



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-065-2022

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**File Number: RES-22:066**

**Enactment Number: R-EN-065-2022**

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL RAIL YARD EXPANSION PROJECT - SECTION II TRACK CONSTRUCTION (2022:10)

WHEREAS, the City of Jonesboro desires to accept the low bid and enter into a contract for the Craighead Technology Park Industrial Rail Yard Expansion project - Section II Track Construction;

WHEREAS, the low bidder and the firm selected for the project is Trac-Work, Inc.; and

WHEREAS, the funding for the execution of the contract shall come from the United States Department of Commerce Economic Development Administration (EDA) FY 2020 Public Works and Economic Adjustment Assistance Grant and Delta Regional Authority Grant and compensation shall be paid in accordance with the agreement.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS;

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Trac-Work, Inc. for the Craighead Technology Park Industrial Rail Yard Expansion project - Section II Track Construction.

Section 2. The funding for the execution of the contract shall come from the United States Department of Commerce Economic Development Administration (EDA) FY 2020 Public Works and Economic Adjustment Assistance Grant and Delta Regional Authority Grant and compensation shall be paid in accordance with the agreement.

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 the agreement.

PASSED AND APPROVED THIS 19TH DAY OF APRIL 2022.



VII. CONTRACT

THIS AGREEMENT made this 13<sup>th</sup> day of May, 2022, by and  
between Trac-Work, Inc.

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

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 **Craighead Technology Park Industrial Rail Yard Expansion Project – Section II** (Bid Number 2022:10), in strict accordance with the Contract Documents, including all Addenda thereto

Addendum No. 1 dated March 16, 2022  
\_\_\_\_\_ 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

the time specified in the BID PROPOSAL FOR UNIT PRICES (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:

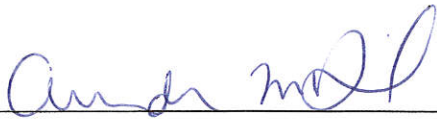
- a. This Agreement (Contract)
- b. Addenda
- c. Advertisement for Bids
- d. Instructions to Bidders
- e. Bid Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications including Special Provisions
- j. Drawings (Plans)
- k. Performance-Payment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

  
Trac-Work, Inc.

Trac-Work, Inc.  
(Contractor)

By Erica Allen  
Title Sec. / Treas.

3801 N. I-45  
(Street)

Ennis, TX 75119  
(City)

City of Jonesboro