sup>00</sup>	15,000. <sup>00</sup>
TOTAL BASE BID			\$ 1,337,163.25			

TOTAL WRITTEN IN WORDS: One million three hundred thirty-seven thousand One hundred Sixty-three dollars and Twenty-five cents

# BID BOND

**CONTRACTOR:**

(Name, legal status and address)  
Crabtree & Son Construction, Inc.  
499 CR 383  
Bono, AR 72416

**SURETY:**

(Name, legal status and principal place of business)  
Granite Re, Inc  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER:**

(Name, legal status and address)  
City of Jonesboro  
300 S. Church St., Jonesboro, AR 72401

**BOND AMOUNT:** Five Percent (5%) of Attached Bid Amount-----

**PROJECT:**

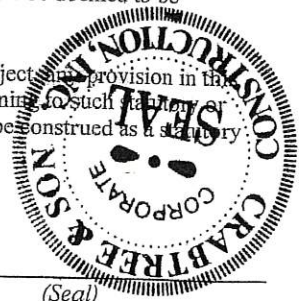
(Name, location or address, and Project number, if any)  
Hwy 91 Sidewalk and Lane Reconfiguration  
2026:10

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

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

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

Signed and sealed this 1st day of April, 2026



Crabtree & Son Construction, Inc.

(Principal)

*Oliver Crabtree*

(Seal)

(Title)

Granite Re, Inc

(Surety)

*Christy M. Long*

(Title) Christy M. Long, Attorney-in-Fact



*Misty Castle*

(Witness)

*Blayne M. Long*

(Witness)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition



## Statement of Bidders Qualifications

1. **Name of Bidder:** Crabtree & Son Construction, Inc.
2. **Permanent main office address:** 598 CR 383, Bono, AR 72416
3. **When organized:** January 1998
4. **If a corporation, where incorporated:** Jonesboro, AR in May of 2015
5. **How many years have been engaged in the contracting business under your present firm or trade name?** 27 years
6. **Arkansas Contractor License Number?** 0131640526
7. **UEI#:** 08018308
8. **Sams Expiration Date:** 3/22/2027
9. **Contracts on hand:** City of Jonesboro yearly bids
10. **General character of work performed by your company:** Concrete sidewalks, driveways and drainage work, Land clearing and grubbing, hauling, etc.
11. **Have you ever failed to complete any work awarded to you?** No
12. **Have you ever defaulted on a Contract? No If so, Why?** N/A
13. **Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No If so where and why?** N/A
14. **List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:**
  - City of Jonesboro 2013 - 2024 Miscellaneous Drainage and construction Yearly On Call Contract
  - City of Bono – Drainage improvements \$50,000, College Street sidewalks \$387,000 Completed April 2019AGFC – Lake Poinsett Modifications Phase 1 - \$1,241,800.00
  - Evening Shade Water System Improvements \$310,905.00
  - Ditch Bank Land Clearing – City of Paragould \$140,000
15. **List your major equipment available for the contract:** 336F Excavator with 5 ft mulcher, PC 88 Excavator with thumb, 308 excavator, 138
16. **Komatsu excavator, D4 CAT Dozer, D 37 Dozer, 329E Track Loader with mulcher.**
17. **Experience in construction work similar in importance to the project:** Land Clearing and drainage, parking lots, concrete sidewalk and driveways
18. **Background and experience of the principal members of your organization, including the officers. We have done several jobs for Jonesboro Jets in the past**
19. **Credit available:** \$100,000
20. **Give Bank Reference:** James Pierce
21. **Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the owner?** Yes



**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and  
between Crabtree & Son Construction, Inc.

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

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

**WITNESSETH:**

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Hwy. 91 Sidewalk and Lane Reconfiguration, 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 one hundred twenty (120) 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)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment Bond

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

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



**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 Obligee, 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 Hwy. 91 Sidewalk and Lane Reconfiguration.

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 (Damage to or Destruction of Property)	- \$1,000,000/occurrence - \$2,000,000/aggregate
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**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.

<b>PAYMENT TO CONTRACTORS</b>	
<b>2026 SCHEDULE - CONTRACTED PROJECTS</b>	
<b>Deadline for Invoice Submittal to Engineering</b>	<b>City of Jonesboro Payment Schedule</b>
Monday, December 29, 2025	Thursday, January 8, 2026
Friday, January 30, 2026	Monday, February 9, 2026
Friday, February 27, 2026	Monday, March 9, 2026
Monday, March 30, 2026	Wednesday, April 8, 2026
Tuesday, April 28, 2026	Friday, May 8, 2026
Friday, May 29, 2026	Monday, June 8, 2026
Monday, June 29, 2026	Wednesday, July 8, 2026
Friday, July 31, 2026	Monday, August 10, 2026
Monday, August 31, 2026	Tuesday, September 8, 2026
Monday, September 28, 2026	Thursday, October 8, 2026
Friday, October 30, 2026	Monday, November 9, 2026
Monday, November 30, 2026	Tuesday, December 8, 2026

**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.23      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)**

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## **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 along Hwy. 91 (E. Johnson Avenue). 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 the Hwy. 91 Sidewalk and Lane Reconfiguration.

**SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be one hundred twenty (120) 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 SP-108-1 of the Arkansas Department of Transportation Special Provisions.

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 has 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.23 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

Hwy. 91 Sidewalk and Lane Reconfiguration

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

Hwy. 91 Sidewalk and Lane Reconfiguration

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 Hwy. 91 Sidewalk and Lane Reconfiguration 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-2	Arkansas Department of Transportation Supplement Specifications
SP-3	City of Jonesboro Special Provisions

## **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.

**SP-2 - ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENT SPECIFICATIONS**

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SUPPLEMENTAL SPECIFICATION

#### ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2014, are listed below and this publication is hereby revised as follows:

- Page 124: The third sentence of the first paragraph of Subsection 110.03(c) should read: The Engineer will make a decision within 10 business days concerning the necessity or practicability of the request.
- Page 195: The sixth paragraph of subsection 303.02 should read: For Classes 1 through 8 materials, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.0425 mm) sieve. For Classes 3 through 8, the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.
- Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by “ASTM A 775”.
- Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.
- Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.
- Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by “ASTM B695”.
- Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWWA, Standards U1, Commodity Specification E, Use Category UC4C.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**DEPARTMENT NAME CHANGE**

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**MAINTENANCE DURING CONSTRUCTION**

**Division 100** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Subsection 105.15** is hereby modified as follows:

The first paragraph of **Subsection 105.15** is hereby deleted and the following substituted therefor:

**105.15 Maintenance During Construction.** The Contractor shall maintain the work during construction and until the project is accepted. For contracts containing a Flexible Beginning of Work special provision, the responsibility for maintenance by the Contractor will begin at the earlier date of the following:

- when the Contractor begins work, or
- on the date of the beginning of time charges in accordance with the Work Order if the Contractor has not commenced work.

This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SPECIAL PROVISION**  
**LIQUIDATED DAMAGES**

As specified in the Contract, liquidated damages for this project will be as shown in the following tables:

**WORKING DAY PROJECTS**

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 400
50,000	100,000	700
100,000	500,000	800
500,000	1,000,000	1,100
1,000,000	2,000,000	1,300
2,000,000	5,000,000	1,500
5,000,000	10,000,000	1,900
10,000,000	15,000,000	2,000
15,000,000	20,000,000	2,100
20,000,000	-----	2,500

**FIXED DATE PROJECTS**

ORIGINAL CONTRACT AMOUNT		RATE
FROM MORE THAN	TO AND INCLUDING	-----
\$ 0	\$ 50,000	\$ 90
50,000	100,000	100
100,000	500,000	200
500,000	1,000,000	250
1,000,000	2,000,000	320
2,000,000	5,000,000	400
5,000,000	10,000,000	600
10,000,000	-----	750

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER**

**Section 108** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Subsection 108.02(b)(2)** is hereby deleted and the following is substituted therefore:

(2) The delivery to the Department for execution of the Contract and bonds properly executed on behalf of the Contractor and surety and the minimum 72 hours advance notice as required above shall constitute the Contractor's authority to begin the following items of work:

- Mobilization;
- Preparation of shop drawings and other required submissions;
- Ordering, fabrication, assembly, and/or stockpiling of materials;
- Driving Test Piling; and
- Contract surveying, when Roadway and/or Bridge Construction Control is included in the Contract.
- Erection of advance warning signs.
- Installation of netting on structures to prevent nesting of migratory birds in accordance with applicable Special Provisions (if included in the Contract).
- Set up, installation, and testing of Automated Work Zone Information Systems (if included in the Contract).
- Off-site area approval process per Section 107.10(c).

Such advance work shall be subject to the Contractor's assumption of the risk of cancellation of the award and the following:

- The Contractor shall, on commencing such operations, take all precautions required for public safety and shall observe all the provisions in the Contract;
- In the event of cancellation of the award, the Contractor shall at Contractor expense do such work as necessary to leave the site in a neat condition to the satisfaction of the Engineer;
- In the event of cancellation of the award, all work performed shall be deemed to be at the Contractor's expense; and
- All work done under this subsection in accordance with the Contract before its execution by the Commission will, when the Contract is executed, be considered authorized work and will be paid for as provided in the Contract.

Unless otherwise notified in writing, no time will be assessed for work performed prior to the effective date of a Work Order.

No payments will be made prior to the date established by the Engineer under Subsection 109.07, which date will be after the effective date of a Work Order.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work before the effective date of a Work Order.

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****UNCLASSIFIED EXCAVATION**

**Section 200** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first paragraph of **Subsection 210.08, Excavation Operations**:

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**AGGREGATE BASE COURSE**

**Section 303** of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**TACK COATS**

**Division 400** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 401, Prime and Tack Coats and Emulsified Asphalt in Base Course**, is hereby modified as follows:

The first sentence of **Subsection 401.03(a)** is hereby deleted and the following substituted therefore:

The surface to be treated with prime or tack coat shall be cleaned of dust, dirt, and loose or foreign material by sweeping with mechanical brooms immediately preceding the application of the prime or tack coat.

Third sentence of **Subsection 401.03(c)** is hereby deleted and the following is substituted therefore:

No dilution beyond that which is part of the emulsification process is permitted. The tack coat shall not be diluted, cut, or otherwise thinned after receipt from the manufacturer's facility.

The fifth sentence of **Subsection 401.03(c)** is hereby deleted and the following substituted therefore:

The rate of application shall be from 0.03 gallon to 0.10 gallon per square yard (0.1 L/sq m to 0.5 L/sq m) of residual asphalt as designated by the Engineer.

**Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses**, is hereby modified as follows:

The sixth paragraph of **Subsection 410.05** is hereby deleted and the following substituted therefore:

For foreign material, or when the time lapse between courses is more than 8 hours, the earlier course shall be cleaned and given a tack coat before placing the succeeding course. When directed, the tack coat shall be applied and paid for under Section 401. If directed by the Engineer, a tack coat shall be used even though the elapsed time has been less than 8 hours.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES**

**Division 400** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 404, QUALITY CONTROL OF ASPHALT MIXTURES**, is hereby modified as follows:

The fifth sentence of the second paragraph of **Subsection 404.01, Design of Asphalt Mixtures, (a) General**, is hereby deleted and the following substituted therefor:

A mix design that has not been produced on an ARDOT project in the last two years is inactive. The Contractor may submit a passing field verification test for the inactive asphalt mix design to the Materials Division to be reactivated. Asphalt mix designs with an expiration date may remain in production if they are not inactive.

The third through fifth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall be allowed two attempts to verify the mix design if being placed on an ARDOT project and three attempts to verify the mix design if being placed on a non-ARDOT project. The Contractor shall notify the Engineer sufficiently in advance for Department personnel to witness all testing of this production and shall provide copies of all test results to the Department.

Verification will begin with testing the plant produced mix using the aggregate proportions and asphalt binder content shown on the accepted mix design. After the first attempt of verification of the initial design, the Contractor may elect to adjust aggregate proportions to vary the accepted mix design gradations and bring the mix properties near the center of the compliance limits. If the mix is in subplot rejection, all future attempts will only be allowed on non-ARDOT projects.

The mix will be verified if the test values for air voids, asphalt binder content, and VMA are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.

The Contractor may request a one-time field mix design be accepted by the Engineer of Materials. The Contractor will be notified in writing if the field mix design is accepted. A field mix design allows the Contractor to use the adjusted aggregate proportions for future verification of the mix design. Cold feed adjustments will be allowed to both the initial mix design and field mix design if they do not exceed more than 10% for any single cold feed or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. Gradation tolerances will be based off the initial job mix formula. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Once verified, the asphalt binder content shall be adjusted at the plant to obtain the optimum asphalt binder content shown on the mix design during production based on the lot average. At no time shall the asphalt binder content be adjusted in a manner to produce an asphalt binder content lower

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES**

than the design value. Adjustments to the asphalt binder content are not allowed for control of any volumetric property. All changes to be made to the asphalt binder content must first be reported to the Engineer. If adjustments do not give the intended result, production shall be stopped, and the asphalt plant and equipment shall be recalibrated and adjusted so the asphalt binder content can be successfully obtained.

The test method ARDOT 461, (NOTE 3), and (NOTE 4) in the table of the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted.

The thirteenth and fourteenth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures, NOTE 3 and NOTE 4** are hereby deleted.

The eighteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted.

The fourth and fifth sentences in the nineteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

Individual aggregate cold feeds should be adjusted to bring the mix design properties near the center of compliance limits. If excessive changes are required, production will be suspended, and a new mix design shall be developed according to the applicable specifications. Excessive changes are cold feed adjustments that exceed more than 10% for any single cold feed change or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

**Section 410, CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES**, is hereby modified as follows:

The first through third sentences in the first paragraph of **Subsection 410.09(a), General**, are hereby deleted and the following is substituted therefor:

The accepted mix design shall be verified by the Contractor at the start of mix production for that design or after an interruption of more than 120 calendar days. A maximum of 200 tons (200 metric tons) of materials may be placed on the roadway during the verification process. If the mix produced does not verify the mix design, the material placed on the roadway shall be declared a partial lot. If all verification attempts have been exhausted, a new mix design shall be required.

**Section 411, ASPHALT CONCRETE COLD PLANT MIX**, is hereby modified as follows:

The third sentence of **Subsection 411.05 (b), Acceptance**, is hereby amended and the following is substituted therefor:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PERCENT AIR VOIDS FOR ACHM MIX DESIGNS**

**Division 400** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of Paragraph 1 of **Subsection 404.01(b), Design Requirements**, is hereby deleted and the following substituted therefor:

The optimum asphalt content is the asphalt binder content at 4% Air Voids (AV).

The first bullet of Paragraph 1 is hereby deleted and the following substituted therefor:

- PG 64-22 and PG 70-22 mixes will be designed using 4% air voids;

The second sentence of Paragraph 2 of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted and the following substituted therefor:

Adjustments to the accepted mix design to conform to actual production values without re-design of the mixture shall be based on production of the mixture at a target value of 4.0% Air Voids (AV) in specimens and an asphalt binder content not less than that specified in the accepted mix design.

Table 405-1 of **Subsection 405.03 Materials** is hereby deleted and the following substituted therefor:

<b>Table 405-1</b>		
Design Requirements for Asphalt Concrete Hot Mix Base Course		
(1-1/2" [37.5 mm])		
Control Points		
Sieve (mm)	Percent Passing (%)	
2" (50.0)	100	
1½" (37.5)	90 - 100	
1" (25.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	15 - 41	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	0 - 6	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	11.5 – 13.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	<u>Design Gyration</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

\*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PERCENT AIR VOIDS FOR ACHM MIX DESIGNS**

Table 406-1 of **Subsection 406.04, Construction Requirements and Acceptance**, is hereby deleted and the following substituted therefor:

<b>Table 406-1</b>		
Design Requirements for Asphalt Concrete Hot Mix Binder Course (1" [25 mm])		
	Control Points	
Sieve (mm)	Percent Passing (%)	
1½" (37.5)	100	
1" (25.0)	90 - 100	
¾" (19.0)	90 max.	
No. 4 (4.75)	-	
No. 8 (2.36)	19 - 45	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	1 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	12.5 – 14.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<u>Design Gyration</u>	<u>Maximum Rut</u>
	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

\*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PERCENT AIR VOIDS FOR ACHM MIX DESIGNS**

Table 407-1 and Table 407-2 of **Subsection 407.04, Construction Requirements and Acceptance**, are hereby deleted and the following substituted therefor:

<b>Table 407-1</b>		
Design Requirements for Asphalt Concrete Hot Mix Surface Course (1/2" [12.5 mm])		
	Control Points	
Sieve (mm)	Percent Passing (%)	
3/4" (19.0)	100	
1/2" (12.5)	90 - 100	
3/8" (9.5)	90 max.	
No. 8 (2.36)	28 - 58	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	14.0 – 16.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test (8000 cycles, 100 psi, 64°C)	<u>Design Gyration</u>	<u>Maximum Rut</u>
	75 & 115	0.315 in. (8.000 mm)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

\*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PERCENT AIR VOIDS FOR ACHM MIX DESIGNS**

**Table 407-2**

Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8" [9.5 mm])

Sieve (mm)	Control Points	
	Percent Passing (%)	
1/2" (12.5)	100	
3/8" (9.5)	90 - 100	
No. 4 (4.75)	90 max.	
No. 8 (2.36)	32 - 67	
No. 16 (1.18)	-	
No. 30 (0.60)	-	
No. 50 (0.30)	-	
No. 200 (0.075)	2 - 10	
Asphalt Binder Content	Design Value	
% Air Voids	4.0	
% VMA	15.0 – 17.0	
Minimum Water Sensitivity Ratio	80.0	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 – 1.6	
Wheel Tracking Test	<u>Design Gyration</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	75 & 115	0.315 in. (8.000 mm.)
	160	0.197 in. (5.000 mm)
	205	0.197 in. (5.000 mm)

\*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 (0.075 mm) sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

### SUPPLEMENTAL SPECIFICATION

#### LIQUID ANTI-STRIP ADDITIVE

**Division 400** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 404, DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES**, is hereby modified as follows:

The following is added as the last bullet following the first paragraph of **Subsection 404.01(b), Design Requirements**:

- All ACHM mixes must contain a liquid, anti-strip additive.

**Section 409, MATERIALS AND EQUIPMENT FOR ASPHALT CONCRETE PLANT MIX COURSES**, is hereby modified as follows:

The second paragraph of **Subsection 409.02 Asphalt Binder** is hereby deleted and the following substituted therefor:

The asphalt binder for all Asphalt Concrete Hot Mixes shall contain a heat-stable, liquid anti-strip additive. The additive shall be furnished from the Qualified Products List. The additive shall not harm the completed bituminous concrete mixture and must be compatible with the aggregate and asphalt binder supplied for the project. The anti-strip additive shall be added either by an in-line blending process just before introduction of the asphalt binder to the mixer or by blending with the asphalt binder at the asphalt binder terminal. If blended at the terminal, the bill of lading accompanying the load being delivered to the hot mix asphalt plant shall include the anti-strip manufacturer's name, product name, and quantity of all anti-strip additive included in the load.

The liquid anti-strip additive shall be added at rates as indicated below:

- For ACHM mixes where the use of an anti-strip additive is required as determined by the laboratory analysis and mix design procedures, the anti-strip additive shall be added at the rate of 0.5% to 0.75% (0.05% to 0.10% for organosilane based materials) by weight of asphalt binder as determined by the laboratory analysis and laboratory mix design procedures.
- For all other mixes, the manufacturer's recommended dosage of the additive shall be used, but the rate of liquid anti-strip additive shall not be less than 0.25% (0.05% for organosilane based materials) by weight of the asphalt binder.

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****DESIGN OF ASPHALT MIXTURES**

**Section 400** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF  
ASPHALT CONCRETE PLANT MIX COURSES**

**Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby modified as follows:

**Subsection 410.10 Incentives** is hereby deleted.

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS**

**Section 410** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints**, is hereby deleted and the following substituted therefor:

The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**EVALUATION OF ACHM SUBLLOT REPLACEMENT MATERIAL**

**Section 410** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following shall be added to the second to the last paragraph of **Subsection 410.09 (a)**  
**General:**

If the material used to replace unacceptable material is a different mix design from what was originally placed, the remaining material in the lot and the replacement material shall both be evaluated as separate partial lots.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**RECYCLED ASPHALT PAVEMENT**

**Division 400** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth paragraph of **Subsection 416.03, Materials and Composition**, is hereby deleted and the following substituted therefor:

To ensure the “production” stockpile is distinguishable to anyone involved in the production of asphalt at the plant and no “unprocessed” materials are introduced into the process of ACHM mix manufacturing, the following shall be required for the use of Recycled Asphalt Pavement (RAP):

- Only processed RAP shall be introduced into asphalt mixes. Unprocessed RAP and processed RAP stockpiles shall be separated by distance and signed accordingly. Processed is defined as efforts to create a uniform stockpile of material and may include, but is not limited to, crushing and/or fractionating.
- RAP stockpiles should have only binder covered aggregates. There shall be no virgin aggregate or deleterious materials present in any RAP stockpile. Plant startup and shut down materials will be considered binder covered and are allowed. Aggregate not fully coated from asphalt plant produced material is not considered virgin aggregate.
- The maximum size of the reclaimed material shall be 3 inches when introduced into the mixer.
- Quality control testing for asphalt binder content and gradation of RAP shall be the contractor’s responsibility and conducted as follows:
  - Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job’s field verification process.
  - Minimum of one set of tests per job for jobs that contain at least 1,000 tons of ACHM.
  - One set of tests for every 10,000 tons of asphalt mix produced.
  - The first tests on the job must be performed within the first 3 days of production on the job.
- If testing determines the properties of the RAP have deviated significantly from the test results provided from field verification, as determined by the Engineer, changes to virgin binder content and/or aggregate proportions will be required before production of the ACHM mix continues. Once adjustments are made and the plant produced mix

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**RECYCLED ASPHALT PAVEMENT**

has the desired properties, the Contractor may request that a field mix design be accepted by the Engineer.

- In an effort to create uniform, repeatable testing for RAP binder content, asphalt binder content of the RAP shall be determined using AASHTO T308 with the specific requirements as follows:
  - Sample shall be dried to a constant mass as per AASHTO T 329 using a drying temperature of  $230^{\circ}\text{F} \pm 9^{\circ}\text{F}$ .
  - Preheat and burn sample in an ignition oven at a temperature of  $482^{\circ}\text{C}$ .
  - Asphalt Binder Content = % loss – Aggregate Correction Factor.
- An Aggregate Correction Factor for each ignition oven per asphalt mix design shall be submitted to the Resident Engineer before the start of production. Determination of the Aggregate Correction Factor may be based on regional historical data at the time of the change. This will ensure all parties involved are aware of the correction factor and therefore avoiding disagreements pertaining to manipulation/fluctuation in aggregate correction factors that could be used to adjust binder content data. Any change to the Aggregate Correction Factor must be shared with the Resident Engineer

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PORTLAND CEMENT CONCRETE PAVEMENT**

**Division 500** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 501.02(a), Cement**, are hereby deleted and the following substituted therefor:

**(a) Cement.** Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 501.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland cement or blended cement ( $\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$ ) shall not exceed 0.60%. The total alkali content in the cementitious material shall not exceed 5 lb/cu yd (2.4 kg/cu m).

The fifth paragraph of **Subsection 501.02(b), Fine Aggregate**, is hereby deleted.

The sixth paragraph of **Subsection 501.02(c), Coarse Aggregate**, is hereby deleted.

**Subsection 501.02(f), Cement Replacements, (1) Fly Ash**, is hereby deleted and the following substituted therefor:

**(1) Fly Ash.** Fly ash for use with Portland cement or blended cement shall comply with the requirements of AASHTO M 295, Class C or Class F. Mixing of Class C or Class F fly ashes will not be permitted.

The sixth through thirteenth paragraphs of **Subsection 501.03 Mix Design. (a), General**, are hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. Fly ash will not be allowed as a substitute for high early strength cements.

Slag cement may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at a rate of one kilogram (pound) of slag cement for each pound (kilogram) of cement replaced. Slag cement will not be allowed as a substitute for high early strength cements. Ternary mixes (cement, fly ash, and slag cement) are not allowed.

The minimum 28-day compressive strength shall be 4000 psi (28.0 MPa) when tested according to AASHTO T 22. Test specimens will be made and cured according to AASHTO T 23 or T 126 as applicable.

The mixed concrete shall have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design. All admixtures shall comply with Subsection 501.02(e).

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PORTLAND CEMENT CONCRETE PAVEMENT**

Fine and coarse aggregate shall be added only in such proportion that satisfactory plasticity, workability, and consistency of the mix are maintained, with the further provision that the ratio of the fine aggregate to cement, based on dry and rodded measure, shall be not less than 1.5 nor more than 2.5.

The specified water/cement ratio shall not be exceeded, and the minimum compressive strength shall be met.

A minimum of 15 working days prior to the commencement of paving operations, the contractor shall submit to the Engineer of Materials for review and approval the following:

- Certification for the low alkali cement proposed for use OR the results of fine and coarse aggregates Potential Alkali Reactivity test (AASHTO T 303) in accordance with Options 1 or 2 of Subsection 501.02.
- A Job Mix Formula (JMF) that contains sources of all aggregates proposed for use, a composite gradation of all aggregates, and proportions of each aggregate. Individual gradations of each aggregate shall be included. The JMF may only be changed upon written approval of the Engineer. Composite gradations will be calculated using ARDOT Test Method 558.
- A completed ARDOT Concrete Mix Design Submittal form. This form is located on the Materials Division website for download.

The last sentence of the third paragraph of **Subsection 501.05(c), Measuring Materials, (1) General**, is hereby deleted and the following substituted therefor:

The load ticket shall show the following information:

1. Unique ticket number.
2. Identification of the truck.
3. Date and time of batching.
4. Total weights and/or volumes of each component.
5. Total volume of mix.
6. Total quantity of water added after batching.
7. Time of discharge.
8. ARDOT Mix Design ID

The first sentence of **Subsection 501.08, High Early Strength Concrete Pavement**, is hereby deleted and the following substituted therefor:

Cement used in High Early Strength Concrete shall conform to AASHTO M 85, Type III, AASHTO M 240, Table 3, or a Rapid Hardening Hydraulic Cement in compliance with ASTM C1600.

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****PORTLAND CEMENT CONCRETE DRIVEWAY**

**Division 500, RIGID PAVEMENT**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY**, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

## SUPPLEMENTAL SPECIFICATION

## INCIDENTAL CONSTRUCTION

**Sections 609, 611, 617, and 618** of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

**Subsection 609.02(c), Materials for Drop Inlets and Junction Boxes**, is hereby deleted and the following is substituted therefor:

- (c) Steel for welded steel grates and frames shall comply with ASTM A709, Grade 36 (250).

**Subsection 611.02(a)(2), Materials for Pipe Underdrains, Outlet Protectors, and Covers**, is hereby deleted and the following is substituted therefor:

- (2) **Corrugated Polyethylene Tubing.** The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm<sup>2</sup>) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

The second sentence of **Subsection 617.02(a)(2), Materials for Steel Posts**, is hereby deleted and the following is substituted therefor:

- (2) **Steel Posts.** The steel shall comply with ASTM A709, Grade 36 (250).

**Subsection 617.02(b)(3), Materials for Terminal Anchor Posts**, is hereby deleted and the following is substituted therefor:

- (3) The steel anchor posts shall consist of structural shapes of the section shown on the plans, or as otherwise specified, and shall comply with ASTM A709, Grade 36 (250). The upper 15" (380 mm) of the anchor assembly shall be galvanized according to AASHTO M 111.

The third sentence of the third paragraph **Subsection 618.02(a), Posts for Guard Cable**, is hereby deleted and the following is substituted therefor:

- The steel shall comply with ASTM A709, Grade 36 (250).

**Subsection 618.02(d), Materials for Bolts, Nuts, and Washers**, is hereby deleted and the following is substituted therefor:

**ARKANSAS DEPARTMENT OF TRANSPORTATION****SUPPLEMENTAL SPECIFICATION****INCIDENTAL CONSTRUCTION**

- (d) Bolts, Nuts, and Washers.** Bolts, nuts, and washers shall conform to the plans and shall be steel complying with ASTM A 307, ASTM F3125, Grade A325, Heavy Hex, Type 1, or ASTM A449 (Heavy Hex), galvanized according to AASHTO M 232. Threads on bolts and nuts shall conform to Unified Coarse Thread Series Class 2A, ANSI B 1.1 (Metric Coarse Thread Series, ANSI B 1.13M, 6g tolerance).

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**RETROREFLECTIVE SHEETING FOR**  
**TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES**

**Section 604** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

## ARKANSAS DEPARTMENT OF TRANSPORTATION

## SUPPLEMENTAL SPECIFICATION

## TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

**Section 604** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/).

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONCRETE DITCH PAVING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 605, CONCRETE DITCH PAVING**, is hereby modified as follows:

The last sentence of **Subsection 605.03(e) Expansion Joints** is hereby deleted and the following substituted therefor:

The space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Prefomed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**PIPE CULVERTS FOR SIDE DRAINS**

**Section 606** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The second paragraph of **Subsection 606.01** is hereby deleted and the following substituted therefore:

For side drains, when the type is not specified on the plans, the Contractor may furnish any of the types listed in Subsection 606.02 provided that only one type and material shall be used for all side drains of like cross-sectional shape on the project. In addition, when circular pipe is specified for a side drain the Contractor may, at no additional cost to the Department, substitute an arch pipe providing the equivalent waterway.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**Mulch Cover**

**Section 620** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **620.02 Materials (d)** is hereby deleted and the following substituted therefore:

**(d) Mulch cover.** Shall be a mulch cover system as listed on the Department's Qualified Products List (QPL) or shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

The following is inserted after Subsection **620.03 Construction Requirements (c) Seeding (3) Hydro-seeding:**

**(4) Mulch Cover.** If a mulch cover system listed on the Department's Qualified Products List (QPL) is used then the mulch cover and the seed may be incorporated into one operation.

Subsection **620.03 Construction Requirements (d)** is hereby deleted and the following substituted therefore:

**(d) Mulch Cover.** If a Mulch Cover system listed on the Department's Qualified Products List (QPL) is used then refer to the application rate listed in the QPL otherwise the mulch cover shall be applied at the rate of 4000 pounds per acre (4500 kg/ha). If the mulch cover and seed are not incorporated into one operation then apply the mulch cover immediately after seeding and spread the mulch cover uniformly over the entire area by approved power mulching equipment. When approved by the Engineer, the Contractor may use hand methods to apply mulch cover to small or inaccessible areas. If the Contractor so elects, an approved mulching machine may be used, whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the Department.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION**

**Mulch Cover**

The first paragraph of subsection **620.03 Construction Requirements (e)** is hereby deleted and the following substituted therefore:

**(e) Mulch Anchoring.** If a mulch cover system is selected from the Department's Qualified Products List (QPL) then no additional anchoring is needed. If a mulch cover system is not used then immediately following or during the application of mulch cover on seeded areas, the mulch shall be anchored by one of the following methods.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION  
FILTER SOCKS**

**Section 621** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Subsection 621.01**:

**(p) Filter Socks.** This item shall consist of furnishing, installing, maintaining, and removing filter socks at locations indicated on the plans or as otherwise directed by the Engineer. Filter socks consist of filter media (compost or non-treated wood) encased in a three-dimensional fabric tube for the purposes of filtering silt, sediment, and other pollutants out of stormwater.

The following is added to **Subsection 621.02**:

**(o)** Compost or non-treated wood used for filter sock filter media shall be weed, disease, and pathogen free and derived from a clean source of woody organic matter. The media shall be free of any refuse, contaminants, or other materials toxic to plant growth. Test methods for the parameters shown in Table 621-2 should follow the recommendations provided in the AASHTO Standard Practice for Compost for Erosion and Sediment Control (R 51). Compost products must be supplied with a Seal of Testing Assurance (STA) by the U.S. Composting Council from the manufacturer. The Engineer may request a sample for approval prior to being used and materials must comply with all local, state, and federal regulations.

Table 621-2  
Filter Sock Media Parameters

Parameters	Reported as (units of measure)	Test Method	Required Value
pH	pH Units	AASHTO R 51	5.0-8.5
Moisture Content	%, wet weight basis	AASHTO R 51	<60%
Organic Matter Content	%, dry weight basis	AASHTO R 51	>30%
Particle Size	% passing a selected mesh size, dry weight basis	AASHTO R 51	99% passing a 2" sieve <40% passing a 3/8" sieve
Physical Contaminates (man-made inert material)	%, dry weight basis	N/A	<1%

Filter sock containment shall be produced from 5-mil-thick continuous high density polyethylene (HDPE) filament or multi-filament polypropylene (MFPP), woven or knitted into a tubular mesh netting. Openings in the mesh shall range from 1/8<sup>th</sup> to 3/8<sup>th</sup> inch. This tube shall then be filled to the specified diameter of the sock with filter media which meets the specifications outlined in Table 621-2. Filter sock fabric shall have a minimum functional longevity of 9 months.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**FILTER SOCKS**

Furnish filter socks with a diameter of 8-9, 12, 18, or 24 inches in diameter in variable lengths as directed by the Engineer.

Use 2" by 2" hardwood stakes of a length which will allow them to be driven at least one foot into the soil while leaving at least 3" projecting above the sock after installation. In rocky or other difficult locations steel stakes may be used if directed by the Engineer. Sandbags may be used as necessary to anchor the filter sock for installation on paved surfaces. Placement shall be as directed by the Engineer.

The following is added to **Subsection 621.03**:

**(q)** Trenching of filter socks is not required but woody vegetation shall be cut at ground level or otherwise removed, and uneven or rocky surfaces shall be graded or raked to ensure the socks uniformly contact the ground. The socks shall be secured with stakes driven through the center of the devices or installed as recommended by the manufacturer. For perimeter control or on slopes, stakes shall be installed on a maximum of 10 foot centers and the ends of the socks shall be directed upslope to prevent storm water from running around the end of the sock. For ditch checks and drop inlets, stakes shall be installed on a maximum of 4 foot centers. Additional stakes may be necessary as directed by the Engineer. Filter socks may be laid end to end or overlapped according to the manufacturer's directions.

Routinely maintain the socks in good condition (including staking, anchoring, etc.) Accumulated sediment shall be removed when the sediment reaches one-half the height of the sock or as directed by the Engineer. Sediment removed shall be deposited and stabilized as described in Section 110 of the Standard Specifications for Highway Construction, Edition of 2014. Repair of or complete replacement of torn or damaged socks shall be performed as required or as directed by the Engineer. Filter socks shall be carefully removed and replaced as required to facilitate construction operations.

When the required work has been completed, the area has been stabilized, and the filter socks are no longer required as approved by the Engineer, the containment material shall be cut and the core material shall be evenly distributed on the surrounding ground area. Containment shall be removed and disposed of.

The following is added to **Subsection 621.04**:

**(q)** Filter Socks will be measured by the linear foot (meter) complete in place; measurement will be made along the centerline of the top of the filter sock. No payment will be made for overlap. No payment will be made for additional length beyond that approved by the Engineer.

**ARKANSAS DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL SPECIFICATION  
FILTER SOCKS**

The following is added to **Subsection 621.05**:

(q) Filter Socks completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (meter) for Filter Socks, which price shall be full compensation for furnishing all materials; for installation and maintenance of filter socks; for temporarily removing and replacing filter socks as required to facilitate construction operation; for removal and disposal of the filter socks as directed; and for all labor, equipment, tools, and incidentals necessary to complete the work.

The following is added as the last Pay Item in **Subsection 621.05**:

<b>Pay Item</b>	<b>Pay Unit</b>
Filter Sock (____")	Linear Foot (Meter)

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONCRETE ISLAND**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 632, CONCRETE ISLAND**, is hereby modified as follows:

The last sentence of the fifth paragraph of **Subsection 632.03 Construction Requirements** is hereby deleted and the following substituted therefor:

The space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 633, Concrete Walks, Concrete Steps, and Hand Railing**, is hereby modified as follows:

**Subsection 633.02(E) Expansion Joints** is hereby deleted and the following substituted therefor:

A space not less than ½" (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.

Transverse expansion joints shall be placed at a maximum interval of 45' (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENTAL SPECIFICATION**

**CURBING**

**Division 600, INCIDENTAL CONSTRUCTION**, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 634, Curbing**, is hereby modified as follows:

The last paragraph of **Subsection 634.02 Materials** is hereby deleted and the following substituted therefor:

Material for the joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**MAILBOXES**

**Section 637** of the Standard Specification for Highway Construction, Edition 2014, is hereby amended as follows:

The first paragraph of **Subsection 637.02** is hereby deleted and the following substituted therefor:

The mailbox post shall be either metal or southern yellow pine and shall be the size shown on the plans. Wood posts shall be pressure treated using only preservatives that are registered with the US EPA under FIFRA. Preservatives and treatments shall meet the requirements of AASHTO M-133 or American Wood Protection Association (AWPA) Standard UI, Commodity Specification A for Posts (sawn 4 sides), Commodity Specification B for Posts (round, ½ and ¼ round); UC4A for Ground Contact General Use or UC4B Ground Contact Heavy Duty. Metal posts shall be either galvanized or painted.

**ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

**SUPPLEMENTAL SPECIFICATION**

**DESIGN AND MATERIAL REQUIREMENTS FOR TRAFFIC SIGNAL PEDESTAL POLES**

**Section 715** of the Standard Specifications for Highway Construction, Edition of 2003, is hereby amended as follows:

The first bullet following the fourth paragraph of **Subsection 715.03** is hereby deleted and the following substituted therefore:

- That the design complies with the plans and specifications and meets or exceeds the standards found in the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals 4<sup>th</sup> Edition (2001)* with 2003 and 2006 interims.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**CONCRETE FOR STRUCTURES**

**Division 800** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

**(a) Cement.** Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland or blended cement ( $\text{Na}_2\text{O} + 0.658 \text{K}_2\text{O}$ ) shall not exceed 0.60%. The total alkalis in the cementitious material shall not exceed 5 lbs./cu yd (2.4 kg/cu m).

The sixth paragraph of **Subsection 802.02(b), Fine Aggregate**, is hereby deleted.

The sixth paragraph of **Subsection 802.02(c), Coarse Aggregate**, is hereby deleted.

**Subsection 802.02(e), Admixtures**, is hereby deleted and the following substituted therefor:

**(e) Admixtures.** Admixtures shall be from sources that are listed on the Department's QPL in Division 500. Admixtures will be reviewed and approved during the mix design submittal. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate range as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the amount of admixture entering the mixing water can be readily determined.

**Subsection 802.05(b), Mix Design by the Contractor**, is hereby deleted and the following substituted therefor:

**(b) Mix Design by the Contractor.** The proportions to be used in the mix for each class shall be determined by the Contractor using the absolute volume method. The Contractor may use the procedure provided in the ACI Standard 211.1 or Portland Cement Association "Design and Control of Concrete Mixtures", modified to comply with the minimum compressive strength and maximum water/cement ratio specified for the class of concrete. A minimum of 15 business days prior to the start of production of the concrete mixture, the Contractor shall submit test results and/or certifications for all materials and detailed mix design data to the Engineer of Materials for review and approval. The ARDOT Concrete Mix Design Submittal form is available for download on the Materials Division website and shall be used. The Department will assign a Mix Design ID, and it shall be included on the delivery ticket.

**ARKANSAS DEPARTMENT OF TRANSPORTATION**  
**SUPPLEMENTAL SPECIFICATION**  
**CONCRETE FOR STRUCTURES**

The Contractor will submit slump ranges during the mix design process. The Engineer of Materials will determine the allowable tolerances for slump during review of the mix design. The mixed concrete shall have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design.

Acceptance of the mix design by the Engineer will be based on apparent conformity to the requirements shown in Table 802-1 and listed herein. If the mix design fails to produce acceptable results or if there is a change in the aggregates, fly ash, or cement being used, a new mix design will be required. It shall remain the Contractor's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria specified. When requested by the Engineer, the Contractor shall submit samples of all materials for verification testing. Production shall not begin until the mix design is accepted by the Engineer.

A mix design submitted for acceptance need not be prepared specifically for this project but may be a previously accepted design that uses the same materials and meets the same design criteria.

Mix designs accepted under this section will become the property of the Department and may be accepted for use on other projects, by other contractors, or by the Department.

In **Table 802-1**, Slump Range for all classes of concrete are hereby deleted.

The first paragraph of **Subsection 802.05(d), Fly Ash**, is hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. The water/cement ratio shall be calculated using the total weight of both cement and fly ash. Fly ash in Class B concrete shall meet the requirements specified in Subsection 802.05(c) and listed herein. Mixtures with fly ash shall meet the same requirements as mixtures without fly ash. Fly ash will not be allowed as a substitute in high early strength mixes. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

**SP-2 – CITY OF JONESBORO SPECIAL PROVISIONS**

## CITY OF JONESBORO, ARKANSAS

### SPECIAL PROVISION

#### JOB NO. 26681.01

### ACCESSIBLE PEDESTRIAN SIGNAL (APS)

1. **DESCRIPTION.** This item shall include furnishing and installing at locations shown on the plans or as directed, an Audible-Tactile Pedestrian Signal System and shall consist of all electronic control equipment, mounting hardware, and push button stations which are designed to provide both a push button with a raised vibrating tactile arrow on the button, along with a variety of audible indications for differing pedestrian signal functions. This work shall be done in accordance with this special provision, the “LED Countdown Pedestrian Signal Head” special provision, and the Standard Specifications for Highway Construction, Edition of 2014, **Section 707 Pedestrian Signal Head**.
2. **MATERIALS AND CONSTRUCTION.**
  - A. **Design Compliance.** The System shall meet the following standards:
    1. Functionality requirements of MUTCD 2023 – 4K.
    2. NEMA TS 2 Section 2.1 Temperature & Humidity requirements.
    3. NEMA TS 2 Section 2.1 Transient Voltage Protection requirements.
    4. NEMA TS 2 Section 2.1 Mechanical Shock and Vibration requirements.
    5. IEC 61000-4-4, IEC 61000-4-5 Transient Suppression requirements.
    6. FCC Title 47, Part 15, Class A Electronic Noise requirements.
    7. The Push Button Station (PBS) Enclosure shall meet NEMA 250 - Type 4X Enclosure requirements.
    8. The Central Control Unit (CCU) & Ped Station Monitor (PSM) Enclosures shall meet NEMA 250 - Type 1 requirements.
    9. The System shall meet NEMA TS 4 - Electrical Reliability requirements (applicable portions of Section 8).
  - B. **Functional Requirements.**
    1. The System shall support from 2-16 PBS’s per intersection (maximum of 4 push buttons per channel) controlled by a single base unit located in the traffic control cabinet.
    2. The System shall be able to be set to vibrate a tactile arrow button during the WALK interval following a button push and/or every time the walk comes up.
    3. The System shall have the field-selectable function known as “Locating Tone”. This means that during the FLASHING DON’T WALK and the DON’T WALK intervals, the system shall provide a locating tone that emanates from the Pedestrian Push Button Station. The system shall provide at least three different sounds to choose from.
    4. The System shall have the field selectable function known as “Extended Push Activation”. This means that the audible WALK message will only be activated and

## **CITY OF JONESBORO, ARKANSAS**

### **SPECIAL PROVISION**

#### **JOB NO. 26681.01**

#### **ACCESSIBLE PEDESTRIAN SIGNAL (APS)**

- sound during the WALK interval if the button is depressed for a field selectable minimum period of time (from 0 to 6 seconds). Also, for the following walk phase, the volumes have a separately settable minimum and volume level.
5. The System shall have the field selectable function known as “Informational Message”. This means that a custom message giving the location of the street to cross and the intersection (or other information) will be vocalized only when the button is depressed for a minimum field selectable time.
  6. The System shall provide a “Wait” message that plays once the button is activated until the walk cycle goes into effect. This message must have the field selectable option of OFF or playing every 4, 6, 8 or 10 seconds.
  7. The System shall have standard “Travel Direction” options that can be selected at the time of installation.
  8. The System shall have at least five field selectable walk sound options including a cuckoo, a chirp, a rapid tick or custom voice message.
  9. The System shall provide 3 Ped-clearance sound choices including audible countdown (field selectable). The audible countdown shall represent the time remaining during the pedestrian clearance interval. Timing is automatically adjusted to CLEARANCE INTERVAL timing.
  10. The System shall provide two language capabilities, selectable by user (as a custom feature).
  11. The System shall provide Emergency preemption message in conjunction with a preemption system (selectable feature).
  12. LOCATE tone and “Walk,” Pedestrian Clearance” audible feature must have independent settable minimum and maximum volume limits.
  13. All sounds for all PBS’s must be synchronized.
  14. The system shall have an ambient sensing microphone located in the pedestrian station in a non-visible, environmentally protected housing.
  15. All sounds levels shall adjust automatically in response to ambient noise over a 60-dB range with additional control to have the sound level at ambient, 5dBA or 10dBA over ambient, to a maximum of 100 dBA.
  16. The system shall have an independent ambient adjustment setting for the locate tone that allows the locate tone volume to be set to play below the ambient noise level.
  17. The system shall utilize high quality digital audio technology by using 12-bit samples at a 16k Hz sample rate audio amplifier and must have total harmonic distortion of less than 3%.

## **CITY OF JONESBORO, ARKANSAS**

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#### **JOB NO. 26681.01**

#### **ACCESSIBLE PEDESTRIAN SIGNAL (APS)**

18. The firmware and voice messages shall be updatable via a laptop computer or smart device. There shall be no requirement for the hardware to be changed out to update.
19. The System shall have the option to mute sounds on all crosswalks except activated crosswalk (selectable feature).
20. The System shall have no field replaceable fuses. All fuses shall be self-resetting.
21. The System shall have the ability to have two separate program configurations with all features available that can be turned on through an external input.
22. All programming and adjustments shall be made using a laptop computer or smart device. No additional hardware or equipment shall be required. The system shall be fully compatible with the three latest versions of the Windows operating platform.

#### **C. Central Control Unit (CCU) - The CCU is the power supply and control unit that provides power and data for the Push Button Stations.**

1. Shall be installed inside the Traffic Cabinet and powered by the AC supply mains (115 VAC).
2. Shall control up to 16 PBS's in a maximum of 4 channels up to 4 PBS's per channel.
3. Shall control up to four Pedestrian channels, receiving its timing from the Walk and Don't Walk signals.
4. Shall be able to self-test all PBS's and put a channel into recall should a PBS fail the self test.
5. Shall provide optically isolated general-purpose inputs.
6. Shall be provided with a 4-cable interface harness assembly.
7. Shall be provided with an interface connection board.
8. Shall have Ethernet access to PBS's through the CCU to be able to change the settings of PBS as well as monitor the self-test Events of the PBS's and report back to the Central Control Station.
9. Shall have internal memory to store a few hundred events with a date-time stamp for each event.
10. Shall have an internal real-time clock.
11. Firmware for the CCU shall be updated by USB port on the CCU, laptop computer, or smart device.
12. The CCU shall have 2 built in conflict monitoring systems:
  - i. Monitors the PBS and the ped-head lights and powers off the channel upon a conflict.
  - ii. Processors monitor each other and reset the CCU upon loss of internal communication.

## CITY OF JONESBORO, ARKANSAS

### SPECIAL PROVISION

#### JOB NO. 26681.01

#### ACCESSIBLE PEDESTRIAN SIGNAL (APS)

13. Shall meet NEMA 250 – Type 1 enclosures requirements.

**D. Pole Mounting Assembly** - This equipment is typically mounted on a pole near the start of a crossing. It is commonly referred to as the “Pedestrian Push Button Station” or “PBS”).

1. PBS shall be a single fixture that contains the vibro-tactile 2” ADA-compliant pedestrian push button with directional tactile arrow, a weatherproof speaker, and the appropriate sign for each location.
2. All audible sounds shall emanate from the PBS.
3. The external housing shall not have any polycarbonate or plastic parts.
4. PBS's must require only two wires coming from the traffic control cabinet for each phase / crosswalk.
5. Each PBS shall have a system unique ID.
6. SPEAKER: 8 Ohms, 12-Watt maximum, weatherproof.
7. PUSH BUTTON: ADA compliant with raised arrow on the button plunger. Cast Aluminum, Nickel-plated and powder coated for color contrast. The arrow on the PBS shall be able to be changed to one of four directions.
8. PUSH BUTTON: Uses Piezo switch technology rated to greater than 20 million operations.
9. VIBRATOR POWER: Arrow button shall pulse at 20 Hz with a 0.003-inch displacement against an applied 2 lb force.
10. CONFLICT WALK MONITOR: Circuitry shall have a separate microcontroller that independently monitors the main microcontroller outputs and “Walk Mode” for conflict condition, the PBS is reset in case of conflict detection.
11. The firmware and voice messages shall be updatable by using a laptop computer or smart device. There shall be no requirement for the hardware to be changed out to update.
12. VOLTAGE TRANSIENT PROTECTION: Meets applicable NEMA TS 2 requirements.
13. Meets or exceeds NEMA 250 type 4X enclosure requirements.
14. CONSTRUCTION:
  - i. FRAME: Cast Aluminum, Powder Coated.
  - ii. MESSAGE SIGN: Aluminum, Powder Coated, Ink Markings.
  - iii. PUSH BUTTON: Aluminum, Powder Coated.
15. MESSAGE MARKING: At time of order, the customer may specify the Message Sign Markings to be the **International Walking Person** or the **Informational**

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**ACCESSIBLE PEDESTRIAN SIGNAL (APS)**

- Explanations** for the three (3) distinct pedestrian displays (WALK, DON'T WALK, and PED CLEAR) that a pedestrian would see on an active pedestrian head.
- 16.** A push button extender shall be supplied and installed on traffic signal poles with mast arms and pedestrian signal poles that are 10 foot or taller. To ensure the push button orientation, height requirements are met, and that side reach from the edge of sidewalk is not more than 10 inches.
  - 17.** The APS shall be installed in accordance with the manufacturer's recommendations.
  - 18.** A field test of the APS shall be performed in the presence of the Engineer. If a unit fails to pass testing, the Contractor shall replace the unit to ensure a fully operational system at their expense.
- E. Programming** - The APS shall be programmable and adjustable.
- 1.** Programming and adjustments shall be made using a laptop computer or smart device. No additional hardware or equipment shall be required. The system shall be fully compatible with the three latest versions of the Windows operating platform.
  - 2.** Shall be password protected.
- 3. METHOD OF MEASUREMENT.** Completed and accepted items will be measured as follows:
- A. Central Control Unit** will be measured by the unit.
  - B. Pole Mounted Assembly** will be measured by the unit.
- 4. BASIS OF PAYMENT.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid as follows:
- A. Central Control Unit** - Price bid for Central Control Unit and associated equipment specified, shall be full compensation for furnishing all equipment listed above; meeting all functional requirements listed above, for installing, programming, wiring, and testing the unit; and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.
  - B. Pole Mounted Assembly** - Price bid for Pole Mounted Assembly shall be full compensation for furnishing the Pedestrian Push Button Station with all items including but not restricted to materials, equipment, tools, programming, software, labor, and incidentals necessary to complete the work.

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**JOB NO. 26681.01**

**ACCESSIBLE PEDESTRIAN SIGNAL (APS)**

Payment shall be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Central Control Unit	Each
Pole Mounted Assembly	Each

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO. 26681.01**

**ELECTRICAL CONDUCTORS-IN-CONDUIT (TRAFFIC SIGNAL)**

**DESCRIPTION.** This item consists of furnishing and installing electrical conductors from point to point as indicated on the plan sheets.

**MATERIALS.** The electrical conductors shall consist of cables of the gauge and number of conductors specified on the plan sheets and shall be USE rated (single conductor) or UF rated (two conductor) with cross-link polyethylene (XLP) insulation, 600-volt rating, and suitable for underground duct installation in wet or dry locations. Electrical conductors shall be UL Listed, and shall comply with ASTM B3, B8, B787, and UL Standard 854. Multiple single conductor cables shall not be twisted. Electrical conductors shall be solid or stranded copper unless otherwise approved by the Engineer.

Where specified "With Ground" (WG), included shall be a copper safety ground of either bare copper or green insulated; of not less than two sizes less than the load carrying conductors, whichever is greater.

Where specified "Equipment Ground Conductor" (E.G.C.), conductor shall be a copper safety ground of either bare copper or green insulated of the size and quantity shown.

**CONSTRUCTION REQUIREMENTS.** Splices are allowed at pole bases or as approved by the Engineer. Unless waterproof quick disconnects are used, splicing methods considered acceptable are: Soldered, compression connectors of proper size employing cyclic crimping devices, terminal strips, or other method approved by the Engineer. Splices on terminal strips shall utilize proper spade lugs. All splices shall be waterproof. When taping is required, the wire shall be covered with six (6) layers of plastic electrical tape and sealed with "Scotch-Coat" or other similar electrical sealing material. Where wire nuts are used, soldering, taping and sealing is still required. Electrical insulating putty may be used to round off sharp corners of wire or connectors before applying tape. Slack cable (3 ft. min.) shall remain at each splice location.

**METHOD OF MEASUREMENT.** Electrical Conductors-In-Conduit shall be measured by the linear foot. Multiple conductors shall be measured together, not measured singularly.

**BASIS OF PAYMENT.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot for Electrical Conductors-In-Conduit of the type and size called for on the plans, which price shall be full compensation for furnishing materials, splicing, and connections and for all tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

**Pay Item**

**Pay Unit**

Electrical Conductors-In-Conduit ( \_c/\_ A.W.G.,\_)

Linear Foot

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO. 26681.01**

**LED COUNTDOWN PEDESTRIAN SIGNAL HEAD**

1. **DESCRIPTION.** This item shall consist of furnishing and installing Countdown Pedestrian Signal Heads and components based on Light Emitting Diode (LED) technology according to these specifications as well as **Section 707 Pedestrian Signal Head** of the Standard Specifications for Highway Construction, Edition of 2014, subject to approval of the engineer. The basic configuration consists of the “filled”, symbolic single section design. Portions of the standard specifications will be superseded by these special provisions.
2. **MATERIALS.** The LED modules shall be suitable for span wire and mast arm mounted signals. Units must meet the following specifications to be accepted.

**(A) Physical and Mechanical.** LED pedestrian signal modules designed shall not require special tools for installation. Retrofit replacement LED signal modules shall fit into existing pedestrian signal housings built to the VTCSH Standard without modification to the housing. Installation of a retrofit replacement LED signal module into an existing signal housing shall only require the removal of the existing optical unit components, i.e., lens, lamp, and gaskets; shall be weather tight and fit securely in the housing; and shall connect directly to existing electrical wiring utilizing spade connectors. It shall not be necessary to remove reflector or lamp module. Reflector and lamp module is not required where new housings are provided.

The countdown feature will be displayed only during the flashing “Don’t Walk” segment of the pedestrian phase. This feature should be able to restart at the correct part of the signal cycle after a power outage or a signal pre-emption has been activated.

**(B) Optical Requirements.** The modules shall be measured per ITE specifications, and are required to meet luminous values that are a minimum of 115 percent greater than the required minimum values in the specifications at the time of production. The YELLOW modules shall be tested for luminous output at 25°C, allowing the modules to achieve thermal equilibrium for 60 minutes, while the modules are energized at nominal operating voltage, at a 8.3% (or 1/12) duty cycle or 5 sec on/55 sec off). The yellow modules shall meet all other ITE specifications.

**(C) Optical Unit.** LED signal modules shall meet the following requirements:

**Optical Unit Replacement** - The LED module shall be constructed to allow the replacement of the outer lens and/or the light engine when needed.

**Lens Surface** - The external lens shall be smooth on the outside to prevent excessive dirt/dust buildup.

**Chromaticity** - The measured coordinates of LED signal modules shall conform to the chromaticity requirements of Section 8.04 and Figure 1 of the VTCSH standard.

**Environment** - The LED signal module shall be rated for use in the ambient operating temperature range, measured at the exposed rear of the module, of -40° C (-40° F) to +74°C (+165° F). The LED sign module shall be protected against dust and moisture intrusion per the requirements of NEMA Standard 250-1991, sections 4.7.2.1 and

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### SPECIAL PROVISION

#### JOB NO. 26681.01

#### LED COUNTDOWN PEDESTRIAN SIGNAL HEAD

4.7.3.2, for Type 4 enclosures to protect all internal LED, electronic, and electrical components. The LED signal module lens shall be UV Stabilized.

**Pre assembly** - The LED signal module shall be a single, self-contained device, not requiring on-site assembly for installation into an existing pedestrian signal housing. The power supply for the LED signal module may be either integral or packaged as a separate module. The power supply may be designed to fit and mount inside the pedestrian signal housing adjacent to the LED signal module. The assembly and manufacturing process for the LED signal assembly shall be designed to assure all internal LED and electronic components are adequately supported to withstand mechanical shock and vibration from high winds and other sources.

**LED Drive Circuitry (parallel)** - The individual LED light sources shall be wired so that a catastrophic failure of one LED light source will result in the loss of only that one LED light source, and the loss of no more than 1% of the total LED'S within the LED signal module.

**Material Composition** - Materials used for the lens and signal module construction shall conform to ASTM specification for the materials where applicable. Enclosures containing either the power supply or electronic components of the signal modules shall be made of UL94VO flame retardant materials. The lens of the signal module is excluded from this requirement.

**Identification Markings** - Each individual LED signal module shall be identified for warranty purposes. Each LED signal module shall be identified on the backside with the manufacturer's name and serial number. The following operating characteristics shall be identified: nominal operating voltage, power consumption, and Volt-Ampere. Modules shall have a prominent and permanent vertical indexing indicator, i.e. UP ARROW or the word UP or TOP, for correct indexing and orientation inside a signal housing. Modules conforming to this specification may have the following statement: "Manufactured in Conformance with the Interim Purchase Specification of the ITE for LED vehicle Pedestrian signal Modules" on an attached label.

**(D) Manufacturer's Warranty.** The standard contract warranty shall apply with time extensions applied to materials. The contractor shall provide a written manufacturer's guarantee to the Agency (City, County or etc.) who provides electrical service and maintenance of the intersection. Warranty shall provide the following stipulations:

- Isolated Failures Warranty Period not less than 7 Years
- Design Failure Warranty Period not less than 5 Years

Warranty for isolated lens failure shall include replacement LED module at no cost for materials and shipping for a period of 7 years from the date the intersection is considered substantially complete by the engineer. An LED module shall be considered failed when the luminosity drops below the ITE requirements listed above.

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**JOB NO. 26681.01**

**LED COUNTDOWN PEDESTRIAN SIGNAL HEAD**

A product "Design Failure" is considered to have occurred if, within a period of 5 years or less, a total of ten percent (10%) of the LED modules supplied on a particular Job are considered failed as described above. The supplier shall then "recall" the entire shipment at no cost to the agency maintaining the equipment. This shall include labor and equipment necessary to replace the units.

3. **CONSTRUCTION REQUIREMENTS.** Construction shall be in accordance with the standard specifications. No distinction is made for span-wire installations, post mount, mast arm mount, or other mounting methods as described on the plan sheet(s).
4. **METHOD OF MEASUREMENT.**
  - A. **Pedestrian Signal Head, LED.** Work completed and accepted and measured as provided above will be measured by unit.
  - B. **Pedestrian Signal Head, LED Lens Retrofit (Ret).** Work completed and accepted and measured as provided above will be measured by unit.
5. **BASIS OF PAYMENT.**
  - A. **LED Pedestrian Signal Head.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for PEDESTRIAN SIGNAL HEAD LED of the type, display and size specified, which price shall be full compensation for furnishing and installing all materials and signs; and for all labor, equipment, tools, and incidentals necessary to complete the work.
  - B. **LED Pedestrian Signal Lens Ret.** Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per each for PEDESTRIAN SIGNAL LED LENS RET of the type, number of sections, color and display specified, which price shall be full compensation for removing existing unnecessary hardware and modifying existing housing; and for furnishing and installing all materials; and for all labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Countdown Pedestrian Signal Head, LED	Each

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**SPECIAL PROVISION**

**JOB NO. 26681.01**

**PRECAST CONCRETE HEADWALL**

**DESCRIPTION:** This item shall provide for the substitution of Precast Concrete Headwall as an equal alternate to cast in place headwall. The work shall consist of installing Precast Concrete Headwall at designed locations or as directed by the Engineer.

**MATERIALS:** Precast units shall bear evidence that the component materials have been tested and approved and the construction methods have been inspected by an inspector approved by the Engineer.

Reinforcements and materials of Precast Concrete Headwall shall be in accordance with **Section 802** and **Section 804** of the Arkansas Standard Specification for Highway Construction, Edition of 2014.

Precast units may be rejected for not meeting any one of the specification requirements. Individual units may also be rejected for fractures or cracks passing through the wall or surface defects indicating honeycombed or open texture surfaces. Rejected units to be replaced with acceptable units meeting the requirements.

**CONSTRUCTION METHODS:** Excavation and backfill shall be according to the requirements of **Section 801**. Precast Concrete Headwall shall be bedded on a foundation of firm and stable material, accurately shaped to conform to the base of the units. All pipe built into the walls of the structure shall fit flush with the inside face of the wall. Overall widths of headwalls shall be modified to fit the finished width of the various structures.

The Contractor shall provide adequate means to lift and place the precast units. Fill lifting holes with mortar or concrete and cure. Precase concrete or mortar plugs may be used. Jointing material shall be furnished for proper joint sealing.

The Contractor's operations shall be arranged so as to cause a minimum of interference with local traffic and use all precaution to prevent damage to the culvert pipe during the construction of the headwall.

**BASIS OF PAYMENT:** Precast Concrete Headwalls accepted will be paid for at the contract unit price bid, which said price shall be full compensation for quality control; for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Precast Concrete Headwall	Each

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO. 26681.01**

**REMOVAL OF TRAFFIC SIGNAL EQUIPMENT**

**DESCRIPTION.** Under this item, the contractor shall remove traffic signal heads, traffic signal poles, traffic signal pole foundations, span wire assemblies, traffic controllers and all other existing signal equipment at locations shown on the plans or as ordered by the Engineer.

**MATERIALS.** The contractor shall provide all equipment and tools necessary to remove the signal equipment at locations shown on the plans or as designated by the Engineer.

**CONSTRUCTION REQUIREMENTS.** The contractor shall maintain the existing signal operations as much as possible throughout construction until the completion of the contract. Control of the intersection shall be by police officers, flagmen, or as determined by the Engineer at anytime that the signals are not in operation.

The contractor shall remove the traffic signal pole foundations and all appurtenances such as reinforcing steel, conduit, anchor bolts and cable to a depth of 18 inches below grade. The concrete foundations shall be broken up and the material disposed of outside of the limits of the project by the contractor. The contractor shall fill with earth all holes where concrete foundations or wooden span wire poles have been removed under this item. The earth in the hole shall be thoroughly compacted until it is as firm and unyielding as the surrounding material. Concrete or asphalt surfaces shall be restored to existing conditions.

All equipment shall remain the property of the City or County and the contractor shall notify the City or County 24 hours in advance of the removal. All removed equipment shall be stored by the contractor at the construction site. The contractor shall provide a secure, weather-tight enclosure to store all electric components until they can be removed from the construction site.

**METHOD OF MEASUREMENT.** Removal of traffic signal equipment will be measured by the lump sum.

**BASIS OF PAYMENT.** Work completed and accepted and measured as provided above will be paid for at the contract lump sum price bid for Removal of Traffic Signal Equipment, which price shall be full compensation for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work as described herein.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Removal of Traffic Signal Equipment	Lump Sum



**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO. 26681.01**

**STORM WATER POLLUTION PREVENTION PLAN**

**National Pollution Discharge Elimination System  
General Permit # ARR150000**

**Prepared for:**

**City of Jonesboro, Arkansas**

Date: September 26, 2025

**GENERAL INFORMATION:**

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the County for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

- a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition*, (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.
- b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.
- c) Contract documents provide the Contractor and County with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan* and a copy the Notice of Coverage (NOC).
- d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.
- e) Construction site posting.
  - i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* DEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Division of Environmental Quality (DEQ) Authorization Letter to Discharge Storm Water when it is sent by DEQ.
  - ii. For small construction sites under five acres (automatic coverage sites) - the completed DEQ Notice of Coverage for small sites from the DEQ website.

Project Name and Location: HWY. 91 SIDEWALK AND LANE RECONFIGURATION – Jonesboro, AR

Property Parcel Number (Optional): \_\_\_\_\_

Operator Name and Address: City of Jonesboro, 300 S Church St. Jonesboro, AR 72401

A. Site Description

- a. Project description, intended use after NOI is filed: This project includes constructing sidewalks and improving storm water drainage with curb & gutter and underground storm drainage along Johnson Ave, and adding a bidirectional turn lane at Johnson Ave.
- b. Sequence of major activities which disturb soils:
  - 1. Clearing and grubbing in the construction area
  - 2. Removal of existing pavement, concrete driveways, and curb & gutter.
  - 3. Grading
  - 4. Construction of drainage structures.
  - 5. Construction of sidewalks, turnouts/driveways, and curb & gutter.
- c. Total Area: 9.12 Acres ±      Disturbed Area: 2.17 Acres ±
- d. Soils Information:
  - i. Runoff Coefficient Pre-Construction: 0.74
  - ii. Runoff Coefficient Post-Construction: 0.79
  - iii. Describe the soil or the quality of any discharge from the site:  
Loring Silt Loam, Grenada Silt Loam, and Collins Silt Loam

B. Responsible Parties

*Be sure to assign all SWPPP related activities to an individual or position; even if the specific individual is not yet known (i.e. contractor has not been chosen).*

Individual/Company	Phone Number	Service Provided for SWPPP (i.e., Inspector, SWPPP revisions, Stabilization Activities, BMP Maintenance, etc.)
City CEI Consultant	870-336-0117	Inspector, SWPPP Revision.
Contractor		Stabilization, Activities, BMPs.

C. Receiving Waters

- a. The following waterbody (or waterbodies) receives stormwater from this construction site:  
Lost Creek, Turtle Creek, Bayou DeView

b. Is the project located within the jurisdiction of an MS4?  Yes  No

i. If yes, Name of MS4: City of Jonesboro MS4

c. Ultimate Receiving Water:

Red River

White River

Ouachita River

St. Francis River

Arkansas River

Mississippi River

D. Site Map Requirements (Attach Site Map):

- a. Pre-construction topographic view;
- b. Direction of stormwater flow (i.e., use arrows to show which direction stormwater will flow) and approximate slopes anticipated after grading activities;
- c. Delineate on the site map areas of soil disturbance and areas that will not be disturbed under the coverage of this permit;
- d. Location of major structural and nonstructural controls identified in the plan;
- e. Location of main construction entrance and exit;
- f. Location where stabilization practices are expected to occur;
- g. Locations of off-site materials, waste, borrow area, or equipment storage area;
- h. Location of areas used for concrete wash-out;
- i. Location of all surface water bodies (including wetlands) with associated natural buffer boundary lines. Identify floodplain and floodway boundaries, if available;
- j. Locations where stormwater is discharged to a surface water and/or municipal separate storm sewer system if applicable,
- k. Locations where stormwater is discharged off-site (should be continuously updated);
- l. Areas where final stabilization has been accomplished and no further construction phase permit requirements apply;
- m. A legend that identifies any erosion and sediment control measure symbols/labels used in the site map and/or detail sheet; and
- n. Locations of any storm drain inlets on the site and in the immediate vicinity of the site.

E. Stormwater Controls

- a. Initial Site Stabilization, Erosion and Sediment Controls, and Best Management Practices:

- i. Initial Site Stabilization:  
Initial site stabilization shall consist of the construction of a temporary construction exit (locations determined by contractor and approved by engineer), installation of perimeter silt fences, and ditch checks as indicated on the Erosion Control Details in the Project Plans. All applicable signs, Notice of Coverage (NOC) shall be posted on-site and have this SWPPP with Erosion Control Details from project plans at the site for continual use and modification.
- ii. Erosion and Sediment Controls:  
Dust control by wetting down areas as needed.  
Limiting disturbed area will be limited by the Engineer as discussed in Subsection 110.05(d) of the ARDOT Standard Specifications.  
Stabilized exits and/or wheel washing as needed.  
Preserving existing vegetation as shown in the plans.  
Sod stabilization where construction activities have permanently ceased.  
Curb and gutter install during construction of project.  
Mulch cover and temporary seeding will be initiated within 14 days of temporarily ceasing construction activity.  
Rock ditch checks to be installed prior to any construction.  
Drop inlet compost filter sock to be installed at new inlets during construction and at existing inlets prior to and during construction.  
Silt fences to be installed prior to any construction.
- iii. If periodic inspections or other information indicates a control has been used inappropriately or incorrectly, the operator will replace or modify the control for site situations: Yes No  
If No, explain: \_\_\_\_\_  
\_\_\_\_\_
- iv. Off-site accumulations of sediment will be removed at a frequency sufficient to minimize off-site impacts: Yes No  
If No, explain: \_\_\_\_\_  
\_\_\_\_\_
- v. Sediment will be removed from sediment traps or sedimentation ponds when design capacity has been reduced by 50%: Yes No  
If No, explain: \_\_\_\_\_  
\_\_\_\_\_

- vi. Litter, construction debris, and construction chemicals exposed to stormwater shall be prevented from becoming a pollutant source for stormwater discharges: Yes No

If No, explain: \_\_\_\_\_  
\_\_\_\_\_

- vii. Off-site material storage areas used solely by the permitted project are being covered by this SWPPP: Yes No

If Yes, explain additional BMPs implemented at off-site material storage area: \_\_\_\_\_  
\_\_\_\_\_

b. Stabilization Practices

- i. Description and Schedule:

Disturbed portions of the site where construction activities permanently cease are to be stabilized with sod per the final Storm Water Pollution Prevention Plan. This permanent stabilization must occur within 14 days of an area reaching final grade.

- ii. Are buffer areas required? Yes No

If Yes, are buffer areas being used? Yes No

If Yes, describe natural buffer areas: Natural buffers within 25 ft will be left. Disturbed area in buffer will be stabilized within 5 business days for completion of work.

If No, explain why not: \_\_\_\_\_  
\_\_\_\_\_

- iii. A record of the dates when grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be included with the plan.

Yes No

If No, explain: \_\_\_\_\_  
\_\_\_\_\_

- iv. Deadlines for stabilization:

1. Stabilization procedures will be initiated 14 days after construction activity temporarily ceases on a portion of the site.
2. Stabilization procedures will be initiated immediately in portions of the site where construction activities have permanently ceased.

c. Structural Practices

i. Describe any structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site: N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ii. Describe Velocity Dissipation Devices: Rock Ditch checks and filter socks will be used to effectively reduce runoff velocity.

iii. Sediment Basins:

Are 10 or more acres draining to a common point?  Yes  No

Is a sediment basin included in the project?  Yes  No

If Yes, what is the designed capacity for the storage?

3600 cubic feet per acre = : \_\_\_\_\_

or

10 year, 24 hour storm = : \_\_\_\_\_

Other criteria were used to design basin: \_\_\_\_\_

\_\_\_\_\_  
If No, explain why no sedimentation basin was included and describe required natural buffer areas and other controls implemented instead: The total drainage area is less than 10 acres for sedimentation basin to be included. Ditch checks are used to impound runoff.

F. Other Controls

a. Solid materials, including building materials, shall be prevented from being discharged to Waters of the State:  Yes  No

b. Off-site vehicle tracking of sediments and the generation of dust shall be minimized through the use of:

A stabilized construction entrance and exit

Vehicle tire washing

Other controls, describe: Dust control – wet down dusty areas as needed/ongoing.

c. Temporary Sanitary Facilities: General Contractor is expected to provide on-site temporary or permanent sanitary facilities. Sanitary waste from the facility is to be collected a minimum of once per week by a licensed sanitary waste management contractor, or as required by local regulation. General contractor will note location of facility on the job site Erosion Control Details Plan.

d. Concrete Waste Area Provided:

Yes

No. Concrete is used on the site, but no concrete washout is provided.

Explain why: Is it up to the contractor to designate an area and it shall be established and utilized to prevent liquid concrete from being discharged off-site into a body of water.

N/A, no concrete will be used with this project

e. Fuel Storage Areas, Hazardous Waste Storage, and Truck Wash Areas: The general contractor must note the location of any fuel tanks on the job site erosion control plan. The general contractor is responsible for following all government requirements for hazardous materials including: record keeping of Material Safety Data Sheets (MSDS), proper handling, training of personnel, and notifying the required agencies of any spills. The general contractor must also notify the owner representative within 24 hours of a spill and provide a written explanation of the spill.

G. Non-Stormwater Discharges

a. The following allowable non-stormwater discharges comingled with stormwater are present or anticipated at the site:

Fire-fighting activities;

Fire hydrant flushings;

Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.H.2;

Potable water sources including uncontaminated waterline flushings;

Landscape Irrigation;

Routine external building wash down which does not use detergents or other chemicals;

Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents or other chemicals are not used;

Uncontaminated air conditioning, compressor condensate (See Part I.B.13.C of the permit);

Uncontaminated springs, excavation dewatering and groundwater (See Part I.B.13.C of the permit);

Foundation or footing drains where flows are not contaminated with process materials such as solvents (See Part I.B.13.C of the permit);

b. Describe any controls associated with non-stormwater discharges present at the site: If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

H. Applicable State or Local Programs: The SWPPP will be updated as necessary to reflect any revisions to applicable federal, state, or local requirements that affect the stormwater controls implemented at the site.  Yes  No

I. Inspections

a. Inspection frequency:

Every 7 calendar days

or

At least once every 14 calendar days and within 24 hours of the end of a storm even 0.25 inches or greater (a rain gauge must be maintained on-site)

b. Inspections:

Completed inspection forms will be kept with the SWPPP.

ADEQ's inspection form will be used (See Appendix A)

or

A form other than ADEQ's inspection form will be used and is attached (See inspection form requirements Part II.A.4.L.2)

c. Inspection records will be retained as part of the SWPPP for at least 3 years from the date of termination.

d. It is understood that the following sections describe waivers of site inspection requirements. All applicable documentation requirements will be followed in accordance with the referenced sections.

- i. Winter Conditions (Part II.A.4.L.4)
- ii. Adverse Weather Conditions (Part II.A.4.L.5)

J. Maintenance:

The following procedures to maintain vegetation, erosion and sediment control measures and other protective measures in good, effective operating condition will be followed: Inspection of BMP's and removal of accumulated sediment when capacity of BMP's is reduced by 50% or more.

Any necessary repairs will be completed, when practicable, before the next storm event, but not to exceed a period of 3 business days of discovery, or as otherwise directed by state or local officials.

K. Employee Training:


The following is a description of the training plan for personnel (including contractors and subcontractors) on this project: Prior to construction, the general contractor and all site sub-contractors will meet with the design professional to review the SWPPP, inspection forms, and best management practices. The site superintendent will be responsible for the daily oversight of the pollution controls along with the execution of the site inspection report in accordance with this SWPPP. The owner's representative will also have periodic inspection requirements to ensure proper execution of site inspections and maintenance.

\*\*Note, Formal training classes given by Universities or other third-party organizations are not required, but recommended for qualified trainers; the

permittee is responsible for the content of the training being adequate for personnel to implement the requirements of the permit.

Certification

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official:  \_\_\_\_\_

Title: Transportation Engineer

Date: 09/26/2025

**ARR150000 Inspection Form – Stormwater Pollution Prevention Plan**

Appendix A

Inspector Name: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

Inspector Title: \_\_\_\_\_

Date of Rainfall: \_\_\_\_\_

Duration of Rainfall: \_\_\_\_\_

Days Since Last Rain Event: \_\_\_\_\_ days

Rainfall Since Last Rain Event: \_\_\_\_\_ inches

Description of any Discharges During Inspection: \_\_\_\_\_

Location of Discharges of Sediment/Other Pollutant (specify pollutant & location): \_\_\_\_\_

Locations in Need of Additional BMPs: \_\_\_\_\_

**Information on Location of Construction Activities**

Location	Activity Begin Date	Activity Occuring Now (y/n)?	Activity Ceased Date	Stabilization Initiated Date	Stabilization Complete Date

**Information on BMPs in Need of Maintenance**

Location	In Working Order?	Maintenance Scheduled Date	Maintenance Completed Date	Maintenance to be Performed By

Changes required to the SWPPP: \_\_\_\_\_

Reasons for changes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SWPPP changes completed (date): \_\_\_\_\_

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Signature of Responsible or Cognizant Official: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO. 26681.01**

**VIDEO DETECTOR ROTATION**

**DESCRIPTION.** This item consists of rotating the existing video detectors to aim at new video zones at various locations as shown on the plans and directed by the Engineer.

**MATERIALS.** No additional materials should be needed for the rotation.

**METHOD OF MEASUREMENT.** Video detector rotation shall be measured by the unit.

**BASIS OF PAYMENT.** Work completed, accepted and measured as provided above will be paid for at the contract unit price bids for each video detector rotated; which price shall be full compensation for equipment tools, and labor and incidentals necessary to complete the work.

Payment will be made under:

**Pay item**

**Pay Unit**

Video Detector Rotation

Each

**CITY OF JONESBORO, ARKANSAS**

**SPECIAL PROVISION**

**JOB NO. 26681.01**

**WARM MIX ASPHALT**

**DESCRIPTION:** The Department will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2014, are applicable except as noted below.

**Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses** of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

**Section 410.03:** Replace the third sentence with “WMA production temperatures at the plant shall be according to the Contractor’s approved mix design but may be adjusted based on recommendations of the WMA additive/process manufacturer.”

Add the following paragraph: “Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology.”

**Section 410.07:** Replace the last sentence of the first paragraph with “Spreading and finishing temperatures shall be according to the Contractor’s approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F.”