



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, May 6, 2014

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-14:032](#) Minutes for the Public Works Committee meeting on April 1, 2014

Attachments: [Minutes](#)

### 4. New Business

#### *Ordinances To Be Introduced*

[ORD-14:025](#) AN ORDINANCE TO AMEND CHAPTER 117, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, BY CLARIFYING SECTION 117-258, (c) 2, TO REGULATE THE USE AND INSTALLATION OF MOBILE VENDING UNITS, AND TO DECLARE AN EMERGENCY IN ORDER TO COMPLY WITH STATE HEALTH DEPARTMENT STANDARDS.

Sponsors: Planning

Attachments: [MEMO MobileVending TextAmendmentCover Council](#)  
[Arkansas Department of Health Letter](#)

[ORD-14:026](#) AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS WITHIN THE CITY OF JONESBORO CODE OF ORDINANCES, BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES

Sponsors: Planning

Attachments: [MEMO Town Center and Village Residential Overlay Districts](#)  
[Village Residential District Markup](#)  
[Chapter 117-140 Village Residential District Existing Code](#)

#### *Resolutions To Be Introduced*

- RES-14:040** A RESOLUTION TO OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TURMAN CONSTRUCTION, INC. FOR THE 2014 CDBG SEWER - ANGELA LEE DRIVE PROJECT (2014:17)  
**Sponsors:** Engineering and Grants  
**Attachments:** [Specifications 2014 17](#)  
[Bid Tab](#)
- RES-14:047** A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR FIRE STATION #5  
**Sponsors:** Engineering
- RES-14:050** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE RACE STREET DRAINAGE IMPROVEMENTS (2014:19)  
**Sponsors:** Engineering  
**Attachments:** [Specifications 2014 19](#)  
[Bid Tab](#)
- RES-14:053** A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR DOWNTOWN JONESBORO  
**Sponsors:** MPO  
**Attachments:** [Agreement](#)
- RES-14:054** A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR JOHNSON AVENUE  
**Sponsors:** MPO  
**Attachments:** [Agreement](#)
- RES-14:055** RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1502 E. JOHNSON AVENUE FROM DOUG AND LINDA BISHOP  
**Sponsors:** Mayor's Office  
**Attachments:** [1502 Johnson Ave.](#)

**5. Pending Items****6. Other Business****7. Public Comments****8. Adjournment**





# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-14:032    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 4/2/2014    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee meeting on April 1, 2014  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee meeting on April 1, 2014



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Works Council Committee

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Tuesday, April 1, 2014

5:00 PM

Municipal Center

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### 1. Call To Order

*Mayor Perrin was also in attendance.*

### 2. Roll Call by City Clerk Donna Jackson

**Present** 5 - Gene Vance; John Street; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent** 1 - Chris Moore

### 3. Approval of minutes

**MIN-14:022** Minutes for the Public Works Committee meeting on March 6, 2014

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

**A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore

### 4. New Business

#### *Resolutions To Be Introduced*

**RES-14:022** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HAYWOOD, KENWARD, BARE & ASSOCIATES, INC. TO PROVIDE LAND SURVEY SERVICES FOR THE PLSS REMONUMENTATION PROJECT

**Sponsors:** Engineering

**Attachments:** [2014 Agreement](#)

*City Engineer Craig Light explained this is the third phase of the remonumentation project and this will finish up the project.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore

**RES-14:028** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VALLEY VIEW MANOR SUBDIVISION, A RESIDENTIAL SUBDIVISION

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement](#)  
[Plat](#)

**A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore

**RES-14:029** AN RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 1506 N. CHURCH STREET FOR THE CITY OF JONESBORO.

**Sponsors:** Building Maintenance

*Mayor Perrin stated this resolution is for the splash pad at Parker Park.*

*Chairman Street asked when the splash pad is going to be done. Mayor Perrin answered it is basically completed now, but the company is coming back this week to finish up some of the work.*

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

**Aye:** 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore

**RES-14:035** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS REQUESTING FREE UTILITIES AT 508 FRONT STREET FOR THE CITY OF JONESBORO

**Sponsors:** Building Maintenance

*Mayor Perrin explained this is for the new lights on the Bridge Street bridge.*

**A motion was made by Councilman Darrel Dover, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore

## **5. Pending Items**

## 6. Other Business

**ORD-14:020** AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND PURCHASE 10 X 7 BOX CULVERT FOR THE CLINTON SCHOOL ROAD CULVERT REPLACEMENT PROJECT AND DECLARING AN EMERGENCY DUE TO LIMITED PRODUCTION OF THIS SIZE BOX CULVERT

**Sponsors:** Engineering

*Chairman Street explained ORD-14:020 needs to be placed on tonight's Public Works and the City Council agendas.*

*Councilman Vance motioned, seconded by Councilman Dover, that ORD-14:020 be placed on tonight's Public Works agenda. All voted aye.*

*Mr. Light stated the resolution is for a 10X7 box culvert that needs to be installed on Clinton School Road. He added the City didn't place a bid for the box on the annual bid. He noted Scurlock Industries is casting this size box for another project and they need to get the City's order in now or it could be months before the City could get this box culvert made.*

**A motion was made by Councilman Darrel Dover, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED with the following vote:**

**Aye:** 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore

## 7. Public Comments

## 8. Adjournment

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

**Aye:** 5 - Gene Vance; John Street; Mitch Johnson; Darrel Dover and Charles Coleman

**Absent:** 1 - Chris Moore



Legislation Details (With Text)

<b>File #:</b>	ORD-14:025	<b>Version:</b>	1	<b>Name:</b>	Amend Chapter 117 of the Code regulating the use of mobile vending units
<b>Type:</b>	Ordinance	<b>Status:</b>			To Be Introduced
<b>File created:</b>	4/23/2014	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO AMEND CHAPTER 117, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, BY CLARIFYING SECTION 117-258, (c) 2, TO REGULATE THE USE AND INSTALLATION OF MOBILE VENDING UNITS, AND TO DECLARE AN EMERGENCY IN ORDER TO COMPLY WITH STATE HEALTH DEPARTMENT STANDARDS.				
<b>Sponsors:</b>	Planning				
<b>Indexes:</b>	Code of Ordinances amendment				
<b>Code sections:</b>	Chapter 117 - Zoning				
<b>Attachments:</b>	<a href="#">MEMO MobileVending TextAmendmentCover Council Arkansas Department of Health Letter</a>				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, BY CLARIFYING SECTION 117-258, (c) 2, TO REGULATE THE USE AND INSTALLATION OF MOBILE VENDING UNITS, AND TO DECLARE AN EMERGENCY IN ORDER TO COMPLY WITH STATE HEALTH DEPARTMENT STANDARDS.

WHEREAS, reasonable regulation of mobile vending is necessary to protect the public health, safety and welfare, and

WHEREAS, the regulations contained in this ordinance were found to contain language in conflict with the local health laws as it relates to the proper handling of food serving establishments; and

WHEREAS, the Metropolitan Area Planning Commission held a public hearing and unanimously voted to recommend approval to City Council of said text amendment revisions to Section 117-258, (c) 2 on April 8, 2014.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO THAT:

SECTION 1: That the City of Jonesboro Code Section 117-258, (c) 2, is hereby modified to read as follows:

- (2) Prior to locating a commercial trailer or vending stand on any parcel, a building permit must be obtained. The trailer or stand must be permanently attached to a foundation with an approved permit issued; if wheels are to remain, then proper skirting shall be fully installed around the perimeter of the unit. Only one commercial trailer is permitted on each parcel, unless provide for otherwise within this ordinance.

SECTION 2: It is found and declared by the City Council that an emergency exists to bring current ordinances into compliance with the State Health Department, and this Ordinance, being necessary for the preservation of



public peace, health and safety, shall take effect from and after its passage and approval.

SECTION 3: Conflict - If any part of this Section is found to be in conflict with any other Section of the Zoning Ordinance or with any other Ordinance, the most restrictive or highest standard shall prevail. If any part of this Section is explicitly prohibited by Federal law or state statute that part shall not be enforced.



# Memo

To: The Jonesboro City Council  
Cc: City Attorney Phillip Crego, Carol Duncan, Mayor Harold Perrin, L.M. Duncan, Tracy McGaha  
From: Otis T. Spriggs, Director of Planning  
Date: April 23, 2014  
Re.: **Text Amendment: Mobile Vending Ordinance – Wheel Removal Modification**

## Dear Aldermen:

The Metropolitan Area Planning Commission and the Planning Department Staff are requesting your immediate review and consideration of an amendment to our current Mobile Vending Ordinance, which regulates food stand trailers/units within the City Limits. Recently, our department received a letter from the Arkansas Health Department (see Agenda attachments), which outlined recent changes to the rules, which provide clarity on permanent vs. temporary mobile establishments.

Health safety concerns have become a priority and special attention has been given to the proper handling of fresh water and waste disposal of the said units.

After speaking with our local Specialist/Inspector Mr. Danny Eddy, we found the need to update our Ordinances to assure compliance with the State Health rules and regulations. By allowing the wheels to remain on the unit, it will allow individual business owners to have the unit available for servicing at appropriate/approvable facilities.

Please consider approving this minor text amendment of Chapter 117:-258, Section (c.2) to read as follows, as recommend to City Council for approval by the MAPC:

- (2) Prior to locating a commercial trailer or vending stand on any parcel, a building permit must be obtained. The trailer or stand must be permanently attached to a foundation with an approved permit issued; **if wheels are to remain, then proper skirting shall be fully installed around the perimeter of the unit.** Only one commercial trailer is permitted on each parcel, unless provide for otherwise within this ordinance.

Thank you.



**Otis T. Spriggs, AICP**  
Planning Director  
City of Jonesboro, AR  
**Planning Department**  
**300 S. Church**  
**Jonesboro, AR 72401**  
(870) 932.0406 (Ph.)  
(870) 336.3036 (Fax)



## Arkansas Department of Health

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### NORTH EAST REGIONAL OFFICE

#### Sharp County Health Unit

724 Ash Flat Dr • Ash Flat, AR 72513 • Telephone: (870) 994-7364 • Fax: (870) 994-7117

Governor Mike Beebe

Nathaniel Smith, MD, MPH, Director and State Health Officer

2-12-14

City of Jonesboro Planning  
Otis Spriggs  
300 South Church  
Jonesboro, AR 72401

RE: Mobile vs. Permanent Retail Food Service Facilities

Dear Mr. Spriggs:

It has come to the attention of this office that the City of Jonesboro is interested in allowing the Mobile Food Establishments to set up and serve foods on a permanent/semi-permanent basis. According to the *Arkansas Rules and Regulations Pertaining to Retail Food Establishments* (AR Food Code):

*Mobile retail food establishment means a vehicle mounted food service establishment designed to be readily movable and approved by LAW to travel highways, roadways, and/or waterways in the state of Arkansas that is a self contained RETAIL FOOD ESTABLISHMENT equipped with permanently mounted fresh water holding tanks and waste holding tanks.*

Due to the fact that a mobile food establishment has permanently mounted fresh and wastewater holding tanks, they are required to dump wastewater into an Arkansas Department of Health (ADH) approved waste servicing area and refill the fresh water tank from an ADH approved source. In order to accomplish this, they would need to obtain a contract with a recreational vehicle park or other approved facility where they can go on a daily basis to dump their waste and refill with fresh water.

If the facility stays at a location on a permanent/semi-permanent basis, they cease to be mobile and would require licensing as a permanent retail food facility and additional requirements would be necessary. These requirements include but are not limited to:

- All plumbing inside the facility would be subject to the requirements of the State Plumbing Code and would require approval from either the local or state plumbing inspector. These requirements include but are not limited to:

- A utility sink to be used to dispose of wastewater from cleaning and mopping of the facility
  - A restroom for use by the employees (can be a public restroom that is located within 500 linear feet)
  - A grease trap to protect the sewer from fats, oils, and greases
- A permanent connection to an ADH approved potable water source along with a permanent connection to an approved public sewer supply or an ADH approved onsite wastewater (septic) system.

You may contact me at the Sharp County Health Unit, 870-994-7364 with any questions you may have in regards to this matter.

Sincerely,



Jeff Jackson, R.S.  
Northeast Region Sr. Food Program Specialist  
Arkansas Department of Health  
Sharp County Health Unit

Cc: File

Danny Eddy, R.S., Craighead County Environmental Health Specialist  
Kathleen Shannon, Craighead County Environmental Health Specialist  
Gregory Hogue, R.S., NE Region Environmental Manager  
Matt Myers, ADH Plumbing Inspector—NE Region



## Legislation Details (With Text)

<b>File #:</b>	ORD-14:026	<b>Version:</b>	1	<b>Name:</b>	Amend section 117-2 concerning overlay districts
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/23/2014	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS WITHIN THE CITY OF JONESBORO CODE OF ORDINANCES, BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES				
<b>Sponsors:</b>	Planning				
<b>Indexes:</b>	Code of Ordinances amendment				
<b>Code sections:</b>	Chapter 117 - Zoning				
<b>Attachments:</b>	<a href="#">MEMO Town Center and Village Residential Overlay Districts</a> <a href="#">Village Residential District Markup</a> <a href="#">Chapter 117-140 Village Residential District Existing Code</a>				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS WITHIN THE CITY OF JONESBORO CODE OF ORDINANCES, BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES

WHEREAS, the City of Jonesboro recognizes the potential for growth and population diversification that will continue to transform the entire community; and

WHEREAS, the Land Use Plan provides for a combination of office, retail, housing or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape and signage standards are an emerging trend among growing communities, and present a unique opportunity for large scale investment and controlled growth.; and

WHEREAS, the Metropolitan Area Planning Commission held a public hearing and unanimously voted to recommend approval to City Council of said text amendment revisions to Section 117-140 on April 8, 2014, after studying this matter for three (3) months.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO THAT:

SECTION 1: That Section 117-02. Definitions of Terms and Uses be modified to add the following definitions:

**Build-to Line:** The build-to-line on a block is the surveyed line of a uniform distance away from the front property line, up to which front building facades are required to be built. Porches, eaves, and awnings may encroach across the build-to-line. The build-to-line shall be established and platted based upon the applicable standards of the Town Center and Village Residential Overlay Districts in order to create an even building façade line along the street.

**Façade Articulation:** The interruption of the building façade through the use of awnings, arches, display windows or other elements which presents pedestrian scale.

**Landscape Amenities:** Living or non-living materials used to augment the beauty or usability of a landscape area. Amenities may include, but are not limited to: additional vegetation, flower gardens, tables, sculptures, monuments, benches, gardens, banners, enhanced pavement, pedestrian plaza areas, fountains and planters.

**Mixed-Use:** A single building containing two or more types of land uses; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

**Neo-Traditional:** Developments that favor the return of pre-World-War II patterns of development with such traditional design elements as grid-street patterns, reduced setbacks, prominent front porches, multi-use buildings and housing clustered near commercial service areas.

**Overlay District:** Districts which are placed "over" the base zoning to modify the development guidelines and to achieve a specific purpose for that area. The regulations of the underlying district and all other regulations, remain in effect. If any regulations conflict with the underlying zoning district, the Overlay standards prevail.

**Parapet:** A low, solid, protective screening or decorative wall; often used around a balcony, or along the edge of a roof to screen roof equipment.

**Pedestrian Scale:** The establishment of appropriate proportions for building mass and features in relation to pedestrians and the surrounding context.

**Place-Making:** Distinct features, such as parks, plazas, or civic areas which connect residents with a community and promote positive user interaction.

**Usable Open Space:** Areas which serve the need for leisure, recreation or pedestrian interaction. Spaces may include, but are not limited to, plaza areas, open lawn areas, trails, recreation facilities, gardens, pedestrian walkways and waterways.

**Vehicle Use Area:** The area of a development subject to vehicle traffic, including access ways, loading and service areas, areas used for parking or storage of vehicles, and all land which vehicles cross over as a function of the primary use.

SECTION 2: That the City of Jonesboro Code Section 117-140, is hereby modified to read as follows:

Sec. 117-140. Overlay and Special Purpose Districts.

(a) Purpose. The purpose of overlay and special purpose districts is to provide for enhanced standards to protect and enhance the unique characteristics of specific areas and/or corridors, such as

natural scenic beauty or manmade features, while providing for development opportunities. Examples of such purposes include:

- (1) Promoting the safe and efficient use of specific roadways by controlling access and other traffic measures;
- (2) Providing for the creation and expansion of employment opportunities for City citizens through promotion of business development;
- (3) Reducing sprawl and segregation of land use and encouraging more efficient use of land and public services by promoting compact mixed-use development patterns;
- (4) Encouraging the redevelopment of an area consistent with a particular design theme;
- (5) Giving special attention to landscaping, buffering, signage, lighting and building setbacks in those districts identified as needing special attention; and
- (6) Creating an attractive built environment with consistently high design quality and harmonious relationships through sound land use planning and design standards;

(b) Adoption. The city council, upon recommendation from the planning commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development standards for the Town Center Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

(c) LU-O-limited use overlay district.

(1) Purpose. By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:

- a. Ensure compatibility among incompatible or potentially incompatible land uses;
- b. Ease the transition from one zoning district to another;
- c. Address sites or land uses with special requirements; and
- d. Guide development in unusual situations or unique circumstances.

(2) Application. The LU-O district may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the planning commission or city council during their consideration of a rezoning request.

(3) Use and property development standards. When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;

- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

(4) Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

(5) Effect of LU-O designation. Restrictions imposed through an LU-O district are considered part of this chapter. All property included in an LU-O district shall be delineated on the official zoning map by adding the letters LU to the abbreviation for the base zoning district. The rezoning ordinance and record plat for the property must list all of the modifications and restrictions imposed pursuant to the LU-O designation. The restrictions imposed will be considered part of the text of this chapter, and a violation of the restrictions shall be considered a violation of the zoning chapter.

(d.1) TC-O - Town Center Overlay District.

(1) General Purpose. The purpose of the TC-O, Town Center Overlay District, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

- (a) Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
- (b) Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
- (c) Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
- (d) Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
- (e) Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

(2) Applicability. The TC-O is an overlay district applied to an underlying base zoning district. The TC-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the TC-O shall control over the underlying base zoning district (s).

(3) Method of Adoption. The TC-O district shall be established according to the standard procedures for rezoning.

(4) Town Center Approval Procedure. A proposed Town Center Development shall require review and approval according to the Planned Unit Development review procedures.

(5) Phasing of Development. At the time of preliminary plan approval, the applicant may request approval of, and the Planning Commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available



public facilities including utilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(6) Town Center Development Standards.

(a) The minimum contiguous land area included in a single Town Center Development shall be forty (40) acres. For purposes of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

(b) Permitted Uses. The following uses are permitted subject to site plan requirements and applicable density and design provisions:

- 1) Residential (all types including single family attached and detached and carriage homes)
- 2) Multifamily Residential (including units above non-residential use)
- 3) Senior Living and Retirement Homes
- 4) Convenience Stores (including fuel dispensing)
- 5) Pharmacies
- 6) Grocery Stores
- 7) Theaters
- 8) Hotels and motels
- 9) Conference Center
- 10) Financial Institutions
- 11) Medical Services and Outpatient Services Facilities
- 12) Schools and Vocational Instruction Facilities
- 13) Day Care and Extended Care Facilities
- 14) Sports & Fitness
- 15) Mixed-Use developments where residential dwelling units are integrated into buildings with non-residential uses
- 16) Business or Professional Offices
- 17) Research and Development Facilities
- 18) Retail Sales and Services
- 19) Single tenant stores up to 100,000 square feet gross floor area
- 20) Self-Storage (mini-storage) and associated offices
- 21) Personal Services
- 22) Restaurants and Cafés
- 23) Indoor Recreational Facilities
- 24) Outdoor seating associated with restaurants or cafés subject to applicable licensing requirements
- 25) Live/Work
- 26) Home Occupations
- 27) Places of Worship
- 28) College or University
- 29) Utility, Major and Minor
- 30) Communication Tower
- 31) Accessory Structures to Primary Permitted Land Use

(c) Height, Bulk and Area Requirements - Residential Uses. Height, bulk, area and buffer requirements shall be as follows:

1) Single-family detached dwellings and two-family detached dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

2) Single-family attached (excluding multi-family):

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

3) Multi-family dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: each 15 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 1,500 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 4 stories

(d) Height, Bulk and Area Requirements - Non-Residential and Mixed Uses

1) Non-Residential and Mixed Uses

- a) The maximum allowable height for non-residential and mixed use buildings shall be seven (7) stories.
- b) Setback Requirements for Parcels fronting upon Arterials and Collectors and Parcels located along perimeter boundary of the Town Center
  - (1) Minimum rear yard: 20 feet
  - (2) Minimum side yard: 10 feet
  - (3) Minimum front yard: 25 feet
- c) Setback Requirements for Parcels fronting upon Local Streets within the Town Center
  - (1) Minimum rear yard: 10 feet
  - (2) Minimum side yard: 0 feet
  - (3) Minimum front yard: 5 feet (build-to line shall be 5 feet unless a lesser front yard is approved with corresponding build-to line)
- d) Minimum Lot Area: N/A
- e) Maximum Lot Coverage: 90%
- f) Maximum Building Coverage: 70%

(e) Land Area and Density Requirements. It is the intent of the TC-O to create a mixed-use environment that includes a combination of residential and non-residential uses. To ensure an appropriate mix of permitted land uses, the TC-O shall adhere to the following:

- 1) Non-residential and mixed uses (that combine residential and non-residential uses in a vertical building configuration) shall occupy a range of 50 to 70 percent of the total land area of the Town Center including rights-of-way and open space.
- 2) Residential land uses shall occupy a range of 30 to 50 percent of the total land area of the Town Center including rights-of-way and open space.
- 3) In order to provide a mix of residential types, a range of 50 to 70 percent of the total land area devoted to residential use within the Town Center shall be developed as single-family detached and attached (excluding multi-family). Multi-family (excluding single-family attached) may occupy a range of 30 to 50 percent of the total land area devoted to residential uses. In the case of residential uses such as lofts above ground floor retail/office located within the non-residential or mixed-use land area of the Town Center, there shall be no prescribed minimum or maximum acreage or units.

(f) **Big Box/Large Retail Establishment Requirements.** It is the intent of the TC-O to create a unique pedestrian-oriented environment through mixed uses and pedestrian scaled design. Each large retail establishment containing more than 50,000 gross square feet is required to provide pedestrian scaled design through the incorporation of several of the following recommended design elements:

- Arcades
- Arches or recessed Archways
- Architectural detailing
- Awnings, canopies or porticos
- Changes in massing
- Changes in material
- Multiple customer entries
- Display windows
- Dormers
- Peaked roof forms
- Outdoor gathering spaces
- Raised cornice parapets over entries
- Separate shops (or the appearance of separate shops) with separate entrances placed in front of the larger building
- Varying plate heights

(g) **Open Space Requirements.** The intent of the TC-O is to allow for the creative design of plazas, green spaces, and focal elements for retail, office, residential, or mixed use land uses.

- 1) All Town Center developments shall provide usable open space, or spaces which allow for the interaction among pedestrians and with the surrounding environment.
- 2) A minimum of ten percent (10%) of the gross land area of a Town Center Development shall be designated and preserved as common open space or private open space. Landscape amenities, recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than fifteen percent (15%) of the total open space. A property owners' association shall be responsible for continued maintenance of common open space areas.
- 3) Usable open spaces should provide as many seating opportunities as possible through the placement of moveable chairs, sidewalk cafes and planter walls.
- 4) Activities- such as street vendors, open air markets, kiosks, and festivals are encouraged to promote pedestrian usage.

- 5) Usable outdoor space shall be privately owned and maintained by the developer or property owners' association. However, if the determination has been made by the City Council that a particular usable open space serves not only the patrons of the development but the greater community as a whole, the City may provide assistance to aid in the development and maintenance of the public space.
- 6) When possible, the integration of storm drainage and detention should be designed to enhance the public space and improve water quality.
- 7) Usable space should be designed to create outdoor rooms, by limiting the interaction with moving vehicles and partially surrounding the space with buildings, landscaping elements, and architectural features.

(h) Traffic Impact Study. A Traffic Impact Study will be prepared and submitted to the City of Jonesboro addressing traffic impacts associated with the development of the Town Center. The Traffic Impact Study will also address access management relative to placement and configuration of street intersections and entrances to the Town Center.

(i) Architectural Guidelines. Building façades should be varied and articulated to provide visual interest to pedestrians. Buildings should be proportioned and defined by clear façade elements such as a base, middle, and top. Building architecture shall adhere to the following architectural guidelines:

- 1) Buildings are encouraged to have a pedestrian scaled design by achieving the following:
  - Using heavier building materials at the bottom of the building
  - Using roof details such as cornice, caps or parapets at the top of the building
  - Alternating roof styles, heights, and elements
  - Dormers
  - Varying window heights and styles
  - Mix of architectural materials and styles
- 2) Buildings on corner lots shall be considered significant structures since they have two street-facing facades. All such facades shall have appropriate scale and massing. Additional stories or prominent roof design and architectural elements are encouraged to emphasize the location.
- 3) Buildings located at "gateways" into and out of the Town Center Development should be designed with additional height or architectural elements to reinforce their prominence. Pedestrian elements such as plazas, fountains, and special landscaping treatments are also encouraged.
- 4) Focal points of visual termination should generally be occupied by prominent buildings and structures that employ enhanced height, massing, distinctive architectural elements, ornamental site elements or other distinguishing features.
- 5) Fenestration (door and window openings) shall be sized to the scale of the building and detailed based upon building architecture including an appropriate amount of fenestration on first floor façades facing public streets. Fenestration design shall properly address maximum sill height and minimum window head height based upon the height of the first floor measured from finished grade. Use of repeating window patterns and details are encouraged to unify design.
- 6) Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, higher rooflines, awnings, or changes in building material are examples that can create this effect.
- 7) No building shall have long expanses of uniform or flat walls. Reasonable articulation of building facades shall be provided by using offsets, recesses and/or projections, changes in

plane, changes in height, windows, awnings, arcades and/or colonnades. Use of awnings shall be limited to above windows and entrances.

8) No buildings shall have long expanses of uniform roof planes. Reasonable articulation of roof lines shall be provided by using a pitched roof, partial roof, or parapet walls of varying heights, dormers, overhangs, arches, stepped roofs, gables, or other similar design. All flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists, the parapet shall be a minimum of 18 inches high. All parapets shall feature cornice treatments and shall provide a cap to demonstrate that the upper edge is the top of the building.

9) Ground mounted mechanical equipment shall be screened from view with wing walls consisting of comparable design and building materials as the main building structure, landscaping, or a combination of both.

10) Loading areas (shipping and receiving docks) shall be located and/or screened in such a manner that the loading area is not visible to passing motorists along a public street and/or highway serving the Town Center Development.

11) Buildings should provide a unifying theme while maintaining each building's individual character.

12) Materials should change with the change in building planes; however, all material should keep within the chosen theme.

13) Reflective glass or mirrored glass is strongly discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the connection of the interior and exterior of buildings.

14) All sides of all buildings open to public view should be treated with the same level of architectural style.

15) Trim and structural elements such as posts or columns shall be sized to the scale of the building and detailed appropriately to the theme. When used, masonry materials shall have the appearance of 3-dimensional elements.

16) Corporate franchise design where the building functions as a trademark shall be permissible only if it incorporates architectural elements which are compatible with the overall theme and uniqueness of the development.

17) No outdoor storage shall be permitted unless such storage is visually screened from view to passing motorists along a public street and/or highway serving the Town Center Development by the use of landscaping and/or a suitable solid fence constructed of masonry or wood at least 6 feet in height or a combination thereof. No storage materials may be visible above the screening measure. Screening shall be well maintained.

(j) Building Materials. Any exterior building wall facing a street or highway located within the Town Center Development, shall be constructed of one or a combination of the following materials:

1) Clay or masonry brick.

2) Customized concrete masonry with striated, scored or broken faced brick type units (sealed) with color consistent with design theme.

3) Poured in place and tilt-up walls shall have a finish of stone, a texture or a coating.

4) Poured in place, tilt-up or pre-cast concrete,

5) Natural stone.

6) At a minimum, industrial buildings shall be constructed having the lower one-third (1/3) of the structure being of architectural masonry, architectural composite aluminum or steel panels, glass, or a combination of these materials on all sides not facing a public street. The front façade of an industrial building shall be one of or a combination of the materials enumerated in Items 1 through 5 of this subsection.

7) All roof drains of a structure must be integral to the design and non-apparent.

8) Accessory structures including refuse enclosures shall be of comparable design and building materials as the principal structure.

(k) Signs.

1) The following signs are permitted in accordance with the Zoning Ordinance:

- a) Principal or Monument Ground Signs
- b) Integrated Shopping Center Signs
- c) Wall Signs
- d) Menu Board (limited to one sign per business)
- e) Suspended Signs
- f) Construction Signs
- g) Directory Signs (ground and wall mounted)
- h) Special Event Signs
- i) Real Estate Signs
- j) Window Signs
- k) Gasoline Trade Signs
- l) Sandwich Signs (associated with Restaurant or Café)

2) The following signs are not permitted:

- a) Changeable copy signs (including LED/message signage)
- b) Flags
- c) Internally illuminated signs
- d) Pole signs
- e) Tag signs
- f) Open channel letter signs
- g) Flashing or animated signs
- h) Off-premise signs
- i) Roof signs

3) Signs shall comply with the following guidelines:

- a) All ground-mounted signs shall include landscaping around the entire base of the sign structure. Landscaping shall consist of multiple rows of evergreen and deciduous plant materials and seasonal varieties that add visual interest to the sign. All landscaping shall be irrigated and properly maintained.
- b) Signs shall not create a traffic hazard. All entrance and freestanding signs located near corners of a street intersection shall be located outside of the clear sight triangle based upon the design speed of the intersecting streets upon which the sign will be located.
- c) No principal or monument ground sign shall exceed twelve (12) feet in height, fifteen (15) in length and three (3) feet in width.
- d) No integrated shopping center sign shall exceed a total of 200 square feet on one side for any one integrated shopping center sign. If a shopping center fronts upon more than one public street, no more than two (2) integrated shopping center signs shall be permitted for a shopping center.
- e) One (1) Menu Board sign per business shall be allowed provided the menu board shall not exceed a total of 25 square feet of display surface. A microphone shall be permitted to be integrated into the design of the menu board sign structure to communicate with patrons.
- f) Sign structures shall be of comparable design and building materials as the main

building structure.

g) The area of a wall sign shall not exceed, in square feet, 2 times the lineal front footage of the business or office.

h) Window signs shall not exceed 15% of the total window surface of the first floor or street level of the building.

i) Signs are required to be internally illuminated block letters mounted on a raceway. Backlit letters and indirectly illuminated signs are acceptable. Three colors maximum are allowed for signs with up to two font styles. Ground mounted building identification signs shall have fully enclosed solid bases of either brick or stone, mounted at the ground plane. No supporting structural members are to be exposed.

(l) Vehicle Use Area Design Guidelines. The intent of the TC-O is to create small, shared, aesthetically landscaped and screened parking lots which are designed to function not only in the interest of accommodating automobiles, but in the interest of the pedestrian.

1) Parking areas should consist of separated parking fields that are aesthetically pleasing, landscaped to screen the public views and located so as not to be the dominant feature along any street or intersection.

2) Parking structures and lots should be designed to contribute to an attractive appearance of the streetscape and not deter from the pedestrian orientation of the district.

3) Parking requirements will be in accordance with Section 117-324 Off-Street Parking and Loading Requirements. Parking requirements may be reduced if the applicant can provide data that substantiates potential parking demand that is less than the minimum prescribed parking standard. The applicant may use shared parking, on-street parking, off-street parking, and other considerations including mass transit to reduce the number of required parking spaces.

4) Parking should be located to utilize natural landscape and topography.

5) To promote a higher level of pedestrian awareness, the use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is encouraged.

6) The design of all streets (public and private) and parking lots shall permit the travel of the Fire Department's vehicle access requirements.

7) On-street parking may be permitted on public street classified as Local Street or less on the most current Master Street Plan.

8) Pedestrian travel ways should be separated from vehicular traffic with landscaping, on-street parking, bollards, special paving, or any other feature which identifies the pedestrian space.

9) Parking lots of contiguous developments within the Town Center should, where possible, interconnect among the different developments to encourage continuous movement of traffic to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.

(m) Sidewalks. Sidewalks shall be provided on both sides of all local (public and private) and collector streets within a Town Center Development.

(n) Streets. The Planning Commission may allow reduced street right-of-way and pavement widths within Town Center Developments provided the Planning Commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

1) The Planning Commission may allow both public and private streets including alleys within a Town Center. The Planning Commission may allow private streets to vary from public street design standards where such deviations demonstrate safe design that supports pedestrian-friendly streetscapes and street hierarchies within the Town Center.

(o) **Underground Utilities.** All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants, and open storm water courses. The applicant is responsible for making the necessary arrangements with utility providers and other appropriate entities when installing utilities and service facilities.

(p) **Site Lighting.**

2) A uniform lighting plan shall be established for the Town Center Development. Lighting shall be provided along public and private streets, pedestrian ways, and in off-street parking and loading areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas. The lighting source should not be directly visible from adjoining properties. Floodlights, unshielded wall pack units, other types of unshielded lights, and lights where the lens is visible outside of the light fixture shall be prohibited. The design and style of light fixtures shall provide for a common design theme throughout the entire Town Center to reinforce a sense of place. Sidewalks and parking areas shall be properly lit to facilitate safe movement of pedestrians and vehicles and provide a secure environment. In parking areas, the light intensity shall average a minimum of 1.0 foot candle, measured five (5) feet above the surface. In pedestrian areas, the light intensity shall average a minimum of 2.0 foot candles, measured five (5) feet above the surface. Maximum average light intensity shall be ten (10) foot candles.

3) Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12-15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to polemounted fixtures along pedestrian walkways at three to four feet in height.

p) **Mechanical Equipment.** All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be thoroughly screened from view from the public right-of-way and from adjacent properties, using walls, fences, roof elements, penthouse-type screening devices or landscaping.

(7) **Paths and trails.** Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial and mixed-use nodes, schools and other activity areas inside and outside the Town Center Development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

(8) **Parks and recreation areas.** A Town Center Development should include usable open space that provides passive and/or active gathering places and activity and special event spaces.

(d.2) **VR-O-Village Residential Overlay District.**

(1) **General Purpose.** The purpose of the VR-O, village residential overlay district, is to promote greater integration of use and design and more potential for physical and social interaction within the city's newly developing neighborhoods.



The VR-O regulations are intended to encourage the creation of neighborhoods with the following characteristics:

- a. Pedestrian scale;
- b. A mix of uses, i.e., all types of housing and supporting retail and service uses;
- c. Unified planning, design and appearance; and
- d. Inclusion of amenities and pedestrian connections to such amenities (e.g., parks, open space, schools, cultural facilities, etc.).

(2) Applicability. The City Council, upon recommendation from the Planning Commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development standards for the Village Residential Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

(3) Method of adoption. The VR-O district shall be established according to the standard procedures for rezoning.

(4) Effect of VR-O classification. The VR-O is an overlay district applied to an underlying base zoning district. The VR-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the VR-O shall control over the underlying base zoning district(s).

(5) Village residential approval procedure. A proposed village residential development shall require review and approval according to the planned unit development review procedures.

(6) Phasing of development. At the time of preliminary plan approval, the developer may request approval of, and the planning commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(7) Village residential development standards.

a. Minimum site area. The minimum contiguous land area included in a single village residential development shall be 25 acres. For the purpose of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

b. Uses.

1. Residential. Any type of residential use may be allowed in the VR-O district, subject to required approval procedures, and the following limitations:

(i) Single-family. A minimum of 51 percent of the total number of dwelling units within a village residential development shall be single-family.

(ii) Other residential. No more than 49 percent of the total number of dwelling units within a village residential development may be other than single-family, e.g., duplex, multifamily, manufactured housing.

2. Nonresidential. The following nonresidential uses shall be allowed within the VR-O district, if approved according to the PD approval procedures:

(i) Uses allowed in RS.

Any nonresidential use permitted in the RS district shall also be a permitted use in the VR-O district.

(ii) Bank or financial institution. Banks and financial institutions are permitted uses in the VR-O district.

(iii) Convenience store.

Convenience stores, including those that sell gasoline, are permitted uses in the VR-O district.

(iv) Day care, limited. Daycare family homes are permitted in this district.

(v) Medical service. Medical services are permitted in the VR-O district.

(vi) Restaurants. Restaurants are permitted uses in the VR-O district, provided they do not exceed a 100 person seating capacity.

(vii) Retail sales/service.

Retail sales and service uses are permitted in the VR-O district, provided that no individual retail sales or service use may exceed 4,000 square feet of gross floor area.

(8) Residential property development standards.

a. Maximum density. The maximum single-family residential density within a village residential development shall not exceed 5.5 units per acre.

b. Minimum lot size. The minimum lot size for single-family residential uses shall be 6,000 square feet.

c. Setbacks. The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development. In general, reduced building setbacks from streets are appropriate in a village residential development.

d. Maximum height. Residential uses shall not exceed 35 feet in height, measured from the highest land elevation to the eaves.

e. Maximum building coverage. Residential uses shall not exceed 50 percent lot coverage.

f. Commercial floor area limit.

No more than 10,000 square feet gross floor area of commercial floor space shall be allowed per 100 dwelling units within a village residential development.

g. Setbacks. The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development.

h. Lot coverage. The maximum ground coverage of any nonresidential use within a village residential development, which includes building and other site improvements, shall not exceed 70 percent of the lot.

i. Maximum height. The maximum height of any nonresidential use in the VR-O district shall be 30 feet, measured from the highest land elevation to the eaves.

(9) Design guidelines and standards.

In reviewing plans for a village residential development, and, as a condition of any density bonus and any permitting of commercial uses, the planning commission shall evaluate the proposal in light of the policies and guidelines in the comprehensive plan, and in light of the following standards and guidelines:

a. Sidewalks. Sidewalks shall be provided on both sides of all local and collector streets within a village residential development.

b. Streets. The planning commission may allow reduced street right-of-way and pavement widths within village residential developments if the planning commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

c. Open space. A minimum of 20 percent of the gross area of a village residential development shall be designated and preserved as common open space or private open space. Recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving

and roofs constitute no more than ten percent of the total open space area. A property owners association shall be responsible for continued maintenance of common open space areas.

d. Landscaping and buffering.

Trees, shrubs and other plant materials should be installed within open space areas of a village residential development. Shade trees shall be installed to shade sidewalks and parking lots. Landscape buffers consisting of trees, shrubs, earth berms and other landscape features shall be provided to screen incompatible uses from one another. Low density residential areas should, for example, be screened from high density residential uses and from nonresidential uses.

e. Outdoor lighting. A uniform

lighting plan should be established for the village residential development. Lighting should be provided along streets and sidewalks, and in off-street parking areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas.

f. Underground utilities. All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants and open water-courses. The developer is responsible for making the necessary arrangements with utility companies and other appropriate entities when installing utilities and service facilities.

g. Housing design. Pedestrian-oriented design features are strongly encouraged within the VR-O district. To that end, front porches, reduced street setbacks, rear alleys, garage placement to the side or rear of houses, and other design features that emphasize the pedestrian over the automobile are encouraged within village residential developments.

h. Architectural compatibility. At the time of plan review, the developer of a village residential development shall be required to present plans for insuring architectural compatibility within the development. In addition to the general design of buildings, such plans shall address uniform signage and landscaping.

i. Paths and trails. Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial nodes, schools and other activity areas inside and outside the development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

j. Parks and recreation areas. A village residential development should include recreation facilities and amenities, such as swimming pools, playfields and other areas. The planning commission may require the provision of private recreational amenities within a village residential development if the planning commission determines that adequate park and recreation facilities do not exist within a one-mile radius of the village residential development.

SECTION 3: It is found and declared by the City Council that an emergency exists to provide incentives that will further advance innovative design and good land use planning principles for large scale developments; and, this Ordinance, being necessary for the preservation of public peace, health and safety, shall take effect from and after its passage and approval.

SECTION 4: Conflict - If any part of this Section is found to be in conflict with any other Section of the Zoning Ordinance or with any other Ordinance, the most restrictive or highest standard shall prevail. If any part of this Section is explicitly prohibited by Federal law or state statute that part shall not be enforced.



# Memo

To: The Jonesboro City Council  
Cc: City Attorney Phillip Crego, Carol Duncan, Mayor Harold Perrin, L.M. Duncan, Tracy McGaha  
From: Otis T. Spriggs, Director of Planning  
Date: April 23, 2014  
Re.: **Text Amendment: City of Jonesboro: Chapter 117-140 d1. &117-140 d.2): Town Center and Village Residential Overlay Districts**

## Dear Aldermen:

When the Village Residential Overlay District was initially established, the purpose envisioned was to provide for enhanced standards to protect the unique characteristics of small-scale areas and/or corridors around Jonesboro. Specifically, the overlay district was incorporated into the Zoning Ordinance to promote safe streets while giving special attention to landscaping, signage, lighting, yard and bulk, and architectural elements in order to create cohesive development patterns. To achieve the desired development pattern set forth in the Village Residential Overlay District, development plans must contain certain design characteristics including 1) pedestrian scale, 2) a mix of uses (commercial, office, and residential), 3) unified planning, design and appearance, and 4) the inclusion of amenities and pedestrian connectivity.

The City of Jonesboro recognizes the potential for growth and population diversification that will continue to transform the entire community. Planned Mixed-Use Areas (PMUA) that contain a combination of office, retail, housing or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape and signage standards are an emerging trend among growing communities, and present a unique opportunity for large scale investment and controlled growth. Mixed-use developments encourage innovative design that promotes a live, work, shop, play, and worship environment, pedestrian in scale, and conducive to transit use, all in a compact urban form.

Mixed use development discourages the development of businesses that contribute to traffic congestion and instead encourages shared parking, multi-modal traffic patterns, and the creation of places oriented toward pedestrians. The intent of PMUAs as provided in the Vision 2030 Plan is to promote a mix of land uses including innovative residential neighborhood patterns that provide a variety of housing typologies and to discourage single use while balancing such development with planned open spaces and pedestrian-friendly streetscapes. The benefit of a mixed use development for the City of Jonesboro is minimizing traffic congestion and relative infrastructure costs while also minimizing environmental degradation in order to improve quality of life and promotion of a healthy community.

In order to support the anticipated growth and development trends emerging in the City of Jonesboro, the City's Planning & Zoning Department has identified the need to expand the current Village Residential Overlay District to provide a regulatory framework for the development of larger scale, mixed-use development that aspires to similar design principles and the mixing of land uses envisioned in a village-scale development scenario while also providing attractive, pedestrian-friendly streetscapes and cohesive design elements. In March, the Planning & Zoning Department will be presenting for consideration to the Metropolitan Area Planning Commission and the City Council an amendment to the current Village Residential Overlay District to include a "Town Center" element that builds upon the design tenants of the smaller-scale village regulatory provisions initially envisioned for

this zoning overlay classification. The amended zoning provision will create an expanded zoning classification titled “Town Center and Village Residential Overlay Districts”.

The intent of the recommended *Town Center (TC) Overlay District* is:

- *Public Space* – to preserve, enhance or create forms of publicly accessible open space
- *Compact Mixed Use* – to create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area
- *Street Activity* – to encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level
- *Pedestrian Oriented* - to reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces
- *Design* – to achieve a unique aesthetic design through high quality architecture with attention to placement, relationship and orientation of structures to provide greater compatibility with surrounding land uses

The Town Center (TC) Overlay District will be a mapped zoning district that imposes a set of development regulations in addition or in place of the underlying zoning district. The framework for the Town Center provisions to be incorporated into the Village Residential Overlay District will follow much the same organizational content as the current Village Residential Overlay zoning provisions including:

- Purpose
- Applicability
- Method of Adoption
- Effect of Town Center (TC) Overlay District Classification
- Town Center Approval Procedure
- Phasing of Development

**The Town Center zoning standards will also address:**

- Definitions
- Minimum site area
- Permitted Land Uses
- Permitted Conditional Uses
- Commercial, Office, and Residential Mixed-Use Development Standards (Building Placement, Site Layout, Street Hierarchy, Parking, Open Space, etc.)
- Design Guidelines and Standards (Landscaping, Architecture, Lighting, Signage, etc.)

## Town Center Streetscape Examples:



Thank you.



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**Section 117-2. Definitions**

**City of Jonesboro: Chapter 117-140 d.d1. &117-140 d.2): Town Center and Village Residential Overlay Districts**

AN ORDINANCE TO AMEND SECTION 117-2, DEFINITIONS AND SECTION 117-140, OVERLAY DISTRICTS OF THE CITY OF JONESBORO CODE OF ORDINANCES BY EXPANDING THE VILLAGE RESIDENTIAL OVERLAY DISTRICT REGULATIONS (SECTION 117, D.1) TO INCLUDE A TOWN CENTER OVERLAY DISTRICT OPTION (SECTION 117, D.2) FOR LARGE SCALE DEVELOPMENTS AND TO DECLARE AN EMERGENCY TO FURTHER ADVANCE INNOVATIVE DESIGN AND GOOD LAND USE PRINCIPLES

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WHEREAS, the City of Jonesboro recognizes the potential for growth and population diversification that will continue to transform the entire community; and

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WHEREAS, the Land Use Plan provides for a combination of office, retail, housing or compatible uses developed with a consistent theme and containing architectural, landscape, streetscape and signage standards are an emerging trend among growing communities, and present a unique opportunity for large scale investment and controlled growth.; and

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WHEREAS, the Metropolitan Area Planning Commission held a public hearing and unanimously voted to recommend approval to City Council of said text amendment revisions to Section 117-140 on April 8, 2014.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO THAT:

SECTION 1: That Section 117-02. Definitions of Terms and Uses be modified to add the following definitions:

*Build-to Line:* The build-to-line on a block is the surveyed line of a uniform distance away from the front property line, up to which front building facades are required to be built. Porches, eaves, and awnings may encroach across the build-to-line. The build-to-line shall be established and platted based upon the applicable standards of the Town Center and Village Residential Overlay Districts in order to create an even building façade line along the street.

*Façade Articulation:* The interruption of the building façade through the use of awnings, arches, display windows or other elements which presents pedestrian scale.

*Landscape Amenities:* Living or non-living materials used to augment the beauty or usability of a landscape area. Amenities may include, but are not limited to: additional

vegetation, flower gardens, tables, sculptures, monuments, benches, gardens, banners, enhanced pavement, pedestrian plaza areas, fountains and planters.

Mixed-Use: A single building containing two or more types of land uses; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

Neo-Traditional: Developments that favor the return of pre-World-War II patterns of development with such traditional design elements as grid-street patterns, reduced setbacks, prominent front porches, multi-use buildings and housing clustered near commercial service areas.

Overlay District: Districts which are placed “over” the base zoning to modify the development guidelines and to achieve a specific purpose for that area. The regulations of the underlying district and all other regulations, remain in effect. If any regulations conflict with the underlying zoning district, the Overlay standards prevail.

Parapet: A low, solid, protective screening or decorative wall; often used around a balcony, or along the edge of a roof to screen roof equipment.

Pedestrian Scale: The establishment of appropriate proportions for building mass and features in relation to pedestrians and the surrounding context.

Place-Making: Distinct features, such as parks, plazas, or civic areas which connect residents with a community and promote positive user interaction.

Usable Open Space: Areas which serve the need for leisure, recreation or pedestrian interaction. Spaces may include, but are not limited to, plaza areas, open lawn areas, trails, recreation facilities, gardens, pedestrian walkways and waterways.

Vehicle Use Area: The area of a development subject to vehicle traffic, including access ways, loading and service areas, areas used for parking or storage of vehicles, and all land which vehicles cross over as a function of the primary use.

SECTION 2: That the City of Jonesboro Code Section 117-140, is hereby modified to read as follows:

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**Sec. 117-140. Overlay and Special Purpose Districts.**

- (a) *Purpose.* The purpose of overlay and special purpose districts is to provide for enhanced standards to protect and enhance the unique characteristics of specific areas and/or corridors, such as natural scenic beauty or manmade features, while providing for development opportunities. Examples of such purposes include:



~~(1)~~ ~~(4)~~ Promoting the safe and efficient use of specific roadways by controlling access and other traffic measures;

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~~(2)~~ Provideing for the creation and expansion of employment opportunities for City citizens through promotion of business development;

~~(4)~~~~(3)~~ Reduceing sprawl and segregation of land use and encourageing more efficient use of land and public services by promoting compact mixed-use development patterns;

~~(4)~~~~(2)~~ Encouraging the redevelopment of an area consistent with a particular design theme;

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~~(5)~~~~(3)~~ Giving special attention to landscaping, buffering, signage, lighting and building setbacks in those districts identified as needing special attention; and

~~(6)~~~~(4)~~ Giving special attention to the existing architectural style or to the style which is planned, so as to create an easily identifiable area in those areas identified as architecturally or historically significant. Createing an attractive built environment with consistently high design quality and harmonious relationships through sound land use planning and design standards;

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Comment [CE1]: Marsha: The wording of this sentence is awkward. I have tried composing several alternatives, but don't have one I like better yet. . . Craig L. questions this phrase as well.

Comment [LEA2]: Additional language has been added to clarify the Overlay District shall control over any base zoning that may have been in place prior to adoption of the overlay district.

(b) *Adoption.* The city council, upon recommendation from the planning commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development criteria for each district shall be those standards as set out in each respective district that is adopted. The development standards for the Town Center Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

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(c) LU-O—limited use overlay district.

(1) Purpose. By providing for flexible use of property development standards tailored to individual projects or specific properties, the LU-O district is intended to:

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a. Ensure compatibility among incompatible or potentially incompatible land uses;

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b. Ease the transition from one zoning district to another;

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c. Address sites or land uses with special requirements; and

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d. Guide development in unusual situations or unique circumstances.

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(2) Application. The LU-O district may be applied in combination with any base zoning district. The designation may be requested by an applicant or proposed by the planning commission or city council during their consideration of a rezoning request.

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(3) Use and property development standards. When accompanied by a rezoning request from the property owner, the LU-O district can be used to restrict the use and property development standards of an underlying base zoning district, as applied to specific parcels of land. All LU-O requirements are in addition to, and supplement all other applicable standards and requirements of the underlying zoning district. Restrictions and conditions imposed by an LU-O district are limited to the following:

- a. Prohibiting otherwise permitted or conditional uses and accessory uses or making a permitted use a conditional use;
- b. Decreasing the number or density of dwelling units that may be constructed on the site;
- c. Limiting the size of nonresidential buildings that may be placed on a site;
- d. Increasing minimum lot size or lot width;
- e. Increasing minimum yard and setback requirements; and
- f. Restricting access to abutting properties and nearby roads.

(4) Method of adoption/amendment. As an overlay district, the LU-O designation shall be applied for in accordance with standard rezoning procedures. Once LU-O zoning is established, any amendments shall also require review and approval in accordance with rezoning procedures.

(5) Effect of LU-O designation. Restrictions imposed through an LU-O district are considered part of this chapter. All property included in an LU-O district shall be delineated on the official zoning map by adding the letters LU to the abbreviation for the base zoning district. The rezoning ordinance and record plat for the property must list all of the modifications and restrictions imposed pursuant to the LU-O designation. The restrictions imposed will be considered part of the text of this chapter, and a violation of the restrictions shall be considered a violation of the zoning chapter.

(d.1) TC-O – Town Center Overlay District.

(1) General Purpose. The purpose of the TC-O, Town Center Overlay District, is to promote the development of a pedestrian oriented, mixed use district in which a variety of complementary retail, commercial, office, civic, and residential uses are permitted. The intent of the TC-O regulations are to:

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- (a) ~~Public Space—to p~~Preserve, enhance, or create many forms of publicly accessible open space, such as parks, plazas, water features, tree-lined streets and community gathering areas.
- (b) ~~Compact Mixed Use—to e~~Create a compact concentration of land uses within each development through multiple uses in a single building, or in the same general area.
- (c) ~~Street Activity—to e~~Encourage a sense of place through street level activity by allowing the imaginative and efficient utilization of land and to develop a sense of community by promoting year-round pedestrian and outdoor activities at the street level.
- (d) ~~Pedestrian Oriented—to r~~Reduce the dependence upon and dominance of the automobile through street design, shared parking, pedestrian scaled buildings and pedestrian pathways and spaces.
- (e) ~~Design—to a~~Achieve a unique aesthetic design through high quality architecture and construction with attention to placement, relationship and orientation of structures to provide a greater compatibility with surrounding land uses.

(2) Applicability. The TC-O is an overlay district applied to an underlying base zoning district. The TC-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City’s Land Use Map and Comprehensive Plan. The provisions of the TC-O shall control over the underlying base zoning district(s).

(3) Method of Adoption. The TC-O district shall be established according to the standard procedures for rezoning.



(4) Town Center Approval Procedure. A proposed Town Center Development shall require review and approval according to the Planned Unit Development review procedures.

(5) Phasing of Development. At the time of preliminary plan approval, the applicant may request approval of, and the Planning Commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities including utilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(6) Town Center Development Standards.

- (a) The minimum contiguous land area included in a single Town Center Development shall be forty (40) acres. For purposes of this provision, land shall be deemed to be

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contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

(b) Permitted Uses. The following uses are permitted subject to site plan requirements and applicable density and design provisions:

- 1) Residential (all types including single family attached and detached and carriage homes)
- 2) Multifamily Residential (including units above non-residential use)
- 3) Senior Living and Retirement Homes
- 4) Convenience Stores (including fuel dispensing)
- 5) Pharmacies
- 6) Grocery Stores
- 7) Theaters
- 8) Hotels and motels
- 9) Conference Center
- 10) Financial Institutions
- 11) Medical Services and Outpatient Services Facilities
- 12) Schools and Vocational Instruction Facilities
- 13) Day Care and Extended Care Facilities
- 14) Sports & Fitness
- 15) Mixed-Use developments where residential dwelling units are integrated into buildings with non-residential uses
- 16) Business or Professional Offices
- 17) Research and Development Facilities
- 18) Retail Sales and Services
- 19) Single tenant stores up to 100,000 square feet gross floor area
- 20) Self-Storage (mini-storage) and associated offices
- 21) Personal Services
- 22) Restaurants and Cafés
- 23) Indoor Recreational Facilities
- 24) Outdoor seating associated with restaurants or cafés subject to applicable licensing requirements
- 25) Live/Work
- 26) Home Occupations
- 27) Places of Worship
- 28) College or University
- 29) Utility, Major and Minor
- 30) Communication Tower
- 31) Accessory Structures to Primary Permitted Land Use

(c) Height, Bulk and Area Requirements – Residential Uses. Height, bulk, area and buffer requirements shall be as follows:

1) Single-family detached dwellings and two-family detached dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

2) Single-family attached (excluding multi-family):

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: 10 feet
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 4,000 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 3 stories

3) Multi-family dwellings:

- a) Minimum rear yard: 25 feet
- b) Minimum side yard: each 15 feet wide
- c) Minimum front yard: 25 feet
- d) Minimum Lot Area: 1,500 square feet per dwelling unit
- e) Maximum Lot Coverage: 60%
- f) Maximum Height: 4 stories

(d) Height, Bulk and Area Requirements – Non-Residential and Mixed Uses

1) Non-Residential and Mixed Uses

- a) The maximum allowable height for non-residential and mixed use buildings shall be seven (7) stories.
- b) Setback Requirements for Parcels fronting upon Arterials and Collectors and Parcels located along perimeter boundary of the Town Center
  - (1) Minimum rear yard: 20 feet
  - (2) Minimum side yard: 10 feet
  - (3) Minimum front yard: 25 feet
- c) Setback Requirements for Parcels fronting upon Local Streets within the Town Center
  - (1) Minimum rear yard: 10 feet
  - (2) Minimum side yard: 0 feet
  - (3) Minimum front yard: 5 feet (build-to line shall be 5 feet unless a lesser front yard is approved with corresponding build-to line)
- d) Minimum Lot Area: N/A
- e) Maximum Lot Coverage: 90%
- f) Maximum Building Coverage: 70%

(e) Land Area and Density Requirements. It is the intent of the TC-O to create a mixed-use environment that includes a combination of residential and non-residential uses.

To ensure an appropriate mix of permitted land uses, the TC-O shall adhere to the following:

- 1) Non-residential and mixed uses (that combine residential and non-residential uses in a vertical building configuration) shall occupy a range of 50 to 70 percent of the total land area of the Town Center including rights-of-way and open space.
- 2) Residential land uses shall occupy a range of 30 to 50 percent of the total land area of the Town Center including rights-of-way and open space.
- 3) In order to provide a mix of residential types, a range of 50 to 70 percent of the total land area devoted to residential use within the Town Center shall be developed as single-family detached and attached (excluding multi-family). Multi-family (excluding single-family attached) may occupy a range of 30 to 50 percent of the total land area devoted to residential uses. In the case of residential uses such as lofts above ground floor retail/office located within the non-residential or mixed-use land area of the Town Center, there shall be no prescribed minimum or maximum acreage or units.

(f) Big Box/Large Retail Establishment Requirements. It is the intent of the TC-O to create a unique pedestrian-oriented environment through mixed uses and pedestrian scaled design. Each large retail establishment containing more than 50,000 gross square feet is required to provide pedestrian scaled design through the incorporation of several of the following recommended design elements:

- Arcades
- Arches or recessed Archways
- Architectural detailing
- Awnings, canopies or porticos
- Changes in massing
- Changes in material
- Multiple customer entries
- Display windows
- Dormers
- Peaked roof forms
- Outdoor gathering spaces
- Raised cornice parapets over entries
- Separate shops (or the appearance of separate shops) with separate entrances placed in front of the larger building
- Varying plate heights

(g) Open Space Requirements. The intent of the TC-O is to allow for the creative design of plazas, green spaces, and focal elements for retail, office, residential, or mixed use land uses.

- 1) All Town Center developments shall provide usable open space, or spaces which allow for the interaction among pedestrians and with the surrounding environment.
- 2) A minimum of ten percent (10%) of the gross land area of a Town Center Development shall be designated and preserved as common open space or private open space. Landscape amenities, recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than fifteen percent (15%) of

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the total open space. A property owners' association shall be responsible for continued maintenance of common open space areas.

- 3) Usable open spaces should provide as many seating opportunities as possible through the placement of moveable chairs, sidewalk cafes and planter walls.
- 4) Activities— such as street vendors, open air markets, kiosks, and festivals are encouraged to promote pedestrian usage.
- 5) Usable outdoor space shall be privately owned and maintained by the developer or property owners' association. However, if the determination has been made by the City Council that a particular usable open space serves not only the patrons of the development but the greater community as a whole, the City may provide assistance to aid in the development and maintenance of the public space.
- 6) When possible, the integration of storm drainage and detention should be designed to enhance the public space and improve water quality.
- 7) Usable space should be designed to create outdoor rooms, by limiting the interaction with moving vehicles and partially surrounding the space with buildings, landscaping elements, and architectural features.

(h) *Traffic Impact Study.* A Traffic Impact Study will be prepared and submitted to the City of Jonesboro addressing traffic impacts associated with the development of the Town Center. The Traffic Impact Study will also address access management relative to placement and configuration of street intersections and entrances to the Town Center.

(i) *Architectural Guidelines.* Building façades should be varied and articulated to provide visual interest to pedestrians. Buildings should be proportioned and defined by clear façade elements such as a base, middle, and top. Building architecture shall adhere to the following architectural guidelines:

1) Buildings are encouraged to have a pedestrian scaled design by achieving the following:

- Using heavier building materials at the bottom of the building
- Using roof details such as cornice, caps or parapets at the top of the building
- Alternating roof styles, heights, and elements
- Dormers
- Varying window heights and styles
- Mix of architectural materials and styles

2) Buildings on corner lots shall be considered significant structures since they have two street-facing facades. All such facades shall have appropriate scale and massing. Additional stories or prominent roof design and architectural elements are encouraged to emphasize the location.

3) Buildings located at “gateways” into and out of the Town Center Development should be designed with additional height or architectural elements to reinforce their prominence. Pedestrian elements such as plazas, fountains, and special landscaping treatments are also encouraged.

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**Comment [CE3]:** Marsha: As we discussed, this provision may be problematic since we don't have a design review committee. Ditto some of the other elements below. I think keeping it vague is a good strategy, but I would feel better about this if we did have a Design Review Committee.

**Comment [LEA4]:** There are a multitude of great examples of Design Review Commissions if there is interest in establishing such an appointed body. However, for the purposes of this amendment would recommend such an initiative be undertaken outside of this amendment but, City staff could certainly use the overlay districts (VR-O and TC-O) as examples for why a DRC would be beneficial for the City to establish.

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- 4) Focal points of visual termination should generally be occupied by prominent buildings and structures that employ enhanced height, massing, distinctive architectural elements, ornamental site elements or other distinguishing features.
- 5) Fenestration (door and window openings) shall be sized to the scale of the building and detailed based upon building architecture including an appropriate amount of fenestration on first floor façades facing public streets. Fenestration design shall properly address maximum sill height and minimum window head height based upon the height of the first floor measured from finished grade, appropriately to the pedestrian theme. Use of repeating window patterns and details are encouraged to unify design.
- 6) Entrances into buildings should be easily identified through the use of building design and detailing. Projected or recessed entryways, higher rooflines, awnings, or changes in building material are examples that can create this effect.
- 7) No building shall have long expanses of uniform or flat walls. Reasonable articulation of building facades shall be provided by using offsets, recesses and/or projections, changes in plane, changes in height, windows, awnings, arcades and/or colonnades. Use of awnings shall be limited to above windows and entrances.
- 8) No buildings shall have long expanses of uniform roof planes. Reasonable articulation of roof lines shall be provided by using a pitched roof, partial roof, or parapet walls of varying heights, dormers, overhangs, arches, stepped roofs, gables, or other similar design. All flat roofs shall be screened with parapets on all sides of the building. If no roof top equipment exists, the parapet shall be a minimum of 18 inches high. All parapets shall feature cornice treatments and shall provide a cap to demonstrate that the upper edge is the top of the building.
- 9) Ground mounted mechanical equipment shall be screened from view with wing walls consisting of comparable design and building materials as the main building structure, landscaping, or a combination of both.
- 10) Loading areas (shipping and receiving docks) shall be located and/or screened in such as manner that the loading area is not visible to passing motorists along a public street and/or highway serving the Town Center Development.
- 11) Buildings should provide a unifying theme while maintaining each building's individual character.
- 12) Materials should change with the change in building planes; however, all material should keep within the chosen theme.
- 13) Reflective glass or mirrored glass is strongly discouraged. Efforts should be made to use clear glass on storefronts, windows and doors to promote the connection of the interior and exterior of buildings.
- 14) All sides of all buildings open to public view should be treated with the same level of architectural style.
- 15) Trim and structural elements such as posts or columns shall be sized to the scale of the building and detailed appropriately to the theme. When used, masonry materials shall have the appearance of 3-dimensional elements.
- 16) Corporate franchise design where the building functions as a trademark shall be permissible only if it incorporates architectural elements which are compatible with the overall theme and uniqueness of the development.

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Comment [LEA5]: Additional language was provided to further clarify appropriate design of fenestration based upon building architect considerations.

Comment [CE6]: Craig L. questioned phrasing.

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17) No outdoor storage shall be permitted unless such storage is visually screened from view to passing motorists along a public street and/or highway serving the Town Center Development by the use of landscaping and/or a suitable solid fence constructed of masonry or wood at least 6 feet in height or a combination thereof. No storage materials may be visible above the screening measure. Screening shall be well maintained.

(j) *Building Materials.* Any exterior building wall facing a street or highway located within the Town Center Development, shall be constructed of one or a combination of the following materials:

- 1) Clay or masonry brick.
- 2) Customized concrete masonry with striated, scored or broken faced brick type units (sealed) with color consistent with design theme.
- 3) Poured in place and tilt-up walls shall have a finish of stone, a texture or a coating.
- 4) Poured in place, tilt-up or pre-cast concrete.
- 5) Natural stone.
- 6) At a minimum, industrial buildings shall be constructed having the lower one-third (1/3) of the structure being of architectural masonry, architectural composite aluminum or steel panels, glass, or a combination of these materials on all sides not facing a public street. The front façade of an industrial building shall be one or a combination of the materials enumerated in Items 1 through 5 of this subsection.
- 7) All roof drains of a structure must be integral to the design and non-apparent.
- 8) Accessory structures including refuse enclosures shall be of comparable design and building materials as the principal structure.

(k) *Signs.*

1) The following signs are permitted in accordance with the Zoning Ordinance:

- a) Principal or Monument Ground Signs
- b) Integrated Shopping Center Signs
- c) Wall Signs
- d) Menu Board (limited to one sign per business)
- e) Suspended Signs
- f) Construction Signs
- g) Directory Signs (ground and wall mounted)
- h) Special Event Signs
- i) Real Estate Signs
- j) Window Signs
- k) Gasoline Trade Signs
- l) Sandwich Signs (associated with Restaurant or Café)

2) The following signs are not permitted:

- a) Changeable copy signs (including LED/message signage)

- b) Flags
- c) Internally illuminated signs
- d) Pole signs
- e) Tag signs
- f) Open channel letter signs
- g) Flashing or animated signs
- h) Off-premise signs
- i) Roof signs

3) Signs shall comply with the following guidelines:

- a) All ground-mounted signs shall include landscaping around the entire base of the sign structure. Landscaping shall consist of multiple rows of evergreen and deciduous plant materials and seasonal varieties that add visual interest to the sign. All landscaping shall be irrigated and properly maintained.
- b) Signs shall not create a traffic hazard. All entrance and freestanding signs located near corners of a street intersection shall be located outside of the clear sight triangle based upon the design speed of the intersecting streets upon which the sign will be located. Such a triangle shall be measured at a distance of 35 feet running parallel along each street and connecting them to form a triangle.
- c) No principal or monument ground sign shall exceed twelve (12) feet in height, fifteen (15) in length and three (3) feet in width.
- d) No integrated shopping center sign shall exceed a total of 200 square feet on one side for any one integrated shopping center sign. If a shopping center fronts upon more than one public street, no more than two (2) integrated shopping center signs shall be permitted for a shopping center.
- e) One (1) Menu Board sign per business shall be allowed provided the menu board shall not exceed a total of 25 square feet of display surface. A microphone shall be permitted to be integrated into the design of the menu board sign structure to communicate with patrons.
- f) Sign structures shall be of comparable design and building materials as the main building structure.
- g) The area of a wall sign shall not exceed, in square feet, 2 times the lineal front footage of the business or office.
- h) Window signs shall not exceed 15% of the total window surface of the first floor or street level of the building.
- i) Signs are required to be internally illuminated block letters mounted on a raceway. Backlit letters and indirectly illuminated signs are acceptable. Three colors maximum are allowed for signs with up to two font styles. Ground mounted building identification signs shall have fully enclosed solid bases of either brick or stone, mounted at the ground plane. No supporting structural members are to be exposed.

(l) Vehicle Use Area Design Guidelines. The intent of the TC-O is to create small, shared, aesthetically landscaped and screened parking lots which are designed to

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Comment [CE7]: Craig L. questioned this reference. Typically this is based on speed limit. Check current code triangle as well.

Comment [LEA8]: Agree. Language has been revised to reference design speed of intersecting streets.

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Comment [LEA9]: See Item H above for additional language introduced requiring as part of Traffic Impact Study that access management be addressed including street intersections and entrances to the Town Center.

Comment [CE10]: Marsha: I think Mark's idea of having a sentence or two relating to access management is a good idea, given that we don't have good standards elsewhere.

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function not only in the interest of accommodating automobiles, but in the interest of the pedestrian.

- 1) Parking areas should consist of separated parking fields that are aesthetically pleasing, landscaped to screen the public views and located so as not to be the dominant feature along any street or intersection.
- 2) Parking structures and lots should be designed to contribute to an attractive appearance of the streetscape and not deter from the pedestrian orientation of the district.
- 3) Parking requirements will be in accordance with ~~Section 14.36.01117-324~~ *Off-Street Parking and Loading Requirements*. Parking requirements may be reduced if the applicant can provide data that substantiates potential parking demand that is less than the minimum prescribed parking standard. The applicant may use shared parking, on-street parking, off-street parking, and other considerations including mass transit to reduce the number of required parking spaces.
- 4) Parking should be located to utilize natural landscape and topography.
- 5) To promote a higher level of pedestrian awareness, the use of alternate paving materials to designate pedestrian traffic areas from vehicular use areas and travel lanes is encouraged.
- 6) The design of all streets (public and private) and parking lots shall permit the travel of the Fire Department's vehicle access requirements.
- 7) On-street parking ~~shall~~ may be permitted on public ~~and private~~ streets classified as *Local Street*, or less on the most current Master Street Plan.
- 8) Pedestrian travel ways should be separated from vehicular traffic with landscaping, on-street parking, bollards, special paving, or any other feature which identifies the pedestrian space.
- 9) Parking lots of contiguous developments within the Town Center should, where possible, interconnect among the different developments to encourage continuous movement of traffic to reduce traffic flow on public streets and to minimize the need for excessive curb cuts.

(m) Sidewalks. Sidewalks shall be provided on both sides of all local (public and private) and collector streets within a Town Center Development.

(n) Streets. The Planning Commission may allow reduced street right-of-way and pavement widths within Town Center Developments provided the Planning Commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

- 1) The Planning Commission may allow both public and private streets including alleys within a Town Center. The Planning Commission may allow private streets to vary from public street design standards where such deviations demonstrate safe design that supports pedestrian-friendly streetscapes and street hierarchies within the Town Center.

(o) Underground Utilities. All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants,

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and open storm water courses. The applicant is responsible for making the necessary arrangements with utility providers and other appropriate entities when installing utilities and service facilities.

(p) Site Lighting.

—A uniform lighting plan shall be established for the Town Center Development. Lighting shall be provided along public and private streets, pedestrian ways, and in off-street parking and loading areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas. The lighting source should not be directly visible from adjoining properties. Floodlights, unshielded wall pack units, other types of unshielded lights, and lights where the lens is visible outside of the light fixture shall be prohibited. The design and style of light fixtures shall provide for a common design theme throughout the entire Town Center to reinforce a sense of place. Traditional style lighting fixtures may be used if such fixtures are similar in appearance to existing traditional style fixtures in downtown Jonesboro.

- 2) Sidewalks and parking areas shall be properly lit to facilitate safe movement of pedestrians and vehicles and provide a secure environment. In parking areas, the light intensity shall average a minimum of 1.0 foot candle, measured five (5) feet above the surface. In pedestrian areas, the light intensity shall average a minimum of 2.0 foot candles, measured five (5) feet above the surface. Maximum average light intensity shall be ten (10) foot candles.
- 3) Light poles are to be neutral, preferably dark in color and not made of wood. All parking and security lights are to be cutoff luminaries. The height of light fixtures should be in proportion to the building mass, preferably no taller than the building height. Lighting for pedestrian areas should be 12-15 feet in height. Ground-oriented pedestrian scale lighting should be considered as an alternative to polemounted fixtures along pedestrian walkways at three to four feet in height.

p) Mechanical Equipment. All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be thoroughly screened from view from the public right-of-way and from adjacent properties, using walls, fences, roof elements, penthouse-type screening devices or landscaping.

(7) Paths and trails. Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial and mixed-use nodes, schools and other activity areas inside and outside the Town Center Development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

(8) Parks and recreation areas. A Town Center Development should include usable open space that provides passive and/or active gathering places and activity and special event spaces.

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Comment [CE11]: Craig L. questioned why would we use the current downtown lighting fixtures as a template.

Comment [LEA12]: Good point. The provision has been revised to provide a requirement that lighting design/style shall have a common theme throughout the Town Center for continuity and uniformity to reinforce sense of place unique to Town Center.

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(d.2) VR-O—Village Residential Overlay District.

(1) *General Purpose.* The purpose of the VR-O, village residential overlay district, is to promote greater integration of use and design and more potential for physical and social interaction within the city's newly developing neighborhoods.

The VR-O regulations are intended to carry out the village residential policies of the comprehensive plan, and to encourage the creation of neighborhoods with the following characteristics:

- a. Pedestrian scale;
- b. A mix of uses, i.e., all types of housing and supporting retail and service uses;
- c. Unified planning, design and appearance; and
- d. Inclusion of amenities and pedestrian connections to such amenities (e.g., parks, open space, schools, cultural facilities, etc.).

(2) *Applicability.* The City Council, upon recommendation from the Planning Commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development standards for the Village Residential Overlay District shall control over the underlying zoning classification(s) that may exist on the property prior to adoption of the overlay district. Such overlay districts shall be adopted and made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such overlay districts shall be delineated on the official zoning map.

The VR-O is an overlay district applied in combination with an underlying base zoning district. The VR-O district may be applied in combination with the AG, RR, and RS zoning districts. If the regulations of the VR-O conflict with the underlying base zoning district, the regulations of the VR-O shall control. If no special VR-O standards are specified, the regulations of the underlying base zoning district shall control.

(3) *Method of adoption.* The VR-O district shall be established according to the standard procedures for rezoning.

(4) *Effect of VR-O classification.* The VR-O is an overlay district applied to an underlying base zoning district. The VR-O district may be applied to a parcel or contiguous group of parcels where the underlying zoning classification(s) supports a mix of permitted land uses or conforms to the City's Land Use Map and Comprehensive Plan. The provisions of the VR-O shall control over the underlying base zoning district(s). Land classified in the VR-O district may be developed according to the underlying base district classification or according to the village residential development standards of this section.

(5) *Village residential approval procedure.* A proposed village residential development shall require review and approval according to the planned unit development review procedures.

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Comment [LEA13]: No further revisions provided. Agree with refinement staff provided.

Comment [CE14]: Marsha: The VR-O language was a companion piece to the 1996 Comprehensive Plan, which encouraged such. Since that time, some of the basic ideas have been carried through, but we don't really talk about Village Residential, as such, anymore.

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Comment [LEA15]: Additional language has been added to clarify the Overlay District shall control over any base zoning that may have been in place prior to adoption of the overlay district.

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Comment [LEA16]: The same provision as provided for the TC-O has been inserted in place of previous provision.

Comment [CE17]: Marsha: However we do this section in the TC-O, we should probably mirror here.

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Comment [CE18]: Marsha: Ditto above comment

Comment [LEA19]: The same provision as provided for the TC-O has been inserted in place of previous provision.

(6) *Phasing of development.* At the time of preliminary plan approval, the developer may request approval of, and the planning commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(7) *Village residential development standards.*

a. *Minimum site area.* The minimum contiguous land area included in a single village residential development shall be ~~2575~~ acres. For the purpose of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

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b. *Uses.*

1. *Residential.* Any type of residential use may be allowed in the VR-O district, subject to required approval procedures, and the following limitations:

(i) *Single-family.* A minimum of 51 percent of the total number of dwelling units within a village residential development shall be single-family.

(ii) *Other residential.* No more than 49 percent of the total number of dwelling units within a village residential development may be other than single-family, e.g., duplex, multifamily, manufactured housing.

2. *Nonresidential.* The following nonresidential uses shall be allowed within the VR-O district, if approved

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according to the PD approval procedures:

(i) *Uses allowed in RS.*

Any nonresidential use permitted in the RS district shall also be a permitted use in the VR-O district.

(ii) *Bank or financial institution.* Banks and financial institutions are permitted uses in the VR-O district.

(iii) *Convenience store.*

Convenience stores, including those that sell gasoline, are permitted uses in the VR-O district.

(iv) *Day care, limited.* Daycare family homes are permitted in this district.

(v) *Medical service.* Medical services are permitted in the VR-O district.

(vi) *Restaurants.* Restaurants are permitted uses in the VR-O district, provided they do not exceed a 100 person seating capacity.

(vii) *Retail sales/service.*

Retail sales and service uses are permitted in the VR-O district, provided that no individual retail sales or service use may exceed 4,000 square feet of gross floor area.

(8) *Residential property development standards.*

a. *Maximum density.* The maximum single-family residential density within a village residential development shall not exceed 5.5 units per acre.

b. *Minimum lot size.* The minimum lot size for single-family residential uses shall be 6,000 square feet.

c. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development. In general, reduced building setbacks from streets are appropriate in a village residential development.

d. *Maximum height.* Residential uses shall not exceed 35 feet in height, measured from the highest land elevation to the eaves.

e. *Maximum building coverage.* Residential uses shall not exceed 50 percent lot coverage.

f. *Commercial floor area limit.*

No more than 10,000 square feet gross floor area of commercial floor space shall be allowed per 100 dwelling units within a village residential development.

g. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development.

h. *Lot coverage.* The maximum ground coverage of any nonresidential use within a village residential development, which includes building and other site improvements, shall not exceed 70 percent of the lot.

i. *Maximum height.* The maximum height of any nonresidential use in the VR-O district shall be 30 feet, measured from the highest land elevation to the eaves.

(9) *Design guidelines and standards.*

In reviewing plans for a village residential development, and, as a condition of any density bonus and any permitting of commercial uses, the planning commission shall evaluate the proposal in light of the policies and guidelines in the comprehensive plan, and in light of the following standards and guidelines:

a. *Sidewalks.* Sidewalks shall be provided on both sides of all local and collector streets within a village residential development.

b. *Streets.* The planning commission may allow reduced street right-of-way and pavement widths within village residential developments if the planning commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

c. *Open space.* A minimum of 20 percent of the gross area of a village residential development shall be designated and preserved as common open space or private open space. Recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than ten percent of the total open space area. A property owners association shall be responsible for continued maintenance of common open space areas.

d. *Landscaping and buffering.*

Trees, shrubs and other plant materials should be installed within open space areas of a village residential development. Shade trees shall be installed to shade sidewalks and parking lots. Landscape buffers consisting of trees, shrubs, earth berms and other landscape features shall be provided to screen incompatible uses from one another. Low density residential areas should, for example, be screened from high density residential uses and from nonresidential uses.

e. *Outdoor lighting.* A uniform

**Comment [LEA20]:** While this is enforceable as a zoning provision, the practicality based upon the research performed for the Town Center is that such prescriptive practices, especially in the context of form-based codes, is not a recommended practice. A more generalized and flexible approach similar to that provided in the Town Center is recommended. Further modifications may be in order as prescribed by City staff to address this concern with the existing provisions.

**Comment [CE21]:** Craig L. questioned the enforceability of the % total of tract in relationship to residential.

lighting plan should be established for the village residential development. Lighting should be provided along streets and sidewalks, and in off-street parking areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas.

f. *Underground utilities.* All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants and open water-courses. The developer is responsible for making the necessary arrangements with utility companies and other appropriate entities when installing utilities and service facilities.

g. *Housing design.* Pedestrian-oriented design features are strongly encouraged within the VR-O district. To that end, front porches, reduced street setbacks, rear alleys, garage placement to the side or rear of houses, and other design features that emphasize the pedestrian over the automobile are encouraged within village residential developments.

h. *Architectural compatibility.* At the time of plan review, the developer of a village residential development shall be required to present plans for insuring architectural compatibility within the development. In addition to the general design of buildings, such plans shall address uniform signage and landscaping.

i. *Paths and trails.* Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial nodes, schools and other activity areas inside and outside the development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

j. *Parks and recreation areas.* A village residential development should include recreation facilities and amenities, such as swimming pools, playfields and other areas. The planning commission may require the provision of private recreational amenities within a village residential development if the planning commission determines that adequate park and recreation facilities do not exist within a one-mile radius of the village residential development.



**Additional Recommended Amendments**

**Section 14.08.02, Definitions of Terms and Uses (add the following definitions)**

*Build to Line:* The build to line on a block is the surveyed line of a uniform distance away from the front property line, up to which front building facades are required to be built. Porches, eaves, and awnings may encroach across the build to line. The build to line shall be established and platted based upon the applicable standards of the Town Center and Village Residential Overlay Districts in order to create an even building façade line along the street.

*Façade Articulation:* The interruption of the building façade through the use of awnings, arches, display windows or other elements which presents pedestrian scale.

*Landscape Amenities:* Living or non-living materials used to augment the beauty or usability of a landscape area. Amenities may include, but are not limited to: additional vegetation, flower gardens, tables, sculptures, monuments, benches, gardens, banners, enhanced pavement, pedestrian plaza areas, fountains and planters.

*Mixed Use:* A single building containing two or more types of land uses; or a single development of more than one building and use, where the different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

*Neo-Traditional:* Developments that favor the return of pre-World War II patterns of development with such traditional design elements as grid-street patterns, reduced setbacks, prominent front porches, multi-use buildings and housing clustered near commercial service areas.

*Overlay District:* Districts which are placed “over” the base zoning to modify the development guidelines and to achieve a specific purpose for that area. The regulations of the underlying district and all other regulations, remain in effect. If any regulations conflict with the underlying zoning district, the Overlay standards prevail.

*Parapet:* A low, solid, protective screening or decorative wall; often used around a balcony, or along the edge of a roof to screen roof equipment.

*Pedestrian Scale:* The establishment of appropriate proportions for building mass and features in relation to pedestrians and the surrounding context.

*Place Making:* Distinct features, such as parks, plazas, or civic areas which connect residents with a community and promote positive user interaction.

*Usable Open Space:* Areas which serve the need for leisure, recreation or pedestrian interaction. Spaces may include, but are not limited to, plaza areas, open lawn areas, trails, recreation facilities, gardens, pedestrian walkways and waterways.

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Vehicle Use Area: The area of a development subject to vehicle traffic, including access ways, loading and service areas, areas used for parking or storage of vehicles, and all land which vehicles cross over as a function of the primary use.SECTION 3: It is found and declared by the City Council that an emergency exists to provide incentives that will further advance innovative design and good land use planning principles for large scale developments; and, this Ordinance, being necessary for the preservation of public peace, health and safety, shall take effect from and after its passage and approval.

SECTION 4: Conflict - If any part of this Section is found to be in conflict with any other Section of the Zoning Ordinance or with any other Ordinance, the most restrictive or highest standard shall prevail. If any part of this Section is explicitly prohibited by Federal law or state statute that part shall not be enforced.

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## City of Jonesboro: Chapter 117-140d.: Village Residential District

### Sec. 117-140. Overlay and special purpose districts.

(a) *Purpose.* The purpose of overlay and special purpose districts is to provide for enhanced standards to protect and enhance the unique characteristics of specific areas and/or corridors, such as natural scenic beauty or manmade features, while providing for development opportunities. Examples of such purposes include:

- (1) Promoting the safe and efficient use of specific roadways by controlling access and other traffic measures;
- (2) Encouraging the redevelopment of an area consistent with a particular design theme;
- (3) Giving special attention to landscaping, buffering, signage, lighting and building setbacks in those districts identified as needing special attention;
- (4) Giving special attention to the existing architectural style or to the style which is planned, so as to create an easily identifiable area in those areas identified as architecturally or historically significant.

(b) *Adoption.* The city council, upon recommendation from the planning commission, may adopt overlay and special purpose districts as the needs are identified in order to implement specific purposes, intents, and design standards generally consistent with comprehensive plan provisions for the area being regulated, which shall be applied as additional standards to other city regulations. The development criteria for each district shall be those standards as set out in each respective district that is adopted. Such districts shall be made a part of the zoning ordinance through the standard amendment procedures; and upon adoption, the boundaries of such districts shall be delineated on the official zoning map.

#### **(d) VR-O—village residential overlay district.**

(1) *General purpose.* The purpose of the VR-O, village residential overlay district, is to promote greater integration of use and design and more potential for physical and social interaction within the city's newly developing neighborhoods.

The VR-O regulations are intended to carry out the village residential policies of the comprehensive plan, and to encourage the creation of neighborhoods with the following characteristics:

- a. Pedestrian scale;
- b. A mix of uses, i.e., all types of housing and supporting retail and service uses;
- c. Unified planning, design and appearance; and
- d. Inclusion of amenities and pedestrian connections to such amenities (e.g., parks, open space, schools, cultural facilities, etc.).

(2) *Applicability.* The VR-O is an overlay district applied in combination with an underlying base zoning district. The VR-O district may be applied in combination with

the AG, RR, and RS zoning districts. If the regulations of the VR-O conflict with the underlying base zoning district, the regulations of the VR-O shall control. If no special VR-O standards are specified, the regulations of the underlying base zoning district shall control.

(3) *Method of adoption.* The VR-O district shall be established according to the standard procedures for rezoning.

(4) *Effect of VR-O classification.* Land classified in the VR-O district may be developed according to the underlying base district classification or according to the village residential development standards of this section.

(5) *Village residential approval procedure.* A proposed village residential development shall require review and approval according to the planned unit development review procedures.

(6) *Phasing of development.* At the time of preliminary plan approval, the developer may request approval of, and the planning commission may approve, a phasing plan for the development, in which case the following standards shall apply. Each phase shall be related to surrounding areas and available public facilities in such a manner that failure to proceed to subsequent phases will not adversely affect those areas or facilities. Each completed phase shall comply with all applicable standards. The infrastructure as installed shall be sufficient to accommodate each phase of the development.

(7) *Village residential development standards.*

a. *Minimum site area.* The minimum contiguous land area included in a single village residential development shall be 75 acres. For the purpose of this provision, land shall be deemed to be contiguous if all parts are under unified control of the applicant and all parts abut or are separated by only a road, easement or right-of-way.

b. *Uses.*

1. *Residential.* Any type of residential use may be allowed in the VR-O district, subject to required approval procedures, and the following limitations:

(i) *Single-family.* A minimum of 51 percent of the total number of dwelling units within a village residential development shall be single-family.

(ii) *Other residential.* No more than 49 percent of the total number of dwelling units within a village residential development may be other than single-family, e.g., duplex, multifamily, manufactured housing.

2. *Nonresidential.* The following nonresidential uses shall be allowed within the VR-O district, if approved according to the PD approval procedures:

(i) *Uses allowed in RS.*

Any nonresidential use permitted in the RS district shall also be a permitted use in the VR-O district.

(ii) *Bank or financial institution.* Banks and financial institutions are permitted uses in the VR-O district.

(iii) *Convenience store.*

Convenience stores, including those that sell gasoline, are permitted uses in the VR-O district.

(iv) *Day care, limited.* Daycare family homes are permitted in this district.

(v) *Medical service.* Medical services are permitted in the VR-O district.

(vi) *Restaurants.* Restaurants are permitted uses in the VR-O district, provided they do not exceed a 100 person seating capacity.

(vii) *Retail sales/service.*

Retail sales and service uses are permitted in the VR-O district, provided that no individual retail sales or service use may exceed 4,000 square feet of gross floor area.

(8) *Residential property development standards.*

a. *Maximum density.* The maximum single-family residential density within a village residential development shall not exceed 5.5 units per acre.

b. *Minimum lot size.* The minimum lot size for single-family residential uses shall be 6,000 square feet.

c. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development. In general, reduced building setbacks from streets are appropriate in a village residential development.

d. *Maximum height.* Residential uses shall not exceed 35 feet in height, measured from the highest land elevation to the eaves.

e. *Maximum building coverage.* Residential uses shall not exceed 50 percent lot coverage.

f. *Commercial floor area limit.*

No more than 10,000 square feet gross floor area of commercial floor space shall be allowed per 100 dwelling units within a village residential development.

g. *Setbacks.* The setback standards of the underlying base zoning district shall apply unless the planning commission approves an alternative setback plan for the village residential development.

h. *Lot coverage.* The maximum ground coverage of any nonresidential use within a village residential development, which includes building and other site improvements, shall not exceed 70 percent of the lot.

i. *Maximum height.* The maximum height of any nonresidential use in the VR-O district shall be 30 feet, measured from the highest land elevation to the eaves.

(9) *Design guidelines and standards.*

In reviewing plans for a village residential development, and, as a condition of any density bonus and any permitting of commercial uses, the planning commission shall evaluate the proposal in light of the policies and guidelines in the comprehensive plan, and in light of the following standards and guidelines:

a. *Sidewalks.* Sidewalks shall be provided on both sides of all local and collector streets within a village residential development.

b. *Streets.* The planning commission may allow reduced street right-of-way and pavement widths within village residential developments if the planning commission determines that pedestrian amenities or transit improvements will be made to reduce dependency on the automobile.

c. *Open space.* A minimum of 20 percent of the gross area of a village residential development shall be designated and preserved as common open space or private open space. Recreation facilities or structures and accessory uses in common areas shall be considered as open space if the total impervious surfaces such as paving and roofs constitute no more than ten percent of the total open space area. A property owners association shall be responsible for continued maintenance of common open space areas.

d. *Landscaping and buffering.*

Trees, shrubs and other plant materials should be installed within open space areas of a village residential development. Shade trees shall be installed to shade sidewalks and parking lots. Landscape buffers consisting of trees, shrubs, earth berms and other landscape features shall be provided to screen incompatible uses from one another. Low density residential areas should, for example, be screened from high density residential uses and from nonresidential uses.

e. *Outdoor lighting.* A uniform

lighting plan should be established for the village residential development. Lighting should be provided along streets and sidewalks, and in off-street parking areas. Outdoor lighting shall be located and shielded to prevent spillover lighting in residential areas.

f. *Underground utilities.* All service facilities must be placed underground except those that by their nature must be on or above ground, such as streets, fire hydrants and open water-courses. The developer is responsible for making the necessary arrangements with utility companies and other appropriate entities when installing utilities and service facilities.

g. *Housing design.* Pedestrian-oriented design features are strongly encouraged within the VR-O district. To that end, front porches, reduced street setbacks, rear alleys, garage placement to the side or rear of houses, and other design features that emphasize the pedestrian over the automobile are encouraged within village residential developments.

h. *Architectural compatibility.* At the time of plan review, the developer of a village residential development shall be required to present plans for insuring architectural compatibility within the development. In addition to the general design of buildings, such plans shall address uniform signage and landscaping.

i. *Paths and trails.* Bicycle paths and pedestrian trails are strongly encouraged to link residential areas with commercial nodes, schools and other activity areas inside and outside the development. The requirement for sidewalks may be waived by the planning commission if paths or trails are provided.

j. *Parks and recreation areas.* A village residential development should include recreation facilities and amenities, such as swimming pools, playfields and other areas. The planning commission may require the provision of private recreational amenities within a village residential development if the planning commission determines that adequate park and recreation facilities do not exist within a one-mile radius of the village residential development.



## Legislation Details (With Text)

<b>File #:</b>	RES-14:040	<b>Version:</b>	1	<b>Name:</b>	Contract with Turman Construction for Angela Lee Drive project
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/15/2014	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TURMAN CONSTRUCTION, INC. FOR THE 2014 CDBG SEWER - ANGELA LEE DRIVE PROJECT (2014:17)				
<b>Sponsors:</b>	Engineering, Grants				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Specifications 2014 17</a> <a href="#">Bid Tab</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TURMAN CONSTRUCTION, INC. FOR THE 2014 CDBG SEWER - ANGELA LEE DRIVE PROJECT (2014:17)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the 2014 CDBG Sewer - Angela Lee Drive project;

WHEREAS, the low bidder and the firm selected for the 2014 CDBG Sewer - Angela Lee Drive project is Turman Construction, Inc.;

WHEREAS, funding for the execution of the contract, in the amount of the grant, shall come from HUD (Department of Housing and Urban Development) CDBG (Community Development Block Grant) funds and the remaining amount shall be reimbursed by City Water & Light (CWL). 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 for the 2014 CDBG Sewer - Angela Lee Drive project is Turman Construction, Inc.

Section 2. That funding for the execution of the contract, in the amount of the grant, shall come from HUD (Department of Housing and Urban Development) CDBG (Community Development Block Grant) funds and the remaining amount shall be reimbursed by City Water & Light (CWL). Compensation shall be paid in accordance with the contract documents.

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



**Specifications**

**For**

**2014 CDBG Sewer -  
Angela Lee Drive**

**(Bid #2014:17)**

**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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VII. CONTRACT

VIII. PERFORMANCE AND PAYMENT BOND

IX. GENERAL CONDITIONS

X. SUPPLEMENTAL GENERAL CONDITIONS

XI. SPECIAL CONDITIONS

XII. TECHNICAL SPECIFICATIONS

## ADVERTISEMENT FOR BIDS

Sealed bids for the 2014 CDBG Sewer – Angela Lee Drive 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 2, 2014 and then publicly opened and read in Room #101 for furnishing all labor, material, and equipment, and performing all work required to install sanitary sewer main. All Submissions shall be annotated on the outside of the envelope with the bid number 2014:17.

The project consists of the installation of sanitary sewer main along Angela Lee Drive.

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

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

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

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

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

The City of Jonesboro hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.

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 subcontractors seek qualified small, minority, and women owned businesses to partner with them.

This project is funded by Community Development Block Grant (CDBG) from HUD, the Department of Housing and Urban Development, as part of the FY 2013 CDBG Action Plan.

## **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.

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 2014 CDBG Sewer – Angela Lee Drive , Bid Number 2014:17 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 \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_.

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 2014 CDBG Sewer – Angela Lee Drive project.

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 thirty (30) 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.

\_\_\_\_\_  
(Witness)

TURMAN CONSTRUCTION, INC.  
(Name of Bidder)

\_\_\_\_\_  
(Address)

By Sherry Turman  
SHERRY TURMAN, PRES.  
(Print Name and Title)

6555 Hwy 1 SOUTH  
JONESBORO, AR 72404  
(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>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Install 12" SDR-35	LF	1,600	\$ <u>35.<sup>68</sup></u>	\$ <u>57,088.<sup>00</sup></u>
2	Install 20" x 1/2" Steel Casing includes pouring concrete on each side	LF	80	\$ <u>111.80</u>	\$ <u>8,944.<sup>00</sup></u>
3	Install 12" Ductile Iron in Casing	LF	140	\$ <u>59.<sup>20</sup></u>	\$ <u>8,288.<sup>00</sup></u>
4	Install 4' Pre-Cast Manholes	Each	7	\$ <u>1924.<sup>00</sup></u>	\$ <u>13,468.<sup>00</sup></u>
5	Driveway Cuts – Fill with 3/4 Minus Chat & Replace Existing Asphalt	Each	6	\$ <u>1500.<sup>00</sup></u>	\$ <u>9,000.<sup>00</sup></u>
6	Install 4" Subouts	Each	4	\$ <u>200.<sup>00</sup></u>	\$ <u>800.<sup>00</sup></u>
7	Install 12"x4" Wyes	Each	9	\$ <u>226.<sup>80</sup></u>	\$ <u>2,041.<sup>20</sup></u>
8	Install 12" Stub-Out	Each	1	\$ <u>100.<sup>00</sup></u>	\$ <u>100.<sup>00</sup></u>
9	Mark Wyes with Green Perforated Sewer Pipe	Each	9	\$ <u>27.<sup>20</sup></u>	\$ <u>245.<sup>20</sup></u>
10	Place Rip-Rap on Ditch Crossing	Ton	25	\$ <u>64.<sup>08</sup></u>	\$ <u>1,602.<sup>00</sup></u>
11	Clearing and Removing Spoil	LS	1	\$ <u>6500.<sup>00</sup></u>	\$ <u>6,500.<sup>00</sup></u>
12	Testing—Air, Mandrel, & Vacuum	LS	1	\$ <u>2000.<sup>00</sup></u>	\$ <u>2,000.<sup>00</sup></u>
13	Dress-up After Ample Settling	LS	1	\$ <u>2,000.<sup>00</sup><sub>50</sub></u>	\$ <u>2,000.<sup>00</sup><sub>50</sub></u>
14	Trench and Excavation Safety Systems	LS	1	\$ <u>1500.<sup>00</sup></u>	\$ <u>1,500.<sup>00</sup></u>

TOTAL BASE BID

\$ 113,580.<sup>50</sup>

WRITTEN IN WORDS:

One hundred thirteen thousand five hundred eighty dollars and fifty cents

DEDUCTIVE ALTERNATE #1

1a.	Install 8" SDR-35	LF	1,600	\$ <u>29.<sup>22</sup></u>	\$ <u>46,752.<sup>60</sup></u>
1b.	Install 8" Ductile Iron in Casing	LF	140	\$ <u>61.<sup>09</sup></u>	\$ <u>8,552.<sup>60</sup></u>
1c.	Install 8"x4" Wyes	Each	9	\$ <u>109.<sup>38</sup></u>	\$ <u>984.<sup>42</sup></u>

TOTAL BASE BID - DEDUCTIVE ALTERNATE #1

\$ 52,289.<sup>02</sup> X  
52,289.<sup>02</sup>

WRITTEN IN WORDS:

Fifty-two thousand two hundred  
eighty nine dollars and two cents

Note: Contractor shall be responsible for all clean-up and repair of any trench settlement that should occur within the one-year Maintenance period for this project.

Jermain Construction, Inc.

CASHIER'S CHECK



P.O. Box 3020 • Jonesboro, AR 72403

Turman Construction

04/02/14

032140

TO  
THE  
ORDER  
OF

Five Thousand Six Hundred Seventy Nine Dollars AND 03 Cents  
City of Jonesboro

\$5,679.03

TWO SIGNATURES REQUIRED OVER \$5000

*[Signature]*  
*Jammy Payne*

MP

⑆032140⑆ ⑆084107699⑆ 1246755⑆



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY):  
4/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> East Arkansas Insurance Agency Inc. P.O. Box 1553 Jonesboro, AR 72403 247779		<b>CONTACT NAME</b> PHONE (A/C No. Ext) 870-935-5983 FAX (A/C No.) 870-935-2644 E-MAIL ADDRESS eastarins@rittermail.com	
<b>INSURED</b> Turman Construction Co. 6555 Hwy 1 South Jonesboro, AR 724040000		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A Union Standard Insurance Co NAIC# 020 INSURER B First Comp INSURER C INSURER D INSURER E INSURER F	

**COVERAGES**      **CERTIFICATE NUMBER**      **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INGR	SUBR WXP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CNA4352967-13	02/28/14	02/28/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP ACQ \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO ALL OWNED AUTOS    SCHEDULED AUTOS HIRED AUTOS        NON-OWNED AUTOS			CNA4352967-13	02/28/2014	02/28/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB    OCCUR EXCESS LIAB       CLAIMS-MADE DED    RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0034262-07	11/12/13	11/12/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 PL DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104 Additional Remarks Schedule, if more space is required)						

<b>CERTIFICATE HOLDER</b> City of Jonesboro Jonesboro, AR 72401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  AUTHORIZED REPRESENTATIVE 
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## 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. *Thurman Construction, Inc.*
2. Permanent main office address. *6555 Hwy. 1 S., Jonesboro, AR 72404*
3. When organized. *1986*
4. If a corporation, where incorporated. *Arkansas*
5. How many years have been engaged in the contracting business under your present firm or trade name? *1999*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *Mark Morris - Gabriel Crossing*
7. General character of work performed by your company. *Madison Estates - Rainwater Const., Miracle League water for CW+L Sewer/Water main install*
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. *Fairgrounds*
12. List your major equipment available for this Contract. *CW+L waterline to Cash Trackhoe, Bobcat, Excavator, Mini-excavator, Dozer*
13. Experience in construction work similar in importance to this project. *Multiple jobs for CW+L.*
14. Background and experience of the principal members of your organization, including the officers. *Been in business for over 30 years.*
15. Credit available: \$ *3,000,000<sup>00</sup>*
16. Give Bank reference: *Joe Verser, Heritage Bank*

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 10:03 this 2nd  
 day of April, 2014.

Turnman Construction, Inc.  
 (Name of Bidder)

By [Signature]  
 Title President

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn deposes and says that  
 he is \_\_\_\_\_ of \_\_\_\_\_  
 (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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 (Notary Public)

My Commission Expires:  
 \_\_\_\_\_

**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and

between Turman 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 2014 CDBG Sewer – Angela Lee Drive, 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 thirty (30) 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 2014 CDBG Sewer – Angela Lee Drive.

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.

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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 City Water& Light (CWL) as an additional insured on their Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

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

**GC.9 FITTING AND COORDINATION OF THE WORK**

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

**GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS**

If, through acts of neglect or through failure to comply with any applicable Government regulations by the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if



such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Local Public Agency on account of any damage alleged to have been so sustained, the Local Public Agency will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgments or claims against the Local Public Agency shall be allowed, the Contractor shall pay or satisfy such judgments or claim and pay all costs and expenses in connection therewith.

#### **GC.11 PAYMENT TO CONTRACTOR**

Payment will be made to the Contractor once a month. 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.

## **GC.12 USE OF COMPLETED PORTIONS**

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

## **GC.13 CHANGES IN THE WORK**

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

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

After the work is complete, a final change order may be prepared to be accepted by the Owner and Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

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

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

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and

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

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

Each Change Order shall include in its final form:

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

#### **GC.14 CLAIMS FOR EXTRA COST**

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

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour

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

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

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

#### **GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT**

##### Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

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

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

of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

#### Termination for Convenience

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

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

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

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

#### **GC.16 SUSPENSION OF WORK**

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

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

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

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any

extension of time; but an extension may be granted by the Owner at his discretion.

#### **GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES**

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

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

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

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;
- (3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be

detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

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

#### **GC.18      DISPUTES**

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

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

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

#### **GC.19      ASSIGNMENT OR NOVATION**

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



## **GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS**

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

## **GC.21 SHOP DRAWINGS**

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

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

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

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

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general

compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

#### **GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION**

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

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

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

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

## **GC.24 SAMPLES, CERTIFICATES, AND TESTS**

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

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

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) All Construction materials shall be tested in accordance with AHTD Specifications and

at the contractor's expense.

#### **GC.25 PERMITS AND CODES**

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

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

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

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

#### **GC.26 CARE OF WORK**

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

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

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

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if

instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

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

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

#### **GC.27      QUALITY OF WORK AND PROPERTY**

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

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of

contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

#### **GC.28 ACCIDENT PREVENTION**

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

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

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

#### **GC.29 SANITARY FACILITIES**

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

#### **GC.30 USE OF PREMISES**

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or

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

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

### **GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.**

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

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

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

### **GC.33 OBSERVATION OF WORK**

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

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

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

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

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

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

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

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

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

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



#### **GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER**

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

#### **GC.35 PROHIBITED INTERESTS**

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

#### **GC.36 FINAL INSPECTION**

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

#### **GC.37 PATENTS**

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

**GC.38 WARRANTY OF TITLE**

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

**GC.39 GENERAL GUARANTY**

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

## **X. SUPPLEMENTAL GENERAL CONDITIONS**

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SGC.7	DAVIS BACON WAGE RATE

## **SGC.1      PROGRESS SCHEDULE**

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

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

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

## **SGC.2      DRAWINGS**

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

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

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

Intentionally Left Blank

## **SGC.4      RECORD DRAWINGS**

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

made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

#### **SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM**

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

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

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

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

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

The work required by this item will be paid for at the price bid for "Trench and Excavation Safety Systems". After award of the contract, the Contractor shall submit to the Engineer a breakdown of cost for work involved in the price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit 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 comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

It shall be the responsibility of each Bidder to determine the consequences of the applicable wage provisions of the Davis Bacon Act, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of the Act.

The Contractor shall comply with all applicable wage provisions of the Davis Bacon Act including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the United States Department of Labor. Such determination covering rates for regular hours, fringe benefits, and rates for holidays and overtime are listed on the following page.
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined by the United States Department of labor.
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the United States Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the United States Department of Labor are minimums for wage payments under this Contract.

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General Decision Number: AR140175 02/07/2014 AR175

Superseded General Decision Number: AR20130175

State: Arkansas

Construction Type: Heavy  
Heavy Construction

Counties: Craighead and Poinsett Counties in Arkansas.

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

\* ENGI0624-003 01/01/2014

	Rates	Fringes
Operating Engineer:		
Roller (Dirt and Grade Compaction).....	\$ 24.30	11.30

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PAIN0424-007 07/01/2013

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 14.60	6.42

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SUAR2008-172 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 14.55	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.54	0.00
ELECTRICIAN.....	\$ 19.16	4.12
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.90	2.23
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.67	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.74	0.00
OPERATOR: Bulldozer.....	\$ 12.00	0.00
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Loader (Front End)....	\$ 13.42	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00

OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.



### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008  
Expires: 01/31/2015

NAME OF CONTRACTOR			OR SUBCONTRACTOR			ADDRESS						OMB No.: 1235-0008 Expires: 01/31/2015												
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION				PROJECT OR CONTRACT NO.														
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	OR	ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
						HOURS WORKED EACH DAY	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS														
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date \_\_\_\_\_

I, \_\_\_\_\_  
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
 (Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
 (Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
 been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
 from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
 correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
 applicable wage rates contained in any wage determination incorporated into the contract; that the  
 classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
 apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of  
 Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a  
 State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
 the above referenced payroll, payments of fringe benefits as listed in the contract  
 have been or will be made to appropriate programs for the benefit of such  
 employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,  
 as indicated on the payroll, an amount not less than the sum of the applicable  
 basic hourly wage rate plus the amount of the required fringe benefits as listed  
 in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
 SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
 31 OF THE UNITED STATES CODE.

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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

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THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

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**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

**Municipal Building  
Grants and Community Development  
300 S. Church Street  
Jonesboro, AR 72401  
870-336-7170**

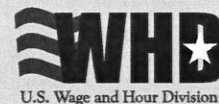
or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

## **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 2014 CDBG Sewer – Angela Lee Drive. 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 install sanitary sewer main.

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

The time allotted for completion of the work shall be thirty (30) 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, 800 South Church, Jonesboro, Arkansas 72401, and obtained upon payment of \$25.00 each. No refunds will be made.

## **SC.6 LIQUIDATED DAMAGES FOR DELAY**

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

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

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

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

<u>Amount of Contract</u>	<u>Liquidated Damages</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 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.

#### **SC.20 BOND**

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

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

#### **SC.21 LIGHT AND POWER**

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

#### **SC.22 LINES AND GRADES**

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

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

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to

control the final surface, in accordance with the plans.

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

### **SC.23      LEGAL HOLIDAYS**

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

### **SC.24      SEQUENCE OF CONSTRUCTION**

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

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

### **SC.25      TEST BORINGS**

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

interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

**SC.26      TEMPORARY FIELD OFFICE**

Not required for this project.

**SC.27      RELEASE AND CONTRACTOR'S AFFIDAVIT**

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

**SC.28      MAINTENANCE BOND**

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

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

**RELEASE**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

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

2014 CDBG Sewer – Angela Lee Drive

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

2014 CDBG Sewer – Angela Lee Drive

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 2014 CDBG Sewer – Angela Lee Drive 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

<b><u>TITLE</u></b>	
SP-1	Installation of Sewer Main
SP-2	City Water and Light (CWL) Specifications Water and Sewer Construction

### SP – 1 - INSTALLATION OF SEWER MAIN

1. City Water & Light (CWL) will serve as Owner's Designated Representative for this work.
2. Contractor shall be responsible for requesting locates of all utilities in the designated work area. Contractor shall mark the work area where work is to be performed. Contractor shall notify Arkansas One Call @ 1-800-482-8998. 48-hour notice is required by Arkansas One Call.
3. Contractor shall be responsible for damages to utilities if proper locates were furnished. If damages occur due to improper locates, the contractor shall work with the utility owner involved to settle any disputes or claims for damages.
4. Contractor shall be responsible for maintaining a good working relationship with any and all property owners where work may affect their property. Contractor shall work to resolve any conflicts. Any conflicts between the Contractor and the property owner that cannot be resolved will be referred to the Owner's Designated Representative.
5. Contractor shall perform all work in a safe manner in accordance with all Arkansas Department of Labor Safety Codes and all Occupational Safety & Health Administration (OSHA) Regulations. Contractor shall be responsible for the safety of the contractor's employees while on the job. Contractor shall be responsible for the safety of the general public as it relates to the work site of the work being performed. This includes safety of the work site.
6. Contractor shall abide by the U.S. Department of Transportations Manual on Uniform Traffic Control Devices (MUTCD) Millennium Edition 2000 (or the most current issue) Part 6 Temporary Traffic Control – Work Zones.
7. Any work affecting city streets, county roads, state highways, private drives, driveways, mailboxes, paper boxes (any structures removed for purposes of work) shall be the contractors responsibility for re-storing, repairing, or replacing to their original state, unless specifications for such are presented to contractor by owner which meets a Federal, State, or City requirement.
8. Contractor shall not assign or sublet any portion of this contract without prior approval from the Owner and Owner's Designated Representative. **If approved, Contractor must provide lien releases from sub-contractors before final billing.**
9. Owner's Designated Representative assigned Inspector shall make inspections of work being performed.
10. Contractor shall use a pipeline laser.

11. Pipe shall be installed in accordance with ASTM Manual for installation of PVC sewer pipe.
12. Pipe shall be bedded and backfilled in compliance with Class B bedding Specification.
13. Contractor shall secure all utility lines to avoid damages due to excavation, and is responsible for repairs if they are damaged.
14. Contractor, when working around power lines, will be responsible for making arrangements with utility company for "tying off" poles, and the safety of contractors employees working in the vicinity of power lines (overhead or underground).
15. Contractor shall be responsible for leaks related to the installation of lines and shall be required to air test as per ASTM C828-80.
16. Air test must be satisfactorily completed before acceptance of pipeline.
17. Manholes shall be vacuum tested as per ASTM C1244.
18. Contractor shall be responsible to backfill by pushing dirt back over pipe for natural settlement to occur after hauching and initial backfill, unless otherwise specified.
19. Excess soil shall be left on site for the Owner's use.
20. Owner's Designated Representative shall furnish manhole stations and grade information at the request of the contractor.
21. Contractor shall record and furnish accurate measurements of distances between fittings on mains, such as wyees and manholes.
22. When trench/excavation equals or exceeds five (5) feet in depth, the contractor shall meet all provisions of the current Occupational Safety and Health Administration (OSHA) Standard for Excavation & Trenches Safety Systems 29 CFR 1926 Subpart P.

SP-2 CITY WATER AND LIGHT (CWL) SPECIFICATIONS WATER AND SEWER CONSTRUCTION

**SPECIFICATIONS**  
**WATER AND SEWER CONSTRUCTION**

**CITY WATER AND LIGHT**

**JONESBORO, ARKANSAS**

**Date of Last Revision: October 12, 2007**

## **SECTION 1 – PLANS, CONTRACTS, & GENERAL INFORMATION**

1-01. Refunding:

When extending a water or sewer main across other property owners, a refunding contract can be requested. The developer's engineer should make available for review a refunding drawing showing the appropriate footage. CWL's Engineering Department will publish the per foot cost each calendar year.

1-02. Profiles:

All profiles must be drawn from an actual ground survey, not from a topographic map. The survey notes should accompany the submittal.

1-03. **Plans must have MAPC approval before final acceptance of system.**



**SECTION 2 – OVERALL SITE WORK**

**2-01. Description:**

- (a) Final clean-up of the site shall include the removal and disposal off-site of all construction debris, temporary plant, and surplus materials.
- (b) This section covers the items that follow:
  - (1) Intermittent clean-up
  - (2) Clearing right-of-way
  - (3) Existing storm drainage pipes
  - (4) Private driveways and gravel roads outside city limits
  - (5) Roadways inside city limits
  - (6) Roadways inside new subdivisions
  - (7) Location of new water and sewer mains

**2-02. Intermittent Clean-up:**

From time to time, all litter and debris shall be removed from the site and disposed of off-site, such that the site presents a neat appearance and the progress of work is not impeded.

**2-03. Clearing Right-of -Way:**

All natural or man-made obstructions shall be removed, including the cutting of existing surfacing, as necessary to permit the new construction. As soon as possible, each manmade obstruction shall be restored to the original condition within reasonable economic limits.

**2-04. Existing Storm Drainage Pipe:**

- (a) Obstructing drainage pipes, shall be removed. If in sound, undamaged condition, they may be cleaned and re-laid. If unsound or damaged, they shall be replaced with pipes in kind.
- (b) When the angle between center lines of a drainage pipe and water main will permit, the water main may be installed by tunneling, provided the drainage pipe is not damaged and the water main is laid properly. As an alternative in the case of corrugated metal pipe, a section may be cut from the drainage pipe, and restoration accomplished with new pipe and coupling bands.

**2-05. Private Driveways and Gravel Roads Outside City Limits:**

Existing gravel roads outside city limits shall be filled with ¾” minus crushed stone and tamped, with all debris removed to be disposed of off site. **This includes all existing private drives.**

Percent By Weight Passing

<u>Size Sleeve</u>	<u>Gravel</u>	<u>Crushed Stone</u>
1-1/2”	100	-----
1”	85-100	100
¾”	60-90	50 – 90
3/8”	40-80	-----
No. 4	30-60	25 – 50
No. 10	20-45	-----
No. 40	10-35	10 – 30
No. 100	3-12	3 – 10

**2-06. Roadways Inside City Limits:**

(a) Excavations to be Restored with Flowable Fill:

All material excavated for the street cut shall be removed and disposed of by the person, firm, or corporation performing said excavation. All excavations shall be restored with flowable fill to within 2" of the surrounding bituminous riding surface.\* The mix design for the flowable fill will be prepared by the Applicant. The mixture will be proportioned to produce a flowable mixture without segregation, material for one cubic yard, absolute volume, and shall be as follows:

Cement	80-100 lbs.
Fly Ash	220-300 lbs.
Sand	Variable to equal 1 cubic yard
Water	Approximately 65 gallons

The minimum flow shall be 8". The unit weight shall be a minimum of 110 lbs/ft<sup>3</sup>.

\* If the surrounding riding surface is concrete, flowable fill shall be placed to within 6" of the riding surface.

The flow test shall consist of filling a 3" diameter x 6" high open-ended cylinder to the top with the flowable material mixture. If necessary, the top of the mixture will be struck off level. The cylinder will then be pulled straight up and the flow will be measured by the approximate diameter of the mixture.

Placing of either bituminous hot mix for asphalt surfaces or concrete for concrete surfaces over the flowable fill may begin after the flowable material has taken its initial set, is stable, and does not displace under equipment. A tack coat of liquid asphalt shall be applied to the cut face of the surrounding asphalt pavement before final hot mix surface is placed. Steel plates shall be used to maintain traffic over cuts before flowable fill is placed if necessary and also during the curing time of the flowable fill. These steel plates shall be provided by the City of Jonesboro Street Department. All pavement restoration shall be made by the City of Jonesboro Street Department.

In the event a cut is to be restored during a time when hot asphalt plant mix is not available, cold plant mix may be used as a temporary surface until a time hot plant mix is available. It shall be the applicants responsibility to maintain the cold mix patch until replaced with hot plant mix. The initial deposit will not be released until hot plant mix is in place and a final inspection has been made.

(b) Limits of Excavations:

The limits of cuts to be restored shall be as follows:

- (1) All longitudinal cuts within 5' of the edge of the paved surface.
- (2) All transverse cuts to a distance of 3' beyond the edge of a paved surface.
- (3) When the excavation is not within a gravel surface or concrete or bituminous surface the flowable fill shall be placed to within 6" of the surrounding ground. The remaining 6" shall be filled with topsoil and seeded. No cuts shall be made within 200' of a signalized intersection until the City of Jonesboro Engineering Department has been notified to locate traffic detection loops
- (4) All asphalt and concrete surfaces must be cut with a saw or air chisel.

**2-07. Roadways Inside New Subdivision:**

In a proposed area, (new subdivisions) all street cuts shall be back-filled with fill sand and tamped.

## CWL Specifications

### 2-08. **Location of New Water or Sewer Mains:**

- (a) Water and sewer lines should be placed on City, County, or State Right of Way or on an easement parallel and adjacent to the Right of Way.
- (b) Water and sewer lines should be placed on opposite sides of the Right of Way. If an exception is required, Water and Sewer lines must have a minimum of 10 feet horizontal separation and a minimum of 18 inches vertical separation.
- (c) Easements should be 20 feet in width. Where other utilities are present, additional width may be required.
- (d) Water and sewer lines shall be a minimum of 10 feet from permanent structures.
- (e) Wyes or manhole stubouts shall be installed at the low elevation of each lot.
- (f) CWL Engineering Dept. must approve any water or sewer lines that will be installed closer than 5' parallel with edge of paved street surface.

### SECTION 3 – EXCAVATION, BACKFILL, AND FILLS

**3-01. Description:**

This section covers excavation and backfill in construction installations and operations as follows:

- (a) The trench excavation for the water and sewer pipe.
- (b) Bedding
- (c) The back-filling of pipe lines and all other installations for which excavations are made.

**3-02. Proximity To Existing Utilities:**

- (a) At many locations, the new lines are very close to existing utilities, and in many instances, pass beneath the existing utility. In all such cases the existing utilities shall be protected from damage.
- (b) Before doing any excavating it shall be requested that the utility companies locate their underground utilities.
- (c) In the event of a damaged utility line during excavation, the particular utility will be contacted immediately so as to expedite the line's repair.

**3-03. Trench Excavation For Water and Sewer Force Main:**

The width of the trench shall be ample to permit the pipe to be laid and jointed properly, and the backfill to be properly replaced. Trenches shall be of such extra width, when required, as will permit the convenient placing of trench boxes for the protection of laborers, the work, and adjoining property. Trench depth will be such as to allow a minimum cover of 42" over water main. The width of the trench shall be a minimum of 24" when installing electric conduit and water mains in the same trench with conduit always on curb side, and minimum separation of 6 inches between conduit and water main.

**3-04. Bedding Materials:**

- (a) All backfill material shall be free from cinder, ashes, refuse, vegetable or organic material, boulders, rock or stones, or other material which is unsuitable.
- (b) When the type of backfill material is not indicated, excavated material may be used, provided that such material consists of loam, clay, sand, gravel, or other materials which are suitable for back-filling.
- (c) All trenches shall be back-filled by hand, from the bottom of the trench to the centerline of the pipe with approved material placed in layers of three (3) inches and compacted by tamping. Back-filling material shall be deposited in the trench for its full width on each side of the pipe, fittings, and appurtenances simultaneously.
- (d) Should rock be encountered, trench will be back-filled with suitable bedding material a minimum of 6" over said rock.
- (e) Bedding material for PVC water mains shall have no angular particles larger than 1" and no rounded particles larger than 1½".

**3-05. Disposition of Excavated Materials:**

To the extent suitable and needed, excavated materials shall be used in the formation of backfill. Materials not used for the formation of backfill shall be disposed of off-site.

## SECTION 4 – WATER PIPE AND FITTINGS

4-01. **Description:**

This section covers the installation of all water pipe and fittings. Water lines will be constructed of Class 350 ductile iron pipe or PVC pipe with ductile iron or cast iron fittings.

4-02. **Materials:**

- (a) Ductile iron pipe shall be thickness Class 350 and shall be lined with cement mortar.
- (b) PVC pipe shall have a Pressure Rating (PR) of 200 (SDR 21) conforming to ASTM D2241 and ASTM D3139 or better for pipe sizes up to 3 inches.
- (c) For 4” through 12” pipe, PVC pipe shall be AWWA C-900 Pressure Pipe DR18 (Pressure Class 150) meeting ANSI/AWWA C-900 standard for pressure pipe or better.
- (d) Fittings shall conform to the specifications of 4-01 above.
- (e) Joints shall be compression-type resilient joints, or flanged. Lubricant for push-on type joints shall be that recommended by the manufacturer of the pipe.

4-03. **Trench Excavation and Backfill:**

Trench excavation and backfill shall be in accordance with the requirements of SECTION 3 – EXCAVATION, BACKFILL, AND FILLS.

4-04. **Equipment:**

All equipment necessary and required for the proper construction of the line shall be in first class working condition.

4-05. **Laying Pipe:**

- (a) All soil and other foreign matter shall be removed from the inside of the pipe and fittings before they are lowered into the trench. They shall be kept clean during and after laying; care shall be taken to keep soil out of the jointing space. At the end of each day’s work, pipe shall be closed with a water tight plug.
- (b) All pipe and fittings shall be lowered carefully into the trench in such manner as to prevent damage to pipe, fittings, or linings. Neither pipe nor fittings shall be dropped or dumped into the trench.
- (c) Cutting of pipe, where needed, shall be done in a neat and workmanlike manner without damage to pipe or pipe lining.
- (d) Unless otherwise directed, pipe shall be laid with bell ends facing in the direction of laying. For lines on an appreciable slope, bells shall, at the engineer’s direction, face upgrade. Wherever necessary to avoid obstruction, or for other allowable reasons, the degree of deflection at any joint shall not be greater than that which will provide adequate gasket space entirely around the spigot end of pipe. The joint opening shall be approximately 1/8 inch. Maximum allowable deflections shall be as limited by the pipe manufacturer’s recommendations.
- (e) Pipe shall not be laid in water, when the trench condition is unsuitable, or the weather is unsuitable for such work.
- (f) All pipe shall be laid at a sufficient depth to maintain 42” minimum cover, measured from the top of the pipe to the existing grade of the surrounding undisturbed soil. The only exception to this requirement will be for channel crossings greater than 5 feet which is detailed in 6-04 CHANNEL CROSSINGS.
- (g) Stranded 16 gauge locator wire shall be installed with markers every 750 feet, unless the water line is in a common trench with an electric line.

4-06. **Installation of Slip-Type Joints:**

- (a) Prior to jointing, the bell and spigot ends of the pipes, and bells of fittings shall be cleaned thoroughly with soapy water and cloth, or by whatever means are necessary to remove all foreign matter and attain the required cleanliness. A wire brush shall be used if necessary. Particular care shall be exercised to clean the gasket seat. The gland also shall be cleaned in like manner.

CWL Specifications

- (b) Joints shall be made in strict accord with the recommendations of the pipe manufacturer. The rubber gasket shall be cleaned with soapy water and/or cloth and inserted in the gasket seat within the bell. The spigot end of the pipe shall be inserted into the bell of the pipe to which connection is being made, and forced to a firm contact with the shoulder of the bell. When this initial insertion is made, the alignment of the added pipe shall deviate from true alignment not more than the amount recommended by the manufacturer.
- (c) Following the initial insertion, the bell end of the added pipe shall be moved sideways or up a distance of approximately 8 inches to move the spigot end slightly away from the shoulder of the connecting bell, thus providing for expansion and flexibility in the completed line. The added pipe shall be placed in true alignment at intended grade.
- (d) Radius of Curvature: bending of pipe around curves or in coves shall not exceed that of the recommendations of the pipe manufacturer or refer to the PVC pipe handbook.

4-07. **Installation of Mechanical Joints:**

- (a) The spigot end of pipe and the bell of fittings, and the rubber gasket, shall be cleaned thoroughly as specified for pipe joints in paragraph 4-06 (a) above. The gland also shall be cleaned in like manner.
- (b) After the gland and gasket are placed on the spigot end of the pipe a sufficient distance from the end to avoid fouling the bell, the spigot end shall be inserted in the bell to firm contact with the bell shoulder. The rubber gasket then shall be advanced into the bell and seated in the gasket seat. Care should be exercised to center the spigot end within the bell.
- (c) The gland shall be brought into contact with the gasket, all bolts entered, and all nuts hand tightened. Continued care shall be exercised to keep spigot centered in bell. The joint shall be made tight by turning the nuts with a wrench; first partially tightening a nut, then partially tightening the nut 180 degrees there from, and working thus around the pipe, with uniformly applied tension until the required torque is applied to all nuts. Required torque ranges and indicated wrench lengths for standard bolts are as follows:

<u>Diameter</u>	<u>Range of Torque</u>	<u>Length of Wrench</u>
(inches)	(foot – pounds)	(inches)
5/8"	40 – 60	8
3/4"	60 – 90	10
1"	70 – 100	12
1-1/4"	90 – 120	14

4-08. **Leakage Tests:**

- (a) Leakage tests shall be made on all contractor laid water lines.
- (b) Leakage tests shall be made prior to sterilization operations.
- (c) The test period shall be two (2) hours. Test pressure shall be 1.5 times the calculated working pressure of the main, but not less than 100 psi.
- (d) The line will not be accepted unless or until the total is less than that specified in AWWA C-600-93 for ductile iron and AWWA C-605-94 for PVC pipe.

Allowable leakage (L) shall be according to the following equation:

$$L = \{ [ND(P)^{1/2}] \div 7400 \}$$

- where N = number of joints
- D = diameter of pipe in inches
- P = test pressure in psi
- L = allowable leakage in gallons per hour (gph)**

**4-09. Sterilization:**

- (a) All water lines shall be sterilized in accordance with AWWA C-651-94. Any new construction or repaired water main must be thoroughly cleaned (flushed), disinfected, and tested for bacteriological quality before it can be placed in service.
- (b) The manner in which the lines are sterilized shall be one that is approved for potable water systems by the Arkansas Department of Health.
- (c) Following a contact period of not less than 24 hours, the chlorinated water shall be flushed from the system, and the system filled with water of normal chlorine content. Samples of water then shall be taken on two consecutive days from the lines and delivered to the CWL – LABORATORY for bacterial analysis. This process shall be continued until the samples show the water is safe for domestic requirements. .
- (d) All valves in sections of lines being sterilized shall be opened and closed at least twice during the sterilization period.
- (e) Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. No flushing device shall be directly connected to any sewer.

<b>Pipe Diameter</b>	<b>Flow Required to Produce 2.5 FPS Velocity (approx)</b>
<b>Inches</b>	<b>GPM</b>
<b>4</b>	<b>100</b>
<b>6</b>	<b>200</b>
<b>8</b>	<b>400</b>
<b>10</b>	<b>600</b>
<b>12</b>	<b>900</b>
<b>16</b>	<b>1600</b>

#### 4-10 Flushing Guidelines

- a. The contractor will be responsible for flushing the new water mains they install. The contractor will flush the mains under the supervision of the CWL inspector. (Flushing on special jobs will require advanced planning and coordination with customers and may require work after normal working hours to meet the needs of the water demand.)
- b. A flushing plan should be in the bid package that is given to contractors invited to bid on CWL water jobs. If the water extension is designed by a consulting engineer, a flushing plan will be required prior to review.
- c. The CWL Inspector will witness the flushing and transport bacteriological samples to the CWL lab for analysis. There will be no cost to the contractor from the CWL lab. If the contractor chooses, he can split the samples and independently analyze the water quality at another lab. The CWL lab results will control acceptance.
- d. Once the CWL lab certifies the water as safe, all valves except for normally closed valves, will be placed in the open position. The CWL Inspector will verify that all valves are in the proper position. (Generally valves will be closed after flushing and open after bacteriological tests have passed.)
- e. The CWL Inspector will send a flushing ticket to the Water Department if the line has set for a one month or longer before final acceptance.
- f. The CWL Inspector will fill out a Valve Operation Record after final acceptance and route to General Operations Associate for official transfer from Engineering to the Water Department.
- g. Each Fire Hydrant shall be flushed.

#### 4-11 Repairs

- a. Repairs shall be made in accordance with AWWA.
- b. If valve is closed by the contractor without CWL's knowledge, the new section must be tested for water quality and flushed.
- c. The CWL Inspector will witness all repairs.

### SECTION 5 – VALVES

#### **5-01. Description:**

This section covers:

- (a) Gate valves
- (b) Check valves
- (c) Butterfly valves
- (d) Tapping connections
- (e) Extensions to existing mains

#### **5-02. Gate Valves:**

- (a) Gate valves shall be set properly and joined to the pipe as specified for the making of joints in SECTION 4 – WATER PIPE AND FITTINGS.
- (b) Gate valves shall conform to American Water Works Association Standard Specifications for iron body, bronze mounted, non-rising stem gate valves. Valves shall be open left, double-disc, parallel seat type, for working water pressure of 200 psi.

#### **5-03. Check Valves:**

Well discharge check valves shall be iron body, bronze mounted, horizontal swing check valves with outside weight and lever and designed for 175 psi working pressure. Check valves shall conform to AWWA C-508.



5-04. **Butterfly Valves:**

- (a) Butterfly valves shall be installed in accordance with the requirements of subparagraph 5-02 above.
- (b) Buried butterfly valves shall be equal to Pratt “Groundhog” valves as manufactured by Henry Pratt Company, 401 S. Highland, Aurora, IL 60507.
- (c) All butterfly valves shall be rubber-seated, tight-closing type with the seat bonded and mechanically secured to the body in such manner as to serve as a flange gasket. Body and disc shall be heavy duty cast iron or cast steel, with straight-through shaft of stainless steel.
- (d) Butterfly valves shall meet the requirements of AWWA Standard C-504 for Rubber-Slated Butterfly Valves, current issue.

5-05. **Tapping Connections:**

- (a) Extensions of existing mains is covered in the paragraph that follows. This paragraph covers connections where taps are made.
- (b) Tapping connections shall consist of tapping sleeves and companion tapping valves. They shall be designed for working water pressure of 200 psi.
  - (1) Sleeves shall have mechanical joint ends encircling the main and the outlet openings shall be flanged for attachment of the inlet sides of the tapping valves.
  - (2) Tapping sleeves that are used on transite water mains must be full circle and stainless steel.
  - (3) Valves shall conform to the applicable specifications for gate valves set out in paragraph 5-02 above. The inlet openings shall be flanged and the outlet openings shall have mechanical joint ends.
- (c) Installation of Tapping Connections:
  - (1) Sleeves shall be fastened securely to the pipe to be tapped. Cleaning of pipe and sleeves, and attachment of sleeves, shall be in accordance with applicable stipulations of SECTION 4 – WATER PIPE AND FITTINGS. The sleeve shall be so positioned that the valve stem of the tapping valve will be plumb.
  - (2) Tapping valves shall be bolted securely to the flanges of the sleeves, and the tapping machine connected to the mechanical joint end. Cleaning of flanges, mechanical joints, and gaskets, and the connecting of sleeves, valves, and machine, shall be in accordance with applicable stipulations of SECTION 4 – WATER PIPE AND FITTINGS.
  - (3) All taps will be performed by CWL – for CWL or for developers for a said fee. These tapping valves shall be operated under the direction of a CWL representative only.
- (d) Installation of Tees:
  - (1) Tees installed for branch lines shall have a valve installed for each line.
  - (2) All valves shall be secured to tee with an anchor coupling.

5-06. **Extensions of Existing Mains:**

- (a) Where the existing main ends in a plugged pipe or with a washout, the extension will begin with the installation of a mechanical joint valve. In some circumstances, the extension (at CWL’s discretion) shall begin with a tapping valve so that the existing area is not valved off. Extensions shall be in accordance with applicable provisions of SECTION 4. Where new extensions end, and future extension is likely, it shall end with a wash-out or fire hydrant with proper size gate valve with concrete backing a minimum of 12’ before end of new line.
- (b) Washouts – where an extension of a new main ends with a wash-out and main size is an 8” diameter pipe, the wash-out installed shall be that of a 3” diameter pipe. An in line valve shall be installed in accordance with SECTION 5-06-a.
- (c) An extension of a new main size that is a 10” diameter pipe of greater shall end with a fire hydrant.

**SECTION 6 – HIGHWAY, RAILROAD, AND CHANNEL CROSSINGS**

6-01. **Crossing Requirements:**

- (a) Water pipe passing beneath highways and railroads shall be threaded through steel encasement pipe after the appropriate permits have been obtained.
- (b) For highway crossings, solid encasement pipe shall be used within the limits set by the Arkansas State Highway Department. Such limits presently are to be from Right-of-Way to Right-of-Way.
- (c) For railroad crossings, the limits of solid pipe shall be determined by the involved railroad company. Such limits are presently from Right-of-Way to Right-of-Way.
- (d) Excavation for the steel encasement pipe shall be by the dry bore method.

6-02. **Encasement Pipe:**

- (a) Solid encasement pipe shall be fabricated from plate conforming to current ASTM Designation A 36. Dimensions shall conform to the following, except when the State Highway Department or Railroad companies require a thicker wall.

<u>Nominal Carrier Diameter</u>	<u>Outside Diameter Encasement</u>	<u>Wall Thickness Thickness</u>
24"	36"	1/4"
20"	30"	1/4"
16"	24"	1/4"
12"	20"	1/4"
8"	16"	1/4"
6"	12"	1/4"
4"	12"	1/4"

6-03. **Installing Pipe In Encasement:**

Pipe for installation in encasement shall be ductile iron fastite or mechanical joint type. The pipe shall be threaded through the encasement in such manner that the joints will be in compression and none shall be under tension.

6-04. **Channel Crossings:**

- (a) Water pipe crossing ditches, streams, or canals will be installed as nearly perpendicular to the flowline of the channel as possible. Channels wider than 5 feet will be crossed by one of the following methods:
  - (1) Boring and installing a 12" steel casing under the channel;
  - (2) Dewatering the channel, excavating a trench, and installing 12" steel casing in the open trench;
  - (3) Dewatering and installing the water pipe directly in an open trench 3 pipe diameters wide and at least 36" below the flowline of the channel and encasing the pipe in concrete continuously across the channel to a distance of 5 feet outside the channel on each side.
- (b) In all 3 options in 6-04 (a), the carrier pipe will be ductile iron to a distance of 10 feet outside the ditch bank.
- (c) Options (1) and (2) in 6-04 (a) will require reinforced concrete collars to anchor both ends of the casing outside the ditch bank.
- (d) Ditches less than 5 feet wide will be dewatered and crossed as nearly perpendicular as possible by installing the water line below the flowline at least 42 inches.
- (e) Channels exceeding 40' in width shall have proper size gate valve installed on each side.

## SECTION 7 – FIRE HYDRANTS

7-01. **Description: (revised 10-9-2006)**

Fire hydrants shall be Mueller Company type only – three spud hydrant #A-423, 5-1/4” main valve opening, 3 way, 2 – 2 1/2” hose nozzles, 1 – 4 1/2” pumper nozzle, 4’0” bury, 6” M.J. shoe, pentagon nut, open left, NST.

7-02. **Installation of Fire Hydrant:**

- (a) The hydrant shall be cleaned thoroughly before being set; all dirt and foreign matter shall be removed from barrel and bottom section, and the waste outlet freed of any obstruction. After cleaning, the main valve shall be checked for freedom of movement and proper seating, and the valve left in the closed position.
- (b) The hydrant shall stand plumb with nozzles at proper elevations above finished ground surface. Unless otherwise directed, the face of the pumper nozzle shall be parallel to the street.
- (c) The shoe or bottom of the hydrant shall be supported firmly upon a pre-cast flat concrete block. The back of hydrant and back of tee shall have poured concrete backing
- (d) Hydrant lead must be a minimum of six inches in diameter. A 6” valve shall be installed on all hydrant leads, 18” anchor couplings shall be used between tee and valve and between valve and hydrant. Hydrant shall be back-filled up to and minimum 6” above weep holes with clean #67 rock and rock covered with 8 mm plastic before back-filling to prevent dirt infiltration.
- (e) Hydrants and fittings installed inside Jonesboro City Limits will be provided by CWL.
- (f) Hydrants installed outside Jonesboro City Limits will be the responsibility of the Developer. These must meet the specifications of CWL. After a period of one year CWL will number, maintain, and repair the fire hydrants.

## SECTION 8 – SEWER MAINS AND PIPING

8-01. **PVC Pipe:**

Where PVC pipe is specified, it shall comply with requirements of ASTM D-3034 SDR 35 type psm poly vinyl chloride (pvc) sewer pipe and fittings or better.

8-02. **Vitrified Clay Sewer Pipe:**

All clay sewer pipe and fittings for sanitary sewers shall be of the best quality of hard-burned vitrified glazed clay bell and spigot sewer pipe meeting the requirements of ASTM Designation C 13-57T.

8-03. **Jointing Vitrified Clay Pipe:**

(a) The vitrified glazed clay pipe shall have factory applied joints or coupling on the spigot and bell ends of the pipe meeting ASTM Designation C 425, latest revision, and compounded of a high quality polyurethane elastomer applied to the pipe and properly manufactured to a desired hardness and compressibility to form a tight compression joint. The resilient polyurethane should have the following characteristics:

- (1) A minimum tear strength of 50 psi.
- (2) Percent elongation of not less than 80% and shall return to original volume and shape upon release of elongation force.
- (3) A compression set value of less than 5%.
- (4) A minimum resistance to deflection of 165 psi at 10% deflection.
- (5) A minimum (shore “A” durometer) hardness of 70 from a temperature range of 20°F - 100°F.

The factory applied joint shall be the Dickey coupling, as manufactured by the W.S. Dickey Manufacturing Company, or an approved equal.

(b) In jointing vitrified glazed pipe, the surface shall be wiped free of dust, dirt, gravel, or other foreign matter prior to the application of the lubricant. The vitrified glazed clay pipe with the factory applied coupling shall be connected by first brushing upon the mating surfaces the prior lubricant as recommended by the pipe supplier. The spigot end shall then be centered in grade into the bell end of the last downstream clay pipe length and shoved “home” and properly seated with the application of a moderate force by a pry or lever device.

8-04. **Ductile Iron Pipe:**

Where ductile iron pipe is specified, it shall be as described in Paragraph 4-02.

8-05. **Construction In General:**

Construction of sanitary sewers shall begin at the low point of the line and continue in orderly succession throughout the work as directed by the engineer. Any deviation from this procedure shall be made only with the specific approval of the engineer. Construction shall begin only after the right of way has been cleared, the entire section staked, and the elevations carefully checked.

8-06. **Construction By General Contractors:**

Construction of sanitary sewers shall begin at the low point of the line and continue in orderly succession throughout the work as directed by the developer’s engineer and approved by CWL’s engineer. Any deviation from this procedure shall be made only with the specific approval of both the developer and CWL engineers.

Construction shall begin only after approved plans from the Arkansas Department of Health are submitted to CWL, and all necessary fees are paid in full. Construction by contractors shall then begin only after the right of way has been cleared, the entire section staked, and the elevations carefully checked.

## CWL Specifications

Developer, along with a representative of the Contractor if different, shall meet with a representative of CWL on the first day planned for construction, to review any common issues. During construction, work shall be inspected by the Developer's consulting engineer for necessary safety practices, proper materials, and workmanship. CWL will provide inspections during construction, and other random inspections to insure that the plans approved by the Arkansas Department of Health and CWL are followed concerning workmanship and materials. No portion of the project shall be backfilled without CWL approval.

### 8-07. **Excavation:**

The bottom of the trench shall be excavated to a true line and grade according to the grades and lines furnished by the Engineer. For pipe sewers, the bottom of the trench under each bell shall be excavated sufficiently to allow the pipe to rest throughout its length. Bell hole excavation shall also be sufficient to allow proper placing of the joint compound. Should rock be encountered at excavation, contractor will backfill with suitable bedding material a minimum of 4" over said rock.

### 8-08. **Laying Sewer Pipes:**

- (a) Sewer pipe shall be laid on a firm bed and in a perfect conformity with lines and levels given.
- (b) All PVC sewer pipe shall be laid on no less than 4" of ¾ minus chat laid with even bearing on the bottom of the trench which shall be sloped with the earth and prepared to conform to the form of the pipe by back-filling with ¾ minus chat up to the "spring-line" of the pipe.
- (c) All other pipe shall be laid with even bearing on the bottom of the trench, which shall be sloped with earth and prepared to conform to the form of the pipe. Sufficient dimensions shall be cut in the bottom of the trench to achieve perfect clearance to the bell of the pipe, but not larger than is necessary to make a proper joint.
- (d) All water entering the excavations or other parts of the work shall be removed until all the work has been completed. No sanitary sewer shall be used for the disposal of trench water, unless specifically approved by the engineer, and then only if the trench water does not ultimately arrive at existing pumping or wastewater treatment facilities.
- (e) The inside shoulder of the bell and spigot ends must in all cases meet; the bell end in all cases shall be laid toward the high end of the sewer.
- (f) The grade of the pipe shall be obtained by the use of a pipe laser. The laser shall be placed in the pipe and a target utilized for grading and placement of pipe.
- (g) At the end of each day's work, and when pipe laying is discontinued for any reason, open ends of pipe shall be closed with a cast plug or cap firmly secured.
- (h) Final backfill shall be of suitable material removed from excavation except where other material is specified. Debris, frozen material, large clods or stones, organic matter or other unstable materials shall not be used for final backfill within 2 feet of the top of the pipe.
- (i) Final backfill shall be placed in such a manner as not to disturb the alignment of the pipe.

### 8-09. **Manholes:**

Poured in place or pre-cast concrete manholes will be used.

- (a) In general, pre-cast concrete manholes shall be manufactured in compliance with ASTM Designation 1964 C 478. The concrete used shall have a compressive strength of 4000 psi; maximum absorption determined by boiling test shall be 8%. Aggregate shall be crushed limestone. Commercial fiber reinforcement shall be 1½ lbs per cubic yard of concrete.  
The internal diameter of the manhole section shall be 48 inches and the wall thickness of 5 inches. The cone sections shall have internal diameters of 48 inches at the base and 24 inches at the top and a vertical length of 36 inches with no steps. Other manhole sections shall be made in length of 16, 32, 48, and 64 inches.
- (b) All casting for manhole heads, covers, and other purposes must be made of heavy duty gray iron. Manhole cover should be 250 lbs and 24" diameter Western type or equivalent. Must be free from cracks, holes, swells, and cold sheets and have a workmanlike finish.
- (c) Manhole bottoms and inverts shall be made of Class "A" concrete.

CWL Specifications

- (d) Drop manholes shall be constructed at all manholes where the difference in invert elevation between incoming and outgoing sewer is 2.0 feet or more. Drop manholes shall be constructed of the same materials and dimensions as are standard manholes, the only difference being the inlet configuration as shown on the standard details sheet.
- (e) Manholes shall be vacuum tested in accordance with ASTM C 1244-93.
- (f) The specifications shall include a requirement for inspection and testing for water tightness or damage prior to placing into service, e.g. manhole bottoms and walls must be free of leakage prior to vacuum test. Also where existing manholes in service are to be broken into prior to a sewer main extension, the existing manholes must be re-vacuum tested.
- (g) The flow channel should be made to conform to the connecting sewers. The angle between connecting sewers shall be a minimum of 90°.
- (h) Straight-line manholes should drop one-tenth of a foot from inlet invert to outlet invert. Manholes that change alignment greater than 45 degrees should drop one-quarter of a foot from inlet invert to outlet invert.

8-10. **Infiltration:**

- (a) An air pressure test shall be performed on all contractor laid sewer pipe per ASTM C 828-80.
- (b) After job completion and ditch settlement, infiltration or pipe leakage, shall not exceed 100 gallons per day per mile of pipe per inch of pipe diameter.

8-11. **Deflection:**

All flexible laid sewer pipe shall be tested with a mandrel. Deflection shall not exceed 5%. The test shall be performed without mechanical pulling devices. The test shall be conducted after the final backfill has been in place for at least 30 days.

8-12. **Plugging Manholes (when tying into existing manholes):**

The downstream side of the first manhole within a sewer extension, must be mechanically plugged to prevent infiltration into CWL's sewer system. The plug must be supplied by the developer or contractor. This separation from CWL's sewer system must be maintained by the developer/contractor until final acceptance by CWL.

**Slope**

All sewers shall be designed and constructed to give velocities of not less than 2.0 feet per second based on Manning's formula using an "n" value of 0.013.

<b>Slope</b>	<b>Min. Slope in Feet per 100 Feet</b>
8 inch	0.40
10 inch	0.28
12 inch	0.22
15 inch	0.15
18 inch	0.12
21 inch	0.10
24 inch	0.08
30 inch	0.058
42 inch	0.037

## SECTION 9 – LIFT STATIONS

### **9-01. Lift Station Structure (Same as manhole):**

Poured in-place or pre-cast concrete; Lift Station will be used.

In general, pre-cast concrete Lift Station shall be manufactured in compliance with ASTM Designation 1964 C 478. The concrete used shall have a compressive strength of 4000 psi; maximum absorption determined by boiling test shall be 8%. Aggregate shall be crushed limestone. Steel reinforcement shall consist of a single line of circumferential reinforcement, placed in the center of the concrete pipe wall, with a minimum sectional area of .17 square inches per foot of pipe length. Fiber reinforcement shall be 1½ lbs. per cubic yard of concrete.

The inside diameter of the manhole section shall be 72” and the wall thickness of 5 inches. Soil tests shall be taken to design footing width.

### **9-02. Check Valve Installation:**

Check valves and gate valves shall be installed in a 5’ diameter vault with concrete floor. Vault bottoms and walls shall be free of all leakage. Vault shall have 36” x 36” or larger aluminum, single leaf, locking access door. Each pump shall have it’s own set of check valves and gate valves with the gate valve on the down stream side of the check valve. Check valves and gate valves shall have adequate weight support at each location. All gate valves and check shall be easy operable and accessible for maintenance and replacement. Provisions shall be made to remove or drain accumulated water from the valve chamber. The valve chamber may be dewatered to the wet well through a drain line with a gas and water tight valve.

### **9-03. Lift Station Valves:**

- (a) *Check Valves* shall be flange type, cast iron or bronze body, fully ported, resilient seated, with a outside weight and lever. Designed for 175 psi working pressure. Check valves shall conform to A.W.W.A. C 508-82.
- (b) *Gate Valves* shall be flange type, cast iron or bronze body, fully ported, open left, resilient seated, with wheel type operation. Designed for 175 psi working pressure. Gate valves shall conform to A.W.W.A. C 500-80.

### **9-04. Pump and Piping:**

- (a) Pump and piping installation shall be completed before any sewage is admitted into basin and should be clean.
- (b) Installation of piping shall be inspected by CWL during the construction of all Ductile Iron piping. Pipe shall be class 150 Ductile Iron with cast-on type flange end x plain end.
- (c) Flange gasket shall be heavy duty red rubber 1/8” thick.
- (d) Hardware – bolts, nuts, flat washers and lock washers shall be 302 stainless steel.
- (e) Antiseize compound shall be used on threads.

### **9-05. Lift Station Pump Removal System Equipment**

- (a) Stainless steel lift chain.
- (b) Top Rail Support.
- (c) Slide Rail Assembly 1½ “ or larger Hydromatic Stainless Steel.
- (d) 30” x 48” or larger single door aluminum access cover.

### **9-06. Pump Removal**

- (a) Submersible pumps shall be readily removable and replaceable without dewatering the wet well or disconnecting any piping in the wet well.
- (b) Provisions shall be made to facilitate removing pump, motors and mechanical and electrical equipment.

## CWL Specifications

- 9-07. **Control Panel** shall not be mounted directly on top of wet well basin. The power and control wires shall be taken into an air-tight junction box.
- 9-08. **Pump Power Cables** ends shall never come in contact with water. If the cables are extended, do not immerse the splice in water. Install the cable so that it will not over heat. Overheating is caused by coiling the cable and exposing it to direct sunlight. Use short circuit breakers to prevent danger of electrical shock.
- 9-09. **Seal Failure** – All motors shall have seal failure probe installed near the bottom so that any leakage will be detected. A red warning light at the control panel comes on if water enters seal chamber. This is an indicator only and does not stop motor, but warns that seal should be replaced.
- 9-10. **Heat Sensor** – All motors shall have a heat sensing thermostat installed in top of winding in the motor. Any motor winding temperature above 248°F will open thermostat and stop motor. Thermostat will automatically reset as soon as it has cooled.
- 9-11. **Level Controls** shall be held by support bracket and cords are adjusted for proper depth. A sealed mercury switch at the bottom with adjustable lead weights.
- (a) Lower turn-off control shall be set so that pump stops when water level is about to top of motor.
  - (b) Upper turn-on control is set to start pump when level is at height specified above pump.
  - (c) Over-ride control is set a height specified above upper turn-on control.
  - (d) Alarm control is set at 6” to 12” above override control.
  - (e) No control should be set above lowest inlet invert.
- 9-12. **PUMP, MOTOR, & CONTROL ITEMS:**
- (a) Weather-proof control panel with locking hasp.
  - (b) Duplex junction box.
  - (c) 5 level control support bracket with lead weights.
  - (d) Level control cord.
  - (e) Remote alarm panel, NEMA 3R enclosure light.
  - (f) Alarm light red globe solid state.
  - (g) Alarm buzzer.
  - (h) Convenience outlet receptacle.
  - (i) Elapsed time meter.
  - (j) Auxiliary contacts.
  - (k) Motor heat sensor.
  - (l) Lightning arrestor.
  - (m) Moisture sensor.
  - (n) Sealed mercury switch.
- 9-13. **Backflow Preventer** – There shall be no physical connection between the potable water system and the wet well. If potable water is injected into wet well it shall have an approved air gap and must be at least twice the diameter of the water supply outlet, but never less than 1”.
- 9-14. **Accessibility** to lift station and equipment shall be provided for maintenance vehicles during all weather conditions and must be approved by CWL.



## SECTION 10 – FORCE MAIN LINES

- 10-01. **Pipe and Design Pressure:**  
Pipe shall be PVC with a Pressure Rating (PR) of 200 (SDR 21) or better conforming to ASTM D2241 and ASTM 3139.  
Fittings shall be cast iron and equal to water main strength materials suitable for design conditions. Thrust blocking and fittings should be designed to withstand water hammer pressures associated with the cycling of the lift station pumps.
- 10-02. **Installation of Force Mains:**  
Installation of force mains shall be in accordance with requirement of Sections 3 through 6 of the CWL Specifications for water and sewer construction.
- 10-03. **Velocity and Diameter of Force Main:**  
The design for pumping rates should be at a cleansing velocity of at least two feet per second. The minimum force main diameter for raw wastewater shall be four inches, unless approved by CWL and Arkansas Department of Health.
- 10-04. **Air and Vacuum Relief Valves:**  
Air and Vacuum Relief Valves shall be placed in 46” diameter manhole and be placed at the high point of the force main to relieve any air when the pumps come on and relieve any vacuum when the pumps go off.
- 10-05. **Force Main Termination:**  
Force Main Termination shall enter the gravity manhole near the bottom (a maximum of 1 foot from the invert). Also, the manhole must be a minimum of 8 feet in depth.

## **SECTION 11 – CONTRACTOR/DEVELOPER AGREEMENTS**

### **11-01. Water Extensions:**

1. Plans for the proposed work must be prepared by a professional engineer registered in the State of Arkansas and submitted to CWL. Developer will use CWL's specifications on file at the Arkansas Department of Health, unless mutually agreed by the parties.

2. Upon approval by CWL, Developer's consulting engineer will submit plans, if necessary, to the Arkansas Department of Health for State approval. An inspection fee will be paid to CWL at a rate of \$0.25/ft of line. Subdivision plans must have final approval by MAPC and be filed at the Circuit Court Clerk's office prior to final approval of the system. Any construction occurring prior to such final approval by MAPC shall be at the risk of the Developer.

3. Unless the installation is to be performed on existing public right-of-way, Developer shall furnish easements in favor of CWL and to its specifications across private property. Unless the easement is provided on property included in the original subdivision plat, Developer shall furnish a certificate of title showing ownership of the property covered by the easement.

4. Upon approval by Arkansas Department of Health and acquisition of all easements, construction may begin. Construction must be performed by a qualified contractor knowledgeable in all federal, state and local rules and regulations governing this type of work. Developer must show proof of adequate insurance coverage. (Arkansas Worker's Compensation, \$1,000,000.00 minimum general liability, and \$1,000,000.00 minimum auto liability.) Such insurance may be furnished to CWL by either the Developer or by the Contractor. Contractor must have a State Contractors License, which shall cover Municipal and Utility Construction or a classification specialty covering underground piping, cable, trenching, and boring. .

5. Developer, along with a representative of the Contractor if different, shall meet with a representative of CWL on the first day planned for construction, to review any common issues. During construction, work shall be inspected by the Developer's consulting engineer for necessary safety practices, proper materials, and workmanship. CWL will provide inspections during construction, and other random inspections to insure that the plans approved by the Arkansas Department of Health and CWL are followed concerning workmanship and materials. No portion of the project shall be backfilled without CWL approval.

6. If unsafe practices are discovered by CWL during our inspections of workmanship and materials, CWL will notify the OSHA. This in no way obligates CWL for the responsibility of the Contractor's safety practices.

7. Contractor must pressure test lines to 1.5 times the anticipated working pressure of the water line as calculated by CWL. Contractor shall perform Sterilization per CWL Specifications section 4-09. Contractor shall follow flushing guidelines as per CWL Specifications Section 4-10. Costs for above normal flushing will be the responsibility of the Developer/Contractor.

8. Upon completion of project, the Developer's consulting engineer will certify by letter that all work was accomplished in accordance with all approved plans and specifications and provide CWL with a set of record drawings, which shall include plans but not specifications. The consulting engineer will also certify that all easements have been obtained, that all water is laid on the easements or right-of-way.

9. Developer shall arrange a post construction meeting including the Engineer, and a representative of the Contractor, to meet with a representative of CWL prior to final approval by CWL.

10. The Developer will furnish CWL with a written warranty for one (1) year from acceptance date. This warranty will cover any defects in workmanship and/or materials, maintenance of lines, fill and/or other surface improvements, and grade adjustments of improvements located on or near the construction area. Emergency repairs will be performed by CWL and costs billed to the Developer.

11. The Developer will certify by letter that no liens exist on the work performed. A list of all contractors, subcontractors and material suppliers that worked or supplied materials on the job and a lien release from each will be submitted to CWL with this letter.

12. Newly constructed lines will not become a part of CWL's existing system until final approval has been given by CWL Engineering Department by letter. On the date of the acceptance letter, CWL will assume ownership and warranty will begin.

13. Contractor must bury locate wire in trench per CWL requirements.

## CWL Specifications

14. Installation of domestic water meter taps are required to be made during the installation of the new water mains.

15. Electric Underground Installation (Where applicable):

(a) In order to simplify the contribution that Developers make for underground electric when they also install water lines, CWL will require that Developers install the underground electric conduit. This will be in lieu of paying the standard underground electrical charges.

(b) A mouse and string must be blown in after all applicable work is completed.

Replacement or repair of conduit that is unusable for any reason will be the responsibility of the Developer. The Developer will provide all material, labor and equipment. CWL will provide the appropriate engineering drawings.

16. Contractor shall indemnify and hold harmless CWL, its' officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, including but not limited to personal injury to or death of any person or for damage to any personal or real property arising out of or in connection with the work performed or products or equipment provided by the Contractor.

17. On all water projects that have not been accepted by CWL within 360 days after hydrostatic tests and bacterial tests, all tests will be required to be repeated and re-certified.

18. It is the intent of this agreement that the basic responsibility for performance with the requirements hereof shall be the responsibility of the Developer, who shall be fully responsible for all activities of the Contractor and shall directly respond to CWL regarding all such Contractor activities.

### **11-02. Sewer Extensions**

1. Plans for the proposed work must be prepared by a registered professional engineer registered in the State of Arkansas, and submitted to CWL. Developer will use CWL's specifications on file at the Arkansas Department of Health, unless mutually agreed by the parties.

2. Upon approval by CWL, Developer's consulting engineer will submit plans, if necessary, to the Arkansas Department of Health for State approval. An inspection fee will be paid to CWL at a rate of \$0.50/ft for gravity lines and \$0.25/ft for force main lines. Subdivision plans must have final approval by MAPC and be filed at the Circuit Court Clerk's office prior to final approval of the system. Any construction occurring prior to such final approval by MAPC shall be at the risk of the Developer.

3. Unless the installation is to be performed on existing public right-of-way, Developer shall furnish easements in favor of CWL and to its' specifications across private property. Unless the easement is provided on property included in the original subdivision plat, Developer shall furnish a certificate of title showing ownership of the property covered by the easement.

4. Upon approval by Arkansas Department of Health, construction may begin. Construction must be performed by a qualified contractor knowledgeable in all federal, state and local rules and regulations governing this type of work. Developer must show proof of adequate insurance coverage. (Arkansas Worker's Compensation, \$1,000,000.00 minimum general liability, and \$1,000,000.00 minimum auto liability.) Such insurance may be furnished to CWL by either the Developer or by the Contractor. Contractor must have a State Contractors License, which shall cover Municipal and Utility Construction or a classification specialty covering underground piping, cable, trenching, and boring.

5. Developer, along with a representative of the Contractor if different, shall meet with a representative of CWL on the first day planned for construction, to review any common issues. During construction, work shall be inspected by the Developer's consulting engineer for necessary safety practices, proper materials, and workmanship. CWL will provide inspections during construction, and other random inspections to insure that the plans approved by the Arkansas Department of Health and CWL are followed concerning workmanship and materials. No portion of the project shall be backfilled without CWL approval.

## CWL Specifications

6. If unsafe practices are discovered by CWL during our inspections of workmanship and materials, CWL will notify OSHA. This in no way obligates CWL for the responsibility of the Contractor's safety practices.

7. All gravity lines must pass ASTM C 828-80 low pressure air test for sanitary sewers. All force main lines must pass a pressure test equivalent to 1 ½ times its expected working pressure. All manholes shall pass ASTM C 1244-93 vacuum test for concrete sewer manholes.

8. Upon completion of project, the Developer's consulting engineer will certify by letter that all work was accomplished in accordance with all approved plans and specifications and provide CWL with a set of record drawings, which shall include plans but not specifications. The consulting engineer will also certify that all easements have been obtained, that all sewer is laid on the easements or right-of-way.

9. Developer shall arrange a post construction meeting including the Engineer, and a representative of the Contractor, to meet with a representative of CWL prior to final approval by CWL.

10. The Developer will furnish CWL with a written warranty for one (1) year from acceptance date. This warranty will cover any defects in workmanship and/or materials, maintenance of lines, fill and/or other surface improvements, and grade adjustments of improvements located on or near the construction area. Emergency repairs will be performed by CWL and costs billed to the Developer.

11. The Developer will certify by letter that no liens exist on the work performed. A list of all contractors, subcontractors and material suppliers that worked or supplied materials on the job and a lien release from each will be submitted to CWL with this letter.

12. Newly constructed lines will not become a part of CWL's existing system until final approval has been given by CWL Engineering Department by letter. On the date of the acceptance letter, CWL will assume ownership and warranty will begin.

13. Contractor shall indemnify and hold harmless CWL, its' officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, including but not limited to personal injury to or death of any person or for damage to any personal or real property arising out of or in connection with the work performed or products or equipment provided by the Contractor.

14. On all sewer projects that have not been accepted by CWL within 360 days after mandrel tests and low pressure tests, all tests will be required to be repeated and re-certified.

15. It is the intent of this agreement that the basic responsibility for performance with the requirements hereof shall be the responsibility of the Developer, who shall be fully responsible for all activities of the Contractor and shall directly respond to CWL regarding all such Contractor activities.

11-03. **Construction Inspection Policy:**

On all sewer projects that have not been accepted by CWL within 360 days after mandrel tests and low pressure air tests, all tests will be required to be repeated and re-certified.

On all water projects that have not been accepted by CWL within 360 days after hydrostatic tests and bacterial tests, all tests will be required to be repeated and re-certified.

11-04. **Water Meter Tap Policy:**

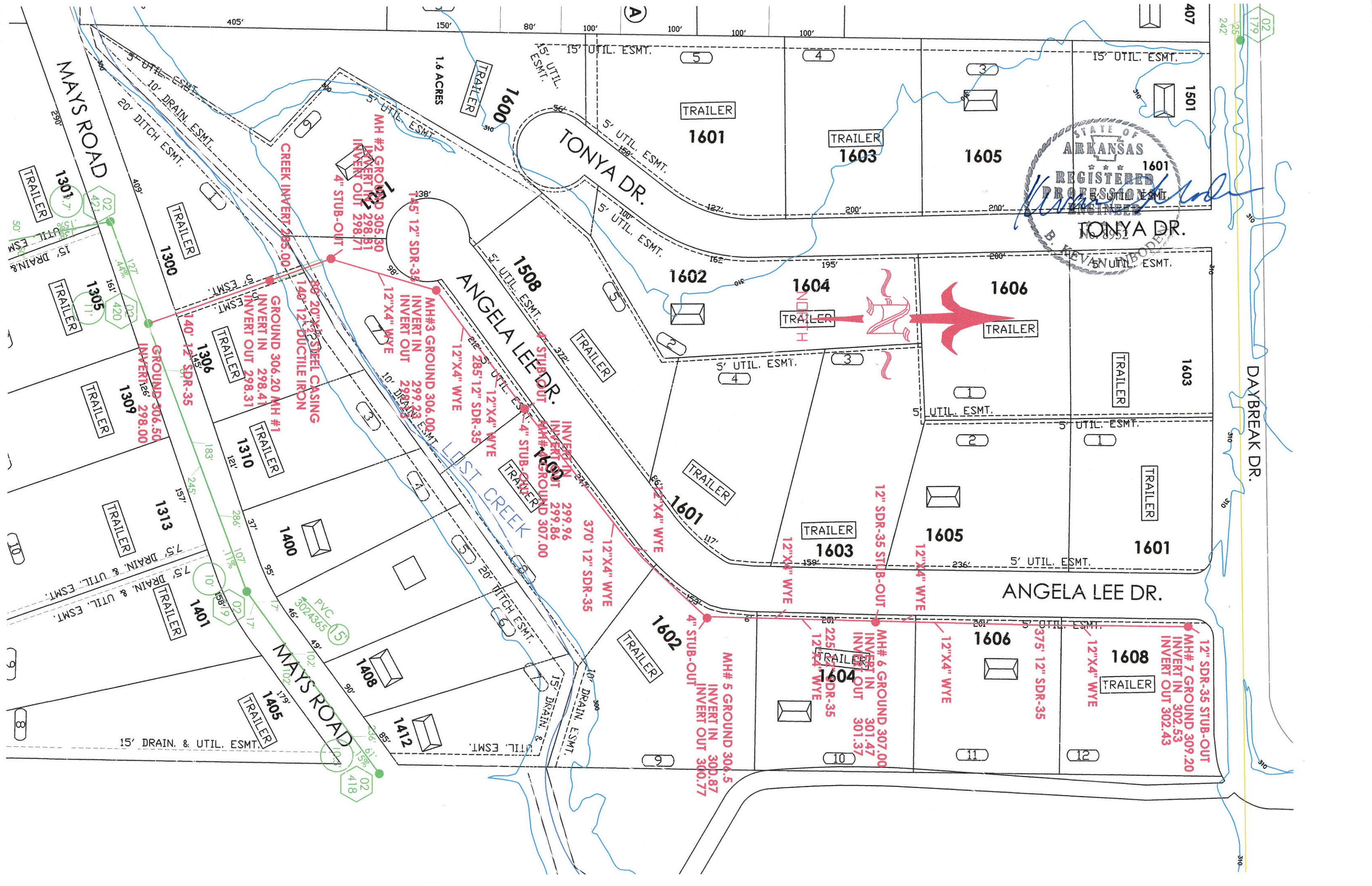
Installation of domestic water meter taps are required to be made during the installation of the new water mains.

11-05. **Electric Underground:**

In order to simplify the contribution that developers make for underground electric when they also install the water lines, City Water and Light will require that developers install the underground electric conduit. This will be in lieu of paying the standard \$2.50/ft charge.

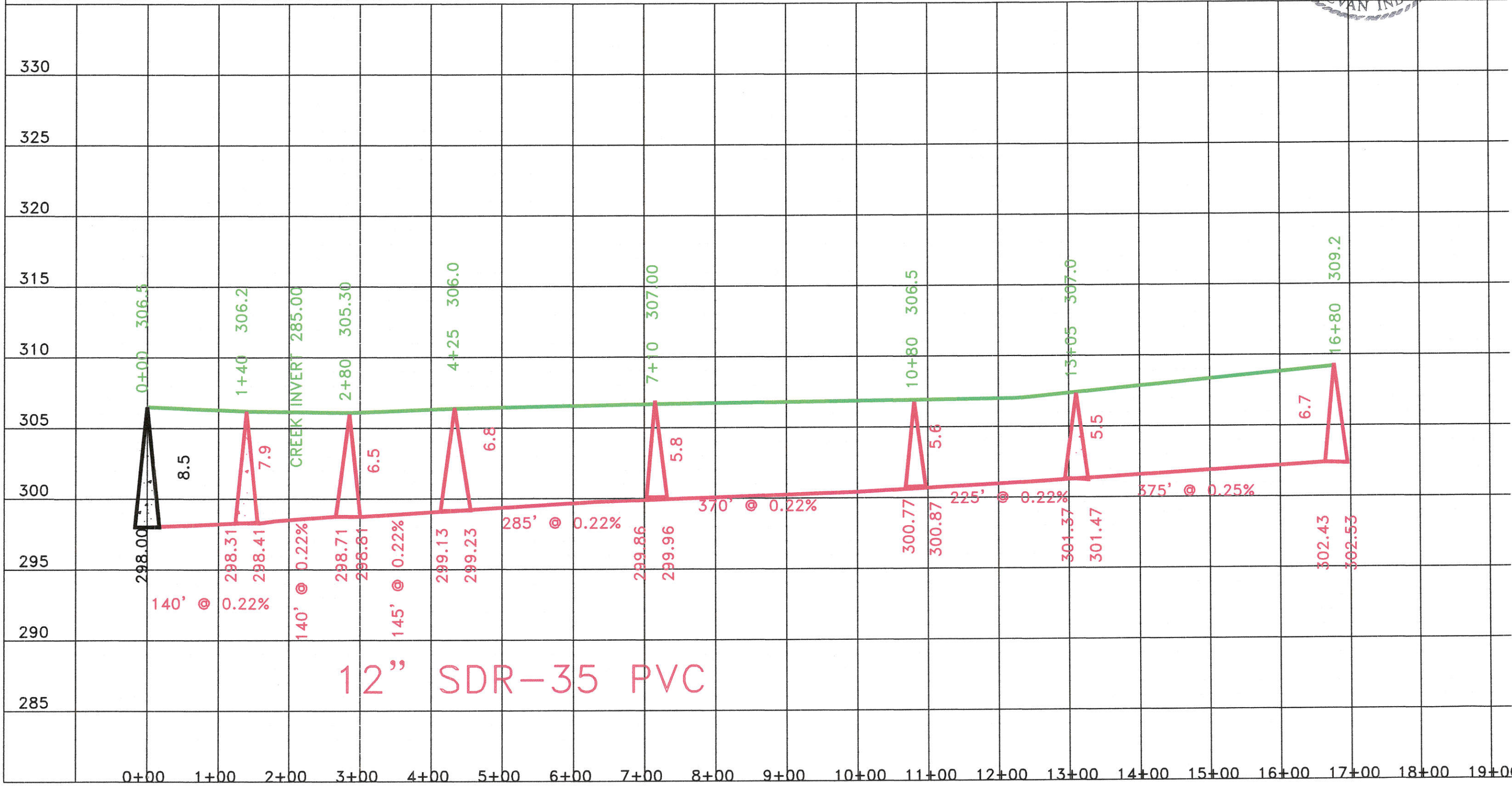
## CWL Specifications

The 2" conduit must be gray schedule 40 and the 4" conduit must be gray type II pipe. The elbows must have a 36" radius. A mouse and string must be blown in after all applicable work is completed. Replacement or repair of conduit that is unusable for any reason will be the responsibility of the developer. The developer will provide all material, labor, and equipment. City Water and Light will provide the appropriate engineering drawings.





VERTICAL SCALE: 1 = 5 HORIZONTAL SCALE: 1 = 100





Budgeted Amount

\$80,000.00

Opened by  
Tabulated by

S A Kent  
T Cooper

Bid #:  
Date:

2014:17  
04/02/14

DIVISIONS/DEPARTEMENT: Engineering	Rainwater Construction	Turman Construction	David Cline	Robertson			
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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	1600	Install 12" SDR-35	42.00	67,200.00	35.68	57,088.00	42.00	67,200.00	47.00	75,200.00		0.00		0.00
2	80	Install 20" x 1/2" Steel Casing	84.00	6,720.00	111.80	8,944.00	90.00	7,200.00	120.00	9,600.00		0.00		0.00
3	140	Install 12" Ductile Iron in Casing	60.00	8,400.00	59.20	8,288.00	68.00	9,520.00	70.00	9,800.00		0.00		0.00
4	7	Install 4' Pre-Cast Manholes	2,200.00	15,400.00	1,924.00	13,468.00	1,800.00	12,600.00	2,800.00	19,600.00		0.00		0.00
5	6	Driveway cuts	2,000.00	12,000.00	1,500.00	9,000.00	2,500.00	15,000.00	1,700.00	10,200.00		0.00		0.00
6	4	Install 4" Subouts	50.00	200.00	200.00	800.00	100.00	400.00	175.00	700.00		0.00		0.00
7	9	Install 12" x 4" Wyes	200.00	1,800.00	226.80	2,041.20	250.00	2,250.00	435.00	3,915.00		0.00		0.00
8	1	Install 12" Stub-Out	100.00	100.00	100.00	100.00	200.00	200.00	400.00	400.00		0.00		0.00
9	9	Mark Wyes w/ Green pipe	40.00	360.00	27.70	249.30	25.00	225.00	45.00	405.00		0.00		0.00
10	25	Place Rip-Rap on Ditch xing	30.00	750.00	64.08	1,602.00	60.00	1,500.00	50.00	1,250.00		0.00		0.00
11	1	Clearing and removing Spoil	5,000.00	5,000.00	6,500.00	6,500.00	2,800.00	2,800.00	200.00	200.00		0.00		0.00
12	1	Testing Air Mandrel & Vac	4,000.00	4,000.00	2,000.00	2,000.00	1,000.00	1,000.00	700.00	700.00		0.00		0.00
13	1	Dress-up After Ample Settling	6,000.00	6,000.00	2,000.00	2,000.00	3,000.00	3,000.00	500.00	500.00		0.00		0.00
14	1	Trench & Excavation Safety sys	5,000.00	5,000.00	1,500.00	1,500.00	1,000.00	1,000.00	50.00	50.00		0.00		0.00
		<b>Total</b>		<b>132,930.00</b>		<b>113,580.50</b>		<b>123,895.00</b>		<b>132,520.00</b>		<b>0.00</b>		<b>0.00</b>
1a	1600	Deduct Install 8" SDR-35	32.00	51,200.00	29.22	46,752.00	36.00	57,600.00	47.00	75,200.00		0.00		0.00
1b	140	Deduct Install 8" Iron	47.00	6,580.00	61.09	8,552.60	52.00	7,280.00	70.00	9,800.00		0.00		0.00
1c	9	Install 8" x 4" Wyes	50.00	450.00	109.38	984.42	150.00	1,350.00	435.00	3,915.00		0.00		0.00
		<b>Total</b>		<b>58,230.00</b>		<b>56,289.02</b>		<b>66,230.00</b>		<b>88,915.00</b>		<b>0.00</b>		<b>0.00</b>
		Bid Signed (y/n)		Yes		Yes		Yes		Yes				
		Bid Bond (y/n)		Yes		Yes		Yes		Yes				
		Qualifications (y/n)		Yes		Yes		Yes		Yes				





## Legislation Details (With Text)

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<b>File #:</b>	RES-14:047	<b>Version:</b>	1	<b>Name:</b>	Free utility request for Fire Station #5
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/22/2014	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR FIRE STATION #5				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Utility service from CWL				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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A RESOLUTION REQUESTING FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR FIRE STATION #5

WHEREAS, the City of Jonesboro is requesting that City Water and Light provide free utilities for Fire Station #5 located at 2525 Neely Road.

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

Section 1: That City Water and Light be requested by this resolution to provide free utilities for Fire Station #5 located at 2525 Neely Road.

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 the CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



## Legislation Details (With Text)

<b>File #:</b>	RES-14:050	<b>Version:</b>	1	<b>Name:</b>	Contract with Lakeside Contractors for Race Street improvements
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/28/2014	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE RACE STREET DRAINAGE IMPROVEMENTS (2014:19)				
<b>Sponsors:</b>	Engineering, Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Specifications 2014 19</a> <a href="#">Bid Tab</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH LAKESIDE CONTRACTORS, LLC FOR THE RACE STREET DRAINAGE IMPROVEMENTS (2014:19)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Race Street Drainage Improvements;

WHEREAS, the low bidder and the firm selected for the Race Street Drainage Improvements is Lakeside Contractors, LLC;

WHEREAS, funding for the execution of the contract shall come from Capital Improvements 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 for the Race Street Drainage Improvements is Lakeside Contractors, LLC.

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

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



**Specifications**

**For**

**Race Street Drainage  
Improvements**

**(Bid #2014:19)**  
**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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MIKE BEEBE  
GOVERNOR



STATE OF ARKANSAS  
ARKANSAS DEPARTMENT OF LABOR  
PREVAILING WAGE DIVISION

RICKY BELK  
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190  
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

March 25, 2014

Tracey Cooper  
City of Jonesboro  
300 S Church Street  
Jonesboro, AR 72401

RE: Drainage Improvements  
Race Street  
Jonesboro, Arkansas  
Craighead County

Dear Ms. Cooper:

Please be advised that the Arkansas Prevailing Wage Law shall not be construed to apply to or affect highway, road, street, or bridge construction and maintenance or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas State Highway and Transportation Department. Ark. Code Ann. § 22-9-303 (b) (1987).

Since your request is for installing a box culvert, the Prevailing Wage Law would exclude the above-referenced project from coverage and you are under no obligation to obtain a wage determination from this department.

Please note that you may access a copy of the Prevailing Wage Law and Regulations at <http://www.labor.ar.gov>.

If you have any questions, or if I can be of further assistance, please contact me at the above address or call (501) 682-4536.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna Kay Smith  
Prevailing Wage Division

## **I. ADVERTISEMENT FOR BIDS**

Sealed bids for the Race Street Drainage Improvements will be received at the Purchasing Department, Room 421, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on April 23, 2014 and then publicly opened and read in Room #101 for furnishing all labor, material, and equipment, and performing all work required to install box culvert along Race Street. All Submissions shall be annotated on the outside of the envelope with the bid number 2014:19.

The project consists of the installation of approximately 900 LF of box culvert along Race Street.

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

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

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

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

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

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

## **II. INSTRUCTION TO BIDDERS**

### **1. PREPARATION OF BID**

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

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 Race St. Drainage Improvements, Bid Number 2014:19 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**

k

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 JONESBORO, AR  
Date APRIL 23, 2014

Proposal of LAKESIDE CONTRACTORS, LLC

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 Race Street Drainage Improvements

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within 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):

No. 1 Dated 04/14/14  
Dated \_\_\_\_\_

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

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

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

Cynthia Saha  
(Witness)

LAKESIDE CONTRACTORS, LLC  
(Name of Bidder)

P.O. Box 16540

By Dale Wood

JONESBORD, AR 72403  
(Address)

DALE WOOD, SECRETARY  
(Print Name and Title)

P.O. Box 16540

JONESBORD, AR 72403  
(Office Address of Bidder)

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

**IV. UNIT PRICE SCHEDULE**

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Clearing & Grubbing Trees	201	Each	3	\$ <u>250.00</u>	\$ <u>750.00</u>
2	R&D of Flared End Sections	202	Each	1	\$ <u>200.00</u>	\$ <u>200.00</u>
3	R&D of Pipe Culverts	202	LF	532	\$ <u>23.00</u>	\$ <u>12,236.00</u>
4	R&D Drop Inlet	202	Each	1	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
5	R&D Asphalt Pavement	202	SY	225	\$ <u>17.00</u>	\$ <u>3,825.00</u>
6	R&D Concrete Driveway	202	SY	200	\$ <u>22.00</u>	\$ <u>4,400.00</u>
7	R&D Concrete Sidewalk	202	SY	150	\$ <u>14.00</u>	\$ <u>2,100.00</u>
8	R&D Concrete Headwall	202	Each	3	\$ <u>500.00</u>	\$ <u>1,500.00</u>
9	Flowable Select Material	206	CY	240	\$ <u>65.00</u>	\$ <u>15,600.00</u>
10	Compacted Embankment	210	CY	2,700	\$ <u>6.00</u>	\$ <u>16,200.00</u>
11	Aggregate Base Course (Cl. 7)	303	Ton	1,250	\$ <u>15.00</u>	\$ <u>18,750.00</u>
12	PC Concrete Driveway	505	SY	200	\$ <u>45.00</u>	\$ <u>9,000.00</u>
13	Mobilization (5%)	601	LS	1	\$ <u>17,150.00</u>	\$ <u>17,150.00</u>
14	Maintenance of Traffic	603	LS	1	\$ <u>47,280.00</u>	\$ <u>47,280.00</u>
15	Barricades (Type III)	604	LF	72	\$ <u>30.00</u>	\$ <u>2,160.00</u>
16	Signs	604	SF	140	\$ <u>29.60</u>	\$ <u>4,144.00</u>
17	Traffic Drums	604	Each	20	\$ <u>50.00</u>	\$ <u>1,000.00</u>
18	24" R.C. Pipe Culverts (Cl. 3)	606	LF	16	\$ <u>48.00</u>	\$ <u>768.00</u>
19	36" R.C. Pipe Culverts (Cl. 3)	606	LF	95	\$ <u>88.00</u>	\$ <u>8,360.00</u>
20	42" A.L.C. C. ST. Pipe Culvert – 14G	606	LF	40	\$ <u>89.00</u>	\$ <u>3,560.00</u>
21	Precast R. C. Box Culvert (6'x4')	607	LF	62	\$ <u>286.00</u>	\$ <u>17,732.00</u>

22	Precast R.C. Box Culvert (8'x5')	607	LF	915	<u>\$ 328.00</u>	<u>\$300,120.00</u>
23	Drop Inlet (Riser)	609	Each	7	<u>\$ 1,419.00</u>	<u>\$ 9,933.00</u>
24	Drop Inlet (Type E)	609	Each	4	<u>\$ 2,486.00</u>	<u>\$ 9,944.00</u>
25	Yard Drain	609	Each	2	<u>\$ 1,618.00</u>	<u>\$ 3,236.00</u>
26	Seeding (Hydro-Seeding)	620	Acre	0.5	<u>\$ 2,890.00</u>	<u>\$ 1,445.00</u>
27	Concrete Walks	633	SY	150	<u>\$ 45.00</u>	<u>\$ 6,750.00</u>

TOTAL BASE BID

\$ 519,143.00

WRITTEN IN WORDS:

FIVE HUNDRED NINETEEN THOUSAND ONE HUNDRED FORTY THREE  
DOLLARS

**DEDUCTIVE ALTERNATE #1**

1a.	R&D of Pipe Culverts	202	LF	167	\$ <u>23.00</u>	\$ <u>3,841.00</u>
1b.	R&D Asphalt Pavement	202	SY	76	\$ <u>17.00</u>	\$ <u>1,292.00</u>
1c.	R&D Concrete Driveway	202	SY	74	\$ <u>22.00</u>	\$ <u>1,628.00</u>
1d.	R&D Concrete Sidewalk	202	SY	45	\$ <u>14.00</u>	\$ <u>630.00</u>
1e.	R&D Concrete Headwall	202	Each	2	\$ <u>500.00</u>	\$ <u>1,000.00</u>
1f.	Flowable Select Material	206	CY	65	\$ <u>65.00</u>	\$ <u>4,225.00</u>
1g.	Compacted Embankment	210	CY	565	\$ <u>6.00</u>	\$ <u>3,390.00</u>
1h.	Aggregate Base Course (Cl. 7)	303	Ton	325	\$ <u>15.00</u>	\$ <u>4,875.00</u>
1i.	PC Concrete Driveway	505	SY	74	\$ <u>45.00</u>	\$ <u>3,330.00</u>
1j.	24" R.C. Pipe Culverts (Cl. 3)	606	LF	8	\$ <u>48.00</u>	\$ <u>384.00</u>
1k.	36" R.C. Pipe Culverts (Cl. 3)	606	LF	17	\$ <u>88.00</u>	\$ <u>1,496.00</u>
1l.	Precast R. C. Box Culvert (6'x4')	607	LF	62	\$ <u>286.00</u>	\$ <u>17,732.00</u>
1m.	Precast R.C. Box Culvert (8'x5')	607	LF	175	\$ <u>328.00</u>	\$ <u>57,400.00</u>
1n.	Drop Inlet (Riser)	609	Each	2	\$ <u>1,419.00</u>	\$ <u>2,838.00</u>
1o.	Drop Inlet (Type E)	609	Each	2	\$ <u>2,486.00</u>	\$ <u>4,972.00</u>
1p.	Yard Drain	609	Each	1	\$ <u>1,618.00</u>	\$ <u>1,618.00</u>
1q.	Concrete Walks	633	SY	65	\$ <u>45.00</u>	\$ <u>2,925.00</u>

**TOTAL DEDUCTIVE ALTERNATE #1**

\$ 113,576.00

**WRITTEN IN WORDS:**

ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED SEVENTY SIX  
DOLLARS



STATE OF ARKANSAS  
ARKANSAS DEPARTMENT OF LABOR  
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190  
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

March 25, 2014

Tracey Cooper  
City of Jonesboro  
300 S Church Street  
Jonesboro, AR 72401

RE: Drainage Improvements  
Race Street  
Jonesboro, Arkansas  
Craighead County

Dear Ms. Cooper:

Please be advised that the Arkansas Prevailing Wage Law shall not be construed to apply to or affect highway, road, street, or bridge construction and maintenance or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas State Highway and Transportation Department. Ark. Code Ann. § 22-9-303 (b) (1987).

Since your request is for installing a box culvert, the Prevailing Wage Law would exclude the above-referenced project from coverage and you are under no obligation to obtain a wage determination from this department.

Please note that you may access a copy of the Prevailing Wage Law and Regulations at <http://www.labor.ar.gov>.

If you have any questions, or if I can be of further assistance, please contact me at the above address or call (501) 682-4536.

Sincerely,

*Lorna Kay Smith*

Lorna Kay Smith  
Prevailing Wage Division

LAKESIDE CONTRACTORS

Dale Wood



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Lakeside Contractors, LLC., P.O. Box 16540, Jonesboro AR 72403

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland

a corporation duly organized under the laws of the State of Maryland

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Jonesboro, PO Box 1845, Jonesboro, AR 72403

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid

Dollars (\$5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Race Street Drainage Improvements, Bid #2014:19.

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 23rd day of April, 2014.

Cinderella (Witness)

Jan Melton (Witness)

Jan Melton

Lakeside Contractors, LLC. (Principal) (Seal) Dale Wood SEC. (Title)

Fidelity and Deposit Company of Maryland (Surety) (Seal) Michael A. McDaniel (Title)

Michael A. McDaniel, 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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, 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 Michael A. MCDANIEL, Richard H. WHITLEY, James S. BROWN and Melissa ROSENBAUM, all of MEMPHIS, Tennessee, EACH 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 6th day of May, A.D. 2013.

ATTEST:

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



By: Eric D. Barnes  
Assistant Secretary  
Eric D. Barnes

Thomas O. McClellan  
Vice President  
Thomas O. McClellan

State of Maryland  
City of Baltimore

On this 6th day of May, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant 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, depose and swear, 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.

Maria D. Adamski

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



Statement of Bidder's Qualifications Answers

1. Lakeside Contractors, LLC.
2. P. O. Box 16540 ~ Jonesboro, AR 72403
3. 2005
4. Arkansas
5. 9 years

6. Project	Contract amt	Date of Completion
Hwy Job #100308	4,200,027.00	05-2014
Hwy Job #100567	4,008,133.00	06-2014
Riggs Cat Center	397,190.00	06-2014
Central Baptist Church	393,000.00	05-2014
Hwy Job #100711	2,323,905.00	08-2015

7. Earthwork, Street & Road, & Commercial Concrete
8. No
9. No
10. No

11. Project	Contract amt.	Date of Completion
NEA Cancer Center	844,912.00	06-2013
Oak Grove School	368,000.00	06-2013
Eastside Rice Facility	362,726.00	04-2012
Spirit Fitness	263,013.00	06-2012

12. Dozers, Excavators, Tri-axle trucks, Off road trucks, Compaction Equipment and Skid steer loaders.
13. 23 years
14. Garry Meadows – President has 44 years experience  
Rick Meadows \_ Vice President has 31 years experience  
Dale Wood – Sec/Tres. has 28 years experience
15. 500,000.00
16. First National Bank – Brian Clem
17. Yes.

## VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?  
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?  
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: \$ \_\_\_\_\_.
16. Give Bank reference: \_\_\_\_\_.

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

Dated at JONESBORO, AR this 23<sup>rd</sup>  
 day of APRIL, 20 14.

LAKESIDE CONTRACTORS  
 (Name of Bidder)

By Dale Wood

Title SECRETARY

STATE OF ARKANSAS )  
 ) SS.  
 COUNTY OF CRAIGHEAD )

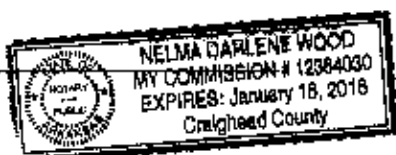
Dale Wood being duly sworn deposes and says that  
 he is Secretary of Lakeside Contractors  
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 23 day of April, 20 14.

Nelma Darlene Wood  
 (Notary Public)

My Commission Expires:



**VII. CONTRACT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and

between Lakeside Contractors, LLC\_\_\_\_\_

(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 Race Street Drainage Improvements, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum 1 dated 04/14/2014

\_\_\_\_\_ 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.

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 Race Street Drainage Improvements

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

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

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

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

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

NOTES:

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

**IX. GENERAL CONDITIONS**  
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## **GC.1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

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

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

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

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

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

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

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

## **GC.2 SUPERINTENDENCE BY CONTRACTORS**

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

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

**GC.3 CONTRACTOR'S EMPLOYEES**

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

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

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

**GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES**

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

**GC.5 SUBCONTRACTS**

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

**GC.6 OTHER CONTRACTS**

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

**GC.7 CONTRACTOR'S INSURANCE**

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

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

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

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

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

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

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

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

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

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

**GC.9 FITTING AND COORDINATION OF THE WORK**

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

**GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

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

#### **GC.11 PAYMENT TO CONTRACTOR**

Payment will be made to the Contractor once a month. 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.

## **GC.12 USE OF COMPLETED PORTIONS**

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

## **GC.13 CHANGES IN THE WORK**

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

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

After the work is complete, a final change order may be prepared to be accepted by the Owner and Contractor to adjust final payment as required to cover the actual units of work acceptably completed.

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

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

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and

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

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

Each Change Order shall include in its final form:

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

#### **GC.14 CLAIMS FOR EXTRA COST**

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

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour

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

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

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

#### **GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT**

##### Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

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

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

of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

### Termination for Convenience

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

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

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

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

### **GC.16      SUSPENSION OF WORK**

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

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

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

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

## **GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES**

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

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

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

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
- (2) To any acts of the Owner;
- (3) To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
- (4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph.

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

overhead and administrative expenses.

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

#### **GC.18 DISPUTES**

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

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

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

#### **GC.19 ASSIGNMENT OR NOVATION**

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

## **GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS**

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

## **GC.21 SHOP DRAWINGS**

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

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

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

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

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general



compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

#### **GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION**

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

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

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

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

#### **GC.24 SAMPLES, CERTIFICATES, AND TESTS**

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

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

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) All Construction materials shall be tested in accordance with AHTD Specifications and at the contractor's expense.

## **GC.25 PERMITS AND CODES**

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

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

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

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

## **GC.26 CARE OF WORK**

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

The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

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

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on

account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

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

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

#### **GC.27      QUALITY OF WORK AND PROPERTY**

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

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any

other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall be deemed a part of this Contract and enforceable by the Owner.

#### **GC.28 ACCIDENT PREVENTION**

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

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

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

#### **GC.29 SANITARY FACILITIES**

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

#### **GC.30 USE OF PREMISES**

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the

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

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

### **GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.**

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

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

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

### **GC.33 OBSERVATION OF WORK**

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

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

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

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit

any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

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

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

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

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

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

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

**GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER**

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

**GC.35 PROHIBITED INTERESTS**

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

**GC.36 FINAL INSPECTION**

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

**GC.37 PATENTS**

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



**GC.38 WARRANTY OF TITLE**

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

**GC.39 GENERAL GUARANTY**

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

## **X. SUPPLEMENTAL GENERAL CONDITIONS**

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## **SGC.1      PROGRESS SCHEDULE**

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

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

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

## **SGC.2      DRAWINGS**

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

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

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

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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 comply with the provisions of the Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-313 (1987) and the administrative regulations promulgated thereunder, as they apply under this Contract.

It shall be the responsibility of each Bidder to determine the consequences of the applicable provisions of the Arkansas Prevailing Wage Law, and include in his bid any costs made necessary because of them. No additional payment will be made, and no extension of Contract time will be allowed because of the provisions of the Law.

The Contractor shall comply with all applicable provisions of the Arkansas Prevailing Wage Law including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the Arkansas Department of Labor, such determination covering rates for regular hours, and rates for holidays and overtime work (Arkansas Code Ann. §§ 22-9-308(b)(2) and §§ 22-9-308(c)).
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined (Arkansas Code Ann. §§ 22-9-309(a)).
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the Arkansas Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the Arkansas Department of Labor are minimum for wage payments under this Contract.

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

INSERT WAGE RATES HERE

## **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 Race Street, Jonesboro, Arkansas. A map showing the general location is included in the plan sets.

## **SC.3 SCOPE OF WORK**

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to install pipe culvert along Race Street.

## **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 72401, and obtained upon payment of \$25.00 each. No refunds will be made.

## **SC.6 LIQUIDATED DAMAGES FOR DELAY**

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

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



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

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

<u>Amount of Contract</u>	<u>Liquidated Damages</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 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 for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

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

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

## **SC.20 BOND**

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

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

## **SC.21 LIGHT AND POWER**

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

## **SC.22 LINES AND GRADES**

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

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

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

## **SC.23 LEGAL HOLIDAYS**

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

## **SC.24 SEQUENCE OF CONSTRUCTION**

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

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as

soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

**SC.25 TEST BORINGS**

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

**SC.26 TEMPORARY FIELD OFFICE**

Not required for this project.

**SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT**

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

**SC.28 MAINTENANCE BOND**

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

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

**RELEASE**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

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

Race Street Drainage Improvements

project.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

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

Race Street Drainage Improvements

have been fully satisfied.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

Dated \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Resident Agent, State of Arkansas

\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

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

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

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

Attorney in Fact

\_\_\_\_\_

\_\_\_\_\_

**XII. TECHNICAL SPECIFICATIONS**

TABLE OF CONTENTS

**TITLE**

SP-1 Standard Specifications for Highway Construction  
Arkansas State Highway and Transportation Department, Latest Edition

## **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.



Budgeted Amount

\$500,000.00

Opened by  
Tabulated by

S A Kent  
T Cooper

Bid #:  
Date:

2014:19  
04/23/14

DIVISIONS/DEPARTEMENT: Engineering	Alvin Crabtree	Gillis	Hessling Construction	Lakeside Contractors	Shannon Kee Construction	Township Builders	
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	3	Clearing & Grubbing Trees	300.00	900.00	500.00	1,500.00	2,646.48	7,939.44	250.00	750.00	500.00	1,500.00	800.00	2,400.00
2	1	R & D of Flared End section	200.00	200.00	200.00	200.00	1,783.20	1,783.20	200.00	200.00	250.00	250.00	270.00	270.00
3	532	R & D of Pipe Culverts	46.00	24,472.00	11.25	5,985.00	24.52	13,044.64	23.00	12,236.00	7.50	3,990.00	20.00	10,640.00
4	1	R & D of Pipe Culverts	1,800.00	1,800.00	500.00	500.00	1,547.28	1,547.28	1,000.00	1,000.00	500.00	500.00	1,500.00	1,500.00
5	225	R & D Drop Inlet	18.00	4,050.00	5.50	1,237.50	11.47	2,580.75	17.00	3,825.00	5.50	1,237.50	8.00	1,800.00
6	200	R & D Asphalt Pavement	18.00	3,600.00	7.00	1,400.00	33.20	6,640.00	22.00	4,400.00	5.50	1,100.00	9.00	1,800.00
7	150	R & D Concrete Driveway	18.00	2,700.00	7.00	1,050.00	36.83	5,524.50	14.00	2,100.00	5.50	825.00	5.00	750.00
8	3	R & D Concrete Headwall	370.00	1,110.00	500.00	1,500.00	1,082.56	3,247.68	500.00	1,500.00	500.00	1,500.00	270.00	810.00
9	240	Flowable Select Material	80.00	19,200.00	80.00	19,200.00	124.29	29,829.60	65.00	15,600.00	110.00	26,400.00	125.00	30,000.00
10	2700	Compacted Embankment	11.00	29,700.00	17.00	45,900.00	22.87	61,749.00	6.00	16,200.00	11.50	31,050.00	15.00	40,500.00
11	1250	Aggregate Base Course	25.00	31,250.00	25.00	31,250.00	30.90	38,625.00	15.00	18,750.00	25.00	31,250.00	22.00	27,500.00
12	200	PC Concrete Driveway	49.00	9,800.00	40.50	8,100.00	61.26	12,252.00	45.00	9,000.00	90.00	18,000.00	60.00	12,000.00
13	1	Mobilization (5%)	20,000.00	20,000.00	28,000.00	28,000.00	26,546.24	26,546.24	17,150.00	17,150.00	33,366.58	33,366.58	17,200.00	17,200.00
14	1	Maintenance of Traffic	20,000.00	20,000.00	24,000.00	24,000.00	17,118.44	17,118.44	47,280.00	47,280.00	3,000.00	3,000.00	11,000.00	11,000.00
15	72	Barricades (Type III)	70.00	5,040.00	42.00	3,024.00	53.96	3,885.12	30.00	2,160.00	72.00	5,184.00	50.00	3,600.00
16	140	Signs	25.00	3,500.00	40.00	5,600.00	22.09	3,092.60	29.60	4,144.00	10.50	1,470.00	15.00	2,100.00
17	20	Traffic Drums	100.00	2,000.00	160.00	3,200.00	106.49	2,129.80	50.00	1,000.00	205.00	4,100.00	50.00	1,000.00
18	16	24" R C Pipe Culverts	46.20	739.20	50.00	800.00	130.43	2,086.88	48.00	768.00	50.00	800.00	70.00	1,120.00
19	95	36" R C Pipe Culverts	95.70	9,091.50	90.00	8,550.00	123.07	11,691.65	88.00	8,360.00	102.00	9,690.00	90.00	8,550.00
20	40	42" AL.C. C. ST Pipe Culv 14G	83.16	3,326.40	90.00	3,600.00	136.48	5,459.20	89.00	3,560.00	99.00	3,960.00	70.00	2,800.00
21	62	Precast RC Box Culvert 6x4	373.98	23,186.76	365.00	22,630.00	401.35	24,883.70	286.00	17,732.00	395.00	24,490.00	325.00	20,150.00
22	915	Precast RC Box Culvert 8x5	416.45	381,051.75	405.00	370,575.00	401.36	367,244.40	328.00	300,120.00	479.00	438,285.00	425.00	388,875.00
23	7	Drop Inlet Riser	4,000.00	28,000.00	1,500.00	10,500.00	1,981.88	13,873.16	1,419.00	9,933.00	4,000.00	28,000.00	12,000.00	84,000.00
24	4	Drop Inlet Type E	3,200.00	12,800.00	3,500.00	14,000.00	2,818.65	11,274.60	2,486.00	9,944.00	3,200.00	12,800.00	6,000.00	24,000.00
25	2	Yard Drain	1,600.00	3,200.00	2,000.00	4,000.00	4,768.15	9,536.30	1,618.00	3,236.00	1,600.00	3,200.00	1,100.00	2,200.00
26	0.5	Seeding	2,000.00	1,000.00	3,000.00	1,500.00	3,950.80	1,975.40	2,890.00	1,445.00	2,500.00	1,250.00	2,000.00	1,000.00
27	150	Concrete Walks	45.00	6,750.00	40.50	6,075.00	54.25	8,137.50	45.00	6,750.00	90.00	13,500.00	48.00	7,200.00
		Total		648,467.61		623,876.50		693,698.08		519,143.00		700,698.08		704,765.00
1a	167	R&D Pipe culverts	46.00	7,682.00	11.25	1,878.75	24.52	4,094.84	23.00	3,841.00	7.50	1,252.50	20.00	3,340.00
1b	76	R&D Asphalt Pavement	18.00	1,368.00	5.50	418.00	11.47	871.72	17.00	1,292.00	5.50	418.00	8.00	608.00
1c	74	R&D Concrete Driveway	18.00	1,332.00	7.00	518.00	33.20	2,456.80	22.00	1,628.00	5.50	407.00	9.00	666.00

1d	45 R&D Concrete Sidewalk	18.00	810.00	7.00	315.00	36.83	1,657.35	14.00	630.00	5.50	247.50	5.00	225.00	0.00	0.00
1e	2 Flowable Select Material	370.00	740.00	500.00	1,000.00	1,082.56	2,165.12	500.00	1,000.00	500.00	1,000.00	270.00	540.00	0.00	0.00
1f	65 Flowable Select Material	80.00	5,200.00	80.00	5,200.00	124.29	8,078.85	65.00	4,225.00	110.00	7,150.00	125.00	8,125.00	0.00	0.00
1g	565 Compacted Embankment	11.00	6,215.00	17.00	9,605.00	22.87	12,921.55	6.00	3,390.00	11.50	6,497.50	15.00	8,475.00	0.00	0.00
1h	325 Aggregate Base Course	25.00	8,125.00	25.00	8,125.00	30.90	10,042.50	15.00	4,875.00	25.00	8,125.00	22.00	7,150.00	0.00	0.00
1i	74 PC Concrete Driveway	49.00	3,626.00	40.50	2,997.00	61.26	4,533.24	45.00	3,330.00	90.00	6,660.00	60.00	4,440.00	0.00	0.00
1j	8 24" RC Pipe Culvert	46.20	369.60	50.00	400.00	130.43	1,043.44	48.00	384.00	50.00	400.00	70.00	560.00	0.00	0.00
1k	17 36" RC Pipe Culverts	95.70	1,626.90	90.00	1,530.00	123.07	2,092.19	88.00	1,496.00	102.00	1,734.00	90.00	1,530.00	0.00	0.00
1l	62 Precast RC Box Culvert 6x4	373.98	23,186.76	365.00	22,630.00	401.35	24,883.70	286.00	17,732.00	395.00	24,490.00	325.00	20,150.00	0.00	0.00
1m	175 Precast RC Box Culvert 8x5	416.45	72,878.75	405.00	70,875.00	401.36	70,238.00	328.00	57,400.00	479.00	83,825.00	425.00	74,375.00	0.00	0.00
1n	2 Drop Inlet Riser	4,000.00	8,000.00	1,500.00	3,000.00	1,981.88	3,963.76	1,419.00	2,838.00	4,000.00	8,000.00	12,000.00	24,000.00	0.00	0.00
1o	2 Drop Inlet Type E	3,200.00	6,400.00	3,500.00	7,000.00	2,818.65	5,637.30	2,486.00	4,972.00	3,200.00	6,400.00	6,000.00	12,000.00	0.00	0.00
1p	1 Yard Drain	1,600.00	1,600.00	2,000.00	2,000.00	4,768.15	4,768.15	1,618.00	1,618.00	1,600.00	1,600.00	1,100.00	1,100.00	0.00	0.00
1q	65 Concrete Walks	45.00	2,925.00	40.50	2,632.50	54.25	3,526.25	45.00	2,925.00	90.00	5,850.00	48.00	3,120.00	0.00	0.00
	Total		152,085.01		140,124.25		162,974.76		113,576.00		164,056.50		170,404.00		0.00
										Rejected					
	Bid Signed (y/n)	Yes		Yes		Yes		Yes				Yes			
	Bid Bond (y/n)	Yes		Yes		Yes		Yes				Yes			
	Qualifications (y/n)	Yes		Yes		Yes		Yes				Yes			



## Legislation Details (With Text)

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**File #:** RES-14:053    **Version:** 1    **Name:** Agreement with Lose & Associates for a bicycle-pedestrian safety study for Downtown Jonesboro

**Type:** Resolution    **Status:** To Be Introduced

**File created:** 4/30/2014    **In control:** Public Works Council Committee

**On agenda:**    **Final action:**

**Title:** A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR DOWNTOWN JONESBORO

**Sponsors:** MPO

**Indexes:** Contract

**Code sections:**

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

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR DOWNTOWN JONESBORO

WHEREAS, the Transportation Policy Committee of the Jonesboro Area Transportation Study (JATS) is the officially designated Metropolitan Planning Organization (MPO) for the Jonesboro metropolitan area; and

WHEREAS, pursuant to Resolution 2003-01, the City of Jonesboro is the fiscal agent for the Jonesboro Area Transportation Study; and

WHEREAS, the Jonesboro MPO wishes to enter into an agreement with Lose and Associates to conduct a bicycle-pedestrian safety study for Downtown Jonesboro; and

WHEREAS, the funding for this project shall come from funds allocated in the Jonesboro MPO State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program

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

Section 1: The City of Jonesboro shall enter into an agreement with Lose & Associates to conduct a bicycle-pedestrian safety study for Johnson Avenue.

Section 2: The total financial contribution shall come from funds allocated in the State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program.

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



**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 823-800  
FEDERAL AID PROJECT (“FAP”) NO. AR-81-X018  
DOWNTOWN JONESBORO PEDESTRIAN/BICYCLE SAFETY STUDY

**PREAMBLE**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Jonesboro (“Owner”), and Lose & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Tennessee, with principal offices at 1314 5<sup>th</sup> Ave N, Suite 200, Nashville, TN 37208.

**WITNESSETH:**

**WHEREAS**, the Owner is planning to conduct a downtown pedestrian/bicycle safety study; and,

**WHEREAS**, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

**WHEREAS**, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

**NOW THEREFORE**, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

**1. PRELIMINARY MATTERS**

- 1.1. “Consultant’s Representative” shall be Chris Camp, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$44,857.26. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 126.44% percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$44,857.26. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is N/A.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the project. Title II Services are not required for this Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

## **2. TYPE OF AGREEMENT**

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

### **3. COSTS, FEES, AND PAYMENT**

#### *3.1. Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

- 3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.
  - 3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.
- 3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

**3.2.1.1. SCHEDULE OF SALARY RANGES**

**See Appendix A**

- 3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

- 3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").
- 3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.
- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost

Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$2,964.01** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
  - 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
  - 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
  - 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of

the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the

services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

#### **4. DISALLOWANCE OF COSTS**

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

#### **5. RECORDS & AUDITS**

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
  - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
  - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
  - Fees or allowable costs under the Agreement, subcontract, or modification;
  - Performance of the Agreement, subcontract or modification; or,
  - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

**6. DESCRIPTION OF THE PROJECT**

See Appendix E

**7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT**

See Appendix E

**8. INFORMATION TO BE PROVIDED BY THE OWNER**

See Appendix E

**9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT**

N/A



## **10. COORDINATION WITH OWNER**

- 10.1. Throughout the Project, the Consultant shall hold conferences as noted in Appendix E in Jonesboro, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

## **11. OFFICE LOCATION FOR REVIEW OF WORK**

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Nashville, Tennessee.

## **12. ACCESS TO PROPERTY**

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

## **13. DELIVERABLES**

**See Appendix E**

## **14. SUBCONTRACTING**

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
  - notify any sureties; and/or,
  - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

## **15. RESPONSIBILITY OF THE CONSULTANT**

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **16. WARRANTY OF SERVICES**

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

## **17. TERM, COMMENCEMENT, AND COMPLETION**

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of six months***, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

**See Appendix D**

## **18. TERMINATION**

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
  - Immediately discontinue all services affected (unless the notice directs otherwise).
  - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
  - Terminate all subcontracts to the extent they relate to the work terminated.
  - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
  - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
  - Complete performance of any work not terminated.
  - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

## **19. STOP WORK ORDERS**

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

## **20. CHANGES**

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

- 20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

## **21. OWNERSHIP OF DOCUMENTS & DATA**

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

## **22. PATENT AND COPYRIGHT INFRINGEMENT**

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

## **23. BANKRUPTCY**

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

#### **24. FUNDING LIMITATIONS**

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

#### **25. SUCCESSORS AND ASSIGNS**

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

#### **26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY**

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

#### **27. INSURANCE**

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services,



whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

## **28. DISPUTES AND CLAIMS**

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

## **29. COVENANT AGAINST CONTINGENCY FEES**

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

## **30. TITLE VI ASSURANCES (NONDISCRIMINATION)**

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

**31. DBE CLAUSE**

- 31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

**32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)**

- 32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

**33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- 33.1. The Consultant certifies, to the best of its knowledge and belief, that—
  - 33.1.1. The Consultant and any of its Principals—
    - 33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
    - 33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,
- 33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.
- 33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

#### **34. MISCELLANEOUS**

- 34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

### **35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES**

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

### **36. NOTICE**

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

- 36.1.1. To the Owner's Representative:

Mayor Harold Perrin  
Jonesboro MPO  
300 South Church Street  
P.O. Box 1845  
Jonesboro, AR 72403


- 36.1.2. To the Consultant:

Lose & Associates, Inc.  
Chris Camp  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
[ccamp@loseassoc.com](mailto:ccamp@loseassoc.com)  
615-242-0040

**IN WITNESS WHEREOF**, the parties execute this Agreement, to be effective upon the date set out above.

Lose & Associates

City of Jonesboro

BY:   
Chris Camp  
President

BY: \_\_\_\_\_  
Harold Perrin  
Mayor

**APPENDICES**

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	SCOPE OF WORK



<b>Appendix A Downtown Jonesboro - Pedestrian/Bicycle Safety Study</b>	Principal, Chris Camp	Senior Landscape Architect, John Lavender	Sr. Engineer Michael Black	Principal Engineer Mike Wrye	Landscape Architect I Jay Everett	Project Coordinator Ken Bryant	Administrative Marla Simmons	Lose Subtotal	Transportation Director Robert Murphy	Transportation Project Manager Jeff Hammond	Transportation Project Planner Preston Elliot	EIT	Technician	Administrative	RPM Subtotal	Total
Hourly Rate	\$72.12	\$37.26	\$36.06	\$65.51	\$26.44	\$32.21	\$19.23		\$67.94	\$43.31	\$39.69	\$25.31	\$25.00	\$24.40		

**Task 1. Project Initiation and Data Collection**

Conduct kick-off meeting	2	2			2		1			1	1					9
Develop work plan and issue data needs request					1				1							2
Conduct roadway inventory										3.5	4	0.5				8
Hold Study Advisory Committee Meeting #1	2	2			2					1	1					8
<b>Total Hours</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>1</b>		<b>1</b>	<b>5.5</b>	<b>6</b>	<b>0.5</b>	<b>0</b>	<b>0</b>		<b>27</b>
<b>Subtotal</b>	<b>\$ 288.48</b>	<b>\$ 149.04</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132.20</b>	<b>\$ -</b>	<b>\$ 19.23</b>	<b>\$ 588.95</b>	<b>\$ 67.94</b>	<b>\$ 238.21</b>	<b>\$ 238.14</b>	<b>\$ 12.66</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 556.94</b>	<b>\$ 1,145.89</b>

**Task 2. Evaluation of Existing Conditions**

Map, inventory, analyze crash reports										5	1	3	4			13
Develop collision diagrams										1.5	3	5	4			13.5
Inventory current bicycle and pedestrian facilities					1					1	4	3				9
Hold Study Advisory Committee Meeting #2	2	2			2					1						7
<b>Total Hours</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>8.5</b>	<b>8</b>	<b>11</b>	<b>8</b>	<b>0</b>		<b>42.5</b>
<b>Subtotal</b>	<b>\$ 144.24</b>	<b>\$ 74.52</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 79.32</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 298.08</b>	<b>\$ -</b>	<b>\$ 368.14</b>	<b>\$ 317.52</b>	<b>\$ 278.41</b>	<b>\$ 200.00</b>	<b>\$ -</b>	<b>\$ 1,164.07</b>	<b>\$ 1,462.15</b>

**Task 3. Development of Improvement Recommendations**

Develop draft analyses report	2	20			30	2			1	3.5	17	10	4			89.5
Train/conduct pedestrian counts										1	1					2
Analyze traffic counts										2	2					4
Hold Study Advisory Committee Meeting #3	1	1			1					1	1					5
<b>Total Hours</b>	<b>3</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>2</b>	<b>0</b>		<b>1</b>	<b>7.5</b>	<b>21</b>	<b>10</b>	<b>4</b>	<b>0</b>		<b>100.5</b>
<b>Subtotal</b>	<b>\$ 216.36</b>	<b>\$ 782.46</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 819.64</b>	<b>\$ 64.42</b>	<b>\$ -</b>	<b>\$ 1,882.88</b>	<b>\$ 67.94</b>	<b>\$ 324.83</b>	<b>\$ 833.49</b>	<b>\$ 253.10</b>	<b>\$ 100.00</b>	<b>\$ -</b>	<b>\$ 1,579.36</b>	<b>\$ 3,462.24</b>

**Task 4. Study Documentation**

Prepare preliminary report, recommendations and graphics	2	40			100	2	1		3.5	10.5	17	11	10	7		204
Conduct 2 open house meetings	2	2			2					2	2					10
Hold Study Advisory Committee Meeting	2	2			2					1	1					8
Develop final report	2	20			80	2	1		0.5	6.5	8	4	2			126
Present final report	2									2	1					5
<b>Total Hours</b>	<b>10</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>184</b>	<b>4</b>	<b>2</b>		<b>4</b>	<b>22</b>	<b>29</b>	<b>15</b>	<b>12</b>	<b>7</b>		<b>353</b>
<b>Subtotal</b>	<b>\$ 721.20</b>	<b>\$ 2,384.64</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,864.96</b>	<b>\$ 128.84</b>	<b>\$ 38.46</b>	<b>\$ 8,138.10</b>	<b>\$ 271.76</b>	<b>\$ 952.82</b>	<b>\$ 1,151.01</b>	<b>\$ 379.65</b>	<b>\$ 300.00</b>	<b>\$ 170.80</b>	<b>\$ 3,226.04</b>	<b>\$ 11,364.14</b>

**TOTAL COST FOR PROJECT**

Lose & Associates Direct Salary Subtotal (Direct Labor )	\$ 10,908.01
Lose & Associates Overhead Subtotal ( Direct Labor x 1.2644 )	\$ 13,792.09
Lose & Associates Net Profit Subtotal	\$ 2,964.01
Direct Cost Estimate	
<b>Lose Sub-Total</b>	<b>\$27,664.11</b>

RPM Direct Salary Subtotal (Direct Labor )	\$ 6,526.40
RPM Overhead Subtotal ( Direct Labor x 1.3524 )	\$ 8,826.30
RPM Net Profit Subtotal	\$ 1,840.44
Direct Cost Estimate	
<b>RPM Sub-Total</b>	<b>\$17,193.15</b>

<b>Grand Total</b>	<b>\$44,857.26</b>
--------------------	--------------------

## APPENDIX B

### SUBCONSULTANT AGREEMENT

JOB NO. 823-800  
FEDERAL AID PROJECT ("FAP") NO. AR-81-X018

#### 1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Jonesboro, Arkansas ("Owner") for Job No. 823-800, dated \_\_\_\_\_, \_\_\_\_\_. Lose & Associates, Inc. ("Consultant") and RPM Transportation Consultants, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

#### 2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

See Appendix E

#### 3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

See Appendix A

#### 4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

#### 5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this

Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

## **6. COVENANT AGAINST CONTINGENCY FEES**

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

## **7. TITLE VI ASSURANCES (NONDISCRIMINATION)**

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations*. The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.

- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, age, disability, religion, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

## **8. DBE CLAUSE**

- 8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant

must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

## **9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)**

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

## **10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,
- 10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.
- 10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 10.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

## **10. NOTICE**

- 10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

- 10.1.1. To the Subconsultant:

RPM Transportation Consultants, LLC  
Bob Murphy  
1101 17<sup>th</sup> Ave South  
Nashville, TN 37212  
bobmurphy@rpmtraffice.net


- 10.1.2. To the Consultant:


Lose & Associates, Inc.  
Chris Camp  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
[ccamp@loseassoc.com](mailto:ccamp@loseassoc.com)

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective \_\_\_\_\_.

Lose & Associates, Inc.

RPM Transportation Consultants, LLC

BY:   
Chris Camp  
President  
Title

BY:   
Bob Murphy  
President  
Title

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Chris Camp, am the President and duly authorized representative of the firm of Lose & Associates, Inc., whose headquarters address is 1314 5<sup>th</sup> Ave North, Nashville, TN 37208, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14  
Date

  
Chris Camp, President



**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Bob Murphy, am the President and duly authorized representative of the firm of RPM Transportation Consultants, LLC, whose headquarters address is 1101 17<sup>th</sup> Ave South, Nashville, TN 37200, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14  
Date

  
\_\_\_\_\_  
Bob Murphy, President

APPENDIX C  
C-3

State Job No. 823-800  
Federal Aid Project No. AR-81-X018

**CERTIFICATION OF CITY OF JONESBORO, ARKANSAS**

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, City of Jonesboro, Arkansas



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (615) 383-6700 Fax: (615) 383-6823 <b>JAMES P. MANNING</b> <b>THE MANNING AGENCY</b> <b>104 WOODMONT BLVD SUITE 105</b> <b>NASHVILLE TN 37205</b>	CONTACT NAME: <b>The Manning Agency</b> PHONE (A/C, No, Ext): <b>(615) 383-6700</b> FAX (A/C, No): <b>(615) 383-6823</b> E-MAIL ADDRESS: <b>JP@THEMANNINGAGENCY.COM</b> PRODUCER CUSTOMER ID: <b>540</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>The Travelers Indemnity Company</b> NAIC # <b>19046</b> INSURER B : <b>Charter Oak Fire Insurance Company</b> INSURER C : <b>Travelers Casualty Insurance Company of America</b> INSURER D : INSURER E : INSURER F :
INSURED <b>LOSE &amp; ASSOCIATES, INC.</b> <b>1314 5TH AVE N SUITE 200</b> <b>NASHVILLE TN 37208</b>	


**COVERAGES** CERTIFICATE NUMBER: 1336 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>C</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>680-7A53746A-TIA-12</b>	<b>10/11/12</b>	<b>10/11/13</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>300,000</b>
							MED. EXP (Any one person)	\$ <b>5,000</b>
							PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
							GENERAL AGGREGATE	\$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
								\$
<b>A</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>BA-7A537864-12</b>	<b>10/11/12</b>	<b>10/11/13</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
<b>A</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>5,000</b>			<b>CUP-7A541214-12-47</b>	<b>10/11/12</b>	<b>10/11/13</b>	EACH OCCURRENCE	\$ <b>5,000,000</b>
							AGGREGATE	\$ <b>5,000,000</b>
								\$
								\$
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	<b>X0UB-3803T16-5-12</b>	<b>10/11/12</b>	<b>10/11/13</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER	\$
							E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE-EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE-POLICY LIMIT	\$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**SEE SUPPLEMENTAL CERTIFICATE INFORMATION**

**CERTIFICATE HOLDER****CANCELLATION**

SPECIMAN SPECIMAN SPECIMAN  Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE   James P. Manning

## Downtown Jonesboro Pedestrian/Bicycle Safety Study Preliminary Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Task 1 – Project Initiation and Data Collection</b>						
Subtask 1.1 Hold Kick-off Meeting	▲					
Issue data needs request						
Subtask 1.2 Establish a Study Advisory Committee						
Subtask 1.3 Collect Available Data						
Conduct traffic counts						
Conduct cyclist/pedestrian counts						
Subtask 1.4 Establish Purpose and Needs Statement						
Subtask 1.5 Study Advisory Committee Meetings						
Hold Study Advisory Committee Meeting #1		▲				
Hold Study Advisory Committee Meeting #2				▲		
Hold Study Advisory Committee Meeting #3					▲	
<b>Task 2 – Evaluation of Existing Conditions</b>						
Subtask 2.1 Inventory Current Pedestrian and Bicycle Facilities						
Subtask 2.2 Determine Suitability of Existing Roadways for Pedestrian and Bicycle Travel						
Subtask 2.3 Pedestrian and Bicycle Crash Analysis						
<b>Task 3 – Development of Improvement Recommendations</b>						
Subtask 3.1 Identify Opportunities and Constraints						
Subtask 3.2 Traffic and Parking Analysis						
<b>Task 4 – Study Documentation</b>						
Preliminary Report						
Study Advisory Committee Review and Comment						
Conduct Open House						▲
Hold Study Advisory Committee Meeting						▲
Develop Final Report						
Present Final Report						▲

## Appendix E

### City of Jonesboro Scope of Work: Downtown Jonesboro Pedestrian/Bicycle Safety Study

The purpose of this project is to develop recommendations for the downtown study area that can be implemented to improve roadway safety for all transportation system users, with an emphasis on pedestrians and cyclists. As typical for a downtown study area such as this, pedestrian and cyclist safety is tightly interrelated with the transportation network as a whole. As such, other aspects of the street network aside from these safety concerns (traffic, parking, etc.) should be evaluated. Our approach for this study consists of 4 major tasks geared toward the development of a safe and convenient mobility network for all users.

#### **Task 1 – Project Initiation and Data Collection**

Work under this task will consist of establishing an advisory committee for the project, collecting data, and preparing a comprehensive purpose and needs statement for the project.

##### Subtask 1.1 Hold Kick-off Meeting

The Consultant Team will attend a kick-off meeting with the City to outline the specific tasks, discuss the general goals, identify important issues, discuss the public input process, and finalize schedules for the project. We will also discuss the volunteer training and data collection effort. For this meeting, the Consultant Team will issue a data needs list to the City which will outline relevant data required to complete the project.

##### Subtask 1.2 Establish a Study Advisory Committee

The creation of an advisory committee is an effective means of gaining organized and sustained input. Membership on the committee should reflect the make-up of the community and should be especially prepared to voice the interests of downtown stakeholders. Downtown business owners, representatives from Saint Bernard's Health Care and other local medical providers, downtown employers, bicycle advocates and disabled representatives should all be part of the advisory committee. Representatives from the Chamber of Commerce and other economic development officials, and Arkansas State University should be part of the advisory committee as well.

The committee will assist in the development and review of the pedestrian, bicycle, parking, and traffic recommendations for the City of Jonesboro. The primary role of the committee will be to provide input and direction to the Consultant Team and to serve as a channel for comments from citizens, City, Local and State officials, downtown business owners and major employers, healthy lifestyle activists, neighborhood groups, bicycle groups, and other interested parties.

##### Subtask 1.3 Collect Available Data

It is anticipated that the following data will be available from the City of Jonesboro, the MPO, AHTD, and/or other agencies for use in this project:

- Existing GIS mapping data, including aerial photos
- Existing inventories of rights-of-way and sidewalks
- Copies of existing Greenway or Bikeway Plans
- Current and historical traffic counts
- Long Range Transportation Plan and major thoroughfare plans
- Highway geometrics, ADT and hourly counts
- Crash data
- Downtown Streetscape Master Plan
- Jonesboro Comprehensive Plan and Land Use Plan

At the time of the kick-off meeting, we will work with City staff to identify locations at which to conduct bicycle, pedestrian, and traffic counts. At the time of the counts, RPM team members will be present to provide counter training and to facilitate the counts. RPM staff have provided this type of training and facilitation for volunteer counts during two previous projects.

The interconnectedness of downtown mobility will require that cyclist and pedestrian safety be evaluated along with traffic and parking operations. To do this, intersection turning movement counts should be collected so that existing traffic patterns can be analyzed. The Consultant Team will identify the critical intersections for which traffic counts should be performed. Given the critical nature of these counts and their specific requirements (by directional approach, in 15 minute intervals, during identified peak hours, etc.), it is recommended that these counts be conducted by technical staff and not volunteers.

#### Subtask 1.4 Establish Purpose and Needs Statement

The Consultant Team will establish a draft purpose and needs statement for the plan based on input received early in the study process. The statement will consist of one or more general deficiencies found within the study area regarding pedestrian and bicycle travel, as well as general traffic operations. The purpose and needs statement will identify the objective of the study and is expected to focus on safety, but will also reference other supporting and interrelated needs such as desired points of connectivity, parking, traffic, etc.

The purpose and needs statement will be submitted to the study advisory committee for review and comment. Based on the input received, a finalized purpose and needs statement will be established. All alternatives will be considered in light of these community-established purposes for the project.

Throughout the project, the statement will be used as a guide by the Consultant Team to ensure that the policies and recommendations of the safety study are consistent with the identified needs of the community. Also, this statement, when finalized, will be presented in the report document for the City of Jonesboro to use as a guide in the future planning and implementation of pedestrian and bicycle improvements.

#### Subtask 1.5 Study Advisory Committee Meetings

An initial meeting will be held within 30-days of the Study Advisory Committee formation for purposes of introductions, defining the committee's role in the project, and obtaining early stakeholder input into downtown transportation safety and needs. Meetings will be scheduled at regular intervals as desired by the City and the MPO throughout the duration of the study to obtain feedback from the group. It is envisioned that three meetings of the Study Advisory Committee will be needed throughout the course of the study.

## **Task 2 – Evaluation of Existing Conditions**

This task will consist of an inventory process to evaluate current roadway conditions, identify current bicycle and pedestrian facilities, observe and analyze traffic operations, identify parking and delivery issues and needs, and evaluate bicycle and pedestrian suitability for each major segment of roadway that is studied.

#### Subtask 2.1 Inventory Current Pedestrian and Bicycle Facilities

The Consultant Team will develop an inventory of current traffic, parking/loading, bicycle, and pedestrian facilities within the study area. It is anticipated that most of this data will be provided by the City of Jonesboro and the MPO. The Consultant Team will collect additional data as needed. Specifically, the inventory will identify the following information:

- Inventory and dimensioning of existing roadway geometry (lanes, turn lanes, etc.)
- Locations and conditions of existing bicycle and pedestrian facilities
- Assessment of existing sidewalk system to meet ADA and elderly mobility requirements
- Locations of planned bicycle and pedestrian facilities that have not yet been constructed

- Classification of existing and planned bicycle facilities, such as bike lanes, bike routes, or multi-use greenway trails
- Photographs of key roadway segments and locations
- Locations of inadequate bicycle and pedestrian facilities and missing links for bicycle and pedestrian travel
- Locations of on-street parking and general observations of parking occupancy
- Locations of special parking areas such as valet, loading zones, etc.
- Observations of general traffic operations including one-way operation, general traffic signal phasing, etc.
- Observations of general pedestrian movements throughout downtown at major traffic destinations or points of concentrated pedestrian traffic such as transit stops or large employers

Pertinent aspects of the inventory will be presented on maps of the study area. These maps, which will be in a digital GIS format (ArcView), will show the existing and planned pedestrian and bicycle facilities designated by type. Locations of pedestrian and bicycle crashes will also be mapped.

#### Subtask 2.2 Determine Suitability of Existing Roadways for Pedestrian and Bicycle Travel

The results of this inventory will be used to determine how suitable the identified roadways are for pedestrian and bicycle travel. The process followed for ascertaining the suitability will result in a Bicycle Level of Service (BLOS) and Pedestrian Level of Service (PLOS) as outlined in the National Cooperative Highway Research Program (NCHRP) Report 616. The goal of this effort is to objectively evaluate bicycle and pedestrian suitability for each major segment of roadway that is studied. The BLOS and PLOS of each identified roadway will be presented clearly on maps of the study area.

#### Subtask 2.3 Pedestrian and Bicycle Crash Analysis

Guided by the mapped crash data provided by the City, an analysis of high crash locations will be completed. If full crash reports are available, all of these will be reviewed to determine the cause of these crashes. If reports are not available, site visits of the crash locations will yield the most probable contributing factors to these crashes. The results of this crash analysis will be used as the basis for the recommendation of specific pedestrian and bicycle safety improvements within the study area.

### **Task 3 – Development of Improvement Recommendations**

#### Subtask 3.1 Identify Opportunities and Constraints

The Consultant Team will identify opportunities for, and potential constraints to, safer pedestrian and bicycle travel. Potential opportunities include:

- Roadways with adequate widths and/or right-of-way appropriate for bicycle or pedestrian facilities
- Roadways with excess capacity where lane reductions could be considered
- Roadways with wide shoulders
- Streets with unused on-street parking
- Unused right-of-way (locations where public right-of-way exists, but there are no streets)
- Existing and proposed greenway and trail systems
- Future roadway and sidewalk improvement projects
- Low volume roadways
- Changes to traffic patterns (one-way to two-way)
- Increase shuttle service in downtown

The potential constraints that will be identified include:

- Roadways with high traffic volumes and speeds
- Major intersections
- Narrow roadways and roadways with limited right-of-way
- Locations of inadequate bicycle and pedestrian facilities, including missing links and areas that lack ADA accessibility and elderly mobility measures
- Locations with acute parking needs and shortages

The process of identifying potential changes to street cross-sections will generally be limited to the portion of the street within the existing curbs. Working inside the limits of curbs minimizes the cost and impacts of construction and avoids expensive modifications to major systems like utilities and drainage. It is not anticipated that improvement recommendations would include the acquisition of additional right-of-way, which can be cost prohibitive in downtown areas.

#### Subtask 3.2 Traffic and Parking Analysis

Traffic and parking operations in a downtown setting can be significant factors in improving safety for pedestrians and cyclists. Using the inventory and traffic count data, the Consultant Team will evaluate the critical traffic, parking, and loading needs within the study area. In coordination with City staff, we will propose creative potential improvements which will enhance operations and safety in downtown Jonesboro. Such proposals might include conversion of one-way to two-way street operation, the introduction, reconfiguration, or removal of on-street parking, the reduction of travel lanes or travel lane widths, or the introduction or improvement of dedicated bicycle or pedestrian facilities. In addition, shuttle services expansion will be considered.

Once approved by the City, the improvement proposals will be evaluated by our traffic engineers using industry-standard procedures as defined by the Highway Capacity Manual. The objective of these analyses will be to verify the feasibility of these improvements and quantify the potential traffic impact introduced by any major changes to street operations.

Often, the introduction of safer and more user-friendly pedestrian and bicycle infrastructure comes as a trade-off to the provision of other street amenities. This is particularly true in downtown areas where street and right-of-way width is fixed. Downtowns across the country are rethinking the emphasis which has traditionally been placed on vehicles (parking, traffic lanes, etc.) against the needs for better pedestrian accommodations. Our team will work to provide a clear understanding of the trade-offs which can occur when considering higher-quality accommodations for non-motorized users versus more efficient traffic and parking operations. Rendering and other graphics will be provided as needed to illustrate recommendations.

Throughout the process of consideration of street modifications, recommendations will consistently be compared against the identified purpose and needs statement. Doing so will ensure that improvement recommendations are being made for purposes which are consistent with the stated community objectives. These recommendations will be made with an eye toward progressive urban street operations and also in accordance with sound engineering best practices and feasibility. All improvement recommendations will meet the design requirements of the City and AHTD and, by incorporation, guidelines of ITE, AASHTO, and NACTO.

### **Task 4 – Study Documentation**

#### Preliminary Report, Advisory Committee Review, Open House and Final Report

In order to complete the project and develop a final report the team will first develop a preliminary report for the study area. The preliminary report will be based on the results and efforts of Tasks 1-3. The report will largely describe the recommended improvements identified and evaluated in Task 3. After the preliminary report, a final report including an executive summary will be developed. Report elements include:

- An inventory and baseline analysis of existing conditions;
- A description of the stakeholder and community involvement process;
- A listing of proposed solutions considered for identified problem areas;
- Renderings and graphics to illustrate recommendations;
- A definition of how each recommendation fulfills the purpose and needs statement;
- Supporting information on the types and procedures of analyses used;
- A listing of desired projects, including a description of work and cost estimates;
- A discussion of potential impacts associated with the proposed solutions;
- A discussion of the solutions prioritization process; and



- A prioritized project implementation plan including implementation strategies.

The preliminary report will be prepared and provided to the Study Advisory Committee for review. During the review period the Consultant Team will facilitate two public open house meetings to give the community an opportunity to comment on the recommendations. The open house meetings, held on the same day, will be conducted from 11:00 AM to 1:00 PM and from 5:00 PM to 8:00 PM. Scheduling two meetings helps to include citizens who prefer a daytime meeting over an evening meeting. During this same trip, we will meet with the Study Advisory Committee to review their comments as well as convey the feedback from the community open house.

The Consultant Team will incorporate comments from the review of the preliminary report, and a complete final report with executive summary will be delivered to the City. We will furnish electronic files of the final report, project design and plans to the City, MPO, and AHTD on a compact disc. We will prepare a Power Point presentation summarizing the findings and present this at a final meeting with the Study Advisory Committee, AHTD and City officials. **The Consultant Team has no major concerns associated with completing the work required for the Downtown Jonesboro Pedestrian/Bicycle Safety Study.**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION**  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

May 23, 2013

Chris Camp, President  
Lose and Associates Inc.  
1314 5th Ave North  
Suite 200  
Nashville, TN 37208

RE: Approved Overhead Rates and Certification of Costs for FYE 10/31/2012.

Dear Mr. Camp:

The Tennessee DOT (TDOT) has reviewed the FYE 10/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 10/31/2012

**Home Rate 125.94%      Field Rate N/A      FCCM 0.50%**

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.50%:

	<b>Federally Funded</b>	<b>State Funded</b>
<b>Home Office</b>	<b>126.44%</b>	<b>126.44%</b>
<b>Field Office</b>	N/A	N/A

The rate should be used for all estimates and billings beginning June 6, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its sub recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at [Keith.Gore@tn.gov](mailto:Keith.Gore@tn.gov)

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Gore', with a long horizontal flourish extending to the right.

**Keith Gore, Auditor  
External Audits**



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION**  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

July 19, 2013

Robert Murphy, President  
RPM Transportation Consultants, LLC  
1101 17<sup>th</sup> Avenue S.  
Nashville, TN 37212

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/2012

Dear Mr. Murphy:

The Tennessee DOT (TDOT) has reviewed the FYE 12/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 12/31/2012

**Home Rate 134.76%      Field Rate N/A      FCCM 0.48%**

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.48%:

	<b>Federally Funded</b>	<b>State Funded</b>
<b>Home Office</b>	135.24%	129.48%
<b>Field Office</b>	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning August 2, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.


TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at [richard.emerson@tn.gov](mailto:richard.emerson@tn.gov)

Sincerely,

A handwritten signature in cursive script that reads "Richard Emerson".

Richard Emerson, CFE  
External Audits Director

TDOT Cognizant Agency Contact

Richard Emerson

TDOT

External Audits Director

(615) 253-4273



## Legislation Details (With Text)

<b>File #:</b>	RES-14:054	<b>Version:</b>	1	<b>Name:</b>	Agreement with Lose & Associates for a bicycle-pedestrian study for Johnson Avenue
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/30/2014	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR JOHNSON AVENUE				
<b>Sponsors:</b>	MPO				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Agreement</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION BY THE CITY OF JONESBORO TO ENTER INTO AN AGREEMENT WITH LOSE AND ASSOCIATES ON BEHALF OF THE JONESBORO METROPOLITAN PLANNING ORGANIZATION TO CONDUCT A BICYCLE-PEDESTRIAN SAFETY STUDY FOR JOHNSON AVENUE

WHEREAS, the Transportation Policy Committee of the Jonesboro Area Transportation Study (JATS) is the officially designated Metropolitan Planning Organization (MPO) for the Jonesboro metropolitan area; and

WHEREAS, pursuant to Resolution 2003-01, the City of Jonesboro is the fiscal agent for the Jonesboro Area Transportation Study; and

WHEREAS, the Jonesboro MPO wishes to enter into an agreement with Lose and Associates to conduct a bicycle-pedestrian safety study for Johnson Avenue; and

WHEREAS, the funding for this project shall come from funds allocated in the Jonesboro MPO State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program.

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

Section 1: The City of Jonesboro shall enter into an agreement with Lose & Associates to conduct a bicycle-pedestrian safety study for Johnson Avenue.

Section 2: The total financial contribution shall come from funds allocated in the State Fiscal Year 2014 and State Fiscal Year 2015 Unified Planning Work Program.

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

**AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**  
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 823-700  
FEDERAL AID PROJECT (“FAP”) NO. AR-81-X018  
JOHNSON AVENUE BICYCLE/PEDESTRIAN STUDY

**PREAMBLE**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Jonesboro (“Owner”), and Lose & Associates, Inc. (“Consultant”), a corporation existing under the laws of the State of Tennessee, with principal offices at 1314 5<sup>th</sup> Ave N, Suite 200, Nashville, TN 37208.

**WITNESSETH:**

**WHEREAS**, the Owner is planning to conduct a pedestrian/bicycle safety study for Johnson Ave.; and,

**WHEREAS**, the Owner’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

**WHEREAS**, the Consultant’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

**NOW THEREFORE**, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant’s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

**1. PRELIMINARY MATTERS**

- 1.1. “Consultant’s Representative” shall be Chris Camp, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is \$45,075.24. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*



- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 126.44% percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$45,075.24. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is N/A.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the project. Title II Services are not required for this Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$ N/A. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

## **2. TYPE OF AGREEMENT**

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

### **3. COSTS, FEES, AND PAYMENT**

#### **3.1. *Allowable costs.***

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the

Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

#### **3.2.1.1. SCHEDULE OF SALARY RANGES**

**See Appendix A**

3.2.1.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost

Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$2,051.52** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of

the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the

services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

#### **4. DISALLOWANCE OF COSTS**

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

#### **5. RECORDS & AUDITS**

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
  - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
  - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant’s records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant’s policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

**6. DESCRIPTION OF THE PROJECT**

**See Appendix E**

**7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT**

**See Appendix E**

**8. INFORMATION TO BE PROVIDED BY THE OWNER**

**See Appendix E**

**9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT**

**N/A**

**10. COORDINATION WITH OWNER**

10.1. Throughout the Project, the Consultant shall hold conferences as noted in Appendix E in Jonesboro, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

**11. OFFICE LOCATION FOR REVIEW OF WORK**

11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located in Nashville, Tennessee.

**12. ACCESS TO PROPERTY**

12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

**13. DELIVERABLES**

**See Appendix E**

**14. SUBCONTRACTING**

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.



- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
  - notify any sureties; and/or,
  - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.
- 14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

## **15. RESPONSIBILITY OF THE CONSULTANT**

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **16. WARRANTY OF SERVICES**

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

## **17. TERM, COMMENCEMENT, AND COMPLETION**

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of six months***, unless extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall

provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

**See Appendix D**

## **18. TERMINATION**

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
  - Immediately discontinue all services affected (unless the notice directs otherwise).
  - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
  - Terminate all subcontracts to the extent they relate to the work terminated.
  - In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
  - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
  - Complete performance of any work not terminated.
  - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

## **19. STOP WORK ORDERS**

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

## **20. CHANGES**

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

## **21. OWNERSHIP OF DOCUMENTS & DATA**

21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

## **22. PATENT AND COPYRIGHT INFRINGEMENT**

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

## **23. BANKRUPTCY**

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

## **24. FUNDING LIMITATIONS**

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

## **25. SUCCESSORS AND ASSIGNS**

25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

## **26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY**

26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

## **27. INSURANCE**

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services,

whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

## **28. DISPUTES AND CLAIMS**

28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") **before beginning the work that gives rise to the claim.**

28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. **The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.**

28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;



- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

## **29. COVENANT AGAINST CONTINGENCY FEES**

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

## **30. TITLE VI ASSURANCES (NONDISCRIMINATION)**

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

### **31. DBE CLAUSE**

31.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

### **32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)**

32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

### **33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

33.1. The Consultant certifies, to the best of its knowledge and belief, that—

33.1.1. The Consultant and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

#### **34. MISCELLANEOUS**

34.1. *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2. *Registered Professional Engineer's Endorsement.* All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

34.3. *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

34.4. *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

34.5. *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

34.6. *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

**35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES**

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

**36. NOTICE**

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

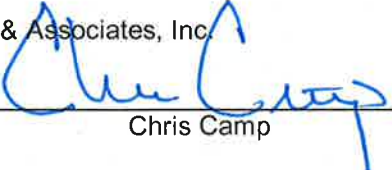
36.1.1. To the Owner's Representative:

Mayor Harold Perrin  
 Jonesboro MPO  
 300 South Church Street  
 P.O. Box 1845  
 Jonesboro, AR 72403

36.1.2. To the Consultant:

Lose & Associates, Inc.  
 Chris Camp  
 1314 5<sup>th</sup> Ave N, Suite 200  
 Nashville, TN 37208  
[ccamp@loseassoc.com](mailto:ccamp@loseassoc.com)  
 615-242-0040

**IN WITNESS WHEREOF**, the parties execute this Agreement, to be effective upon the date set out above.

Lose & Associates, Inc.  
 BY:   
 \_\_\_\_\_  
 Chris Camp  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title

(OWNER'S NAME)  
 BY: \_\_\_\_\_  
 Harold Perrin  
 \_\_\_\_\_  
 Mayor of Jonesboro  
 \_\_\_\_\_  
 Title

**APPENDICES**

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	PROJECT SCHEDULE
APPENDIX E	SCOPE OF WORK

<b>Appendix A Johnson Avenue - Pedestrian Safety Study</b>	Principal, Chris Camp	Senior Landscape Architect, John Lavender	Sr. Engineer Michael Black	Principal, Engineer Mike Wrye	Landscape Architect I Jay Everett	Project Coordinator Ken Bryant	Administrative Maria Simmons	Lose Subtotal	Transportation Director Robert Murphy	Transportation Project Manager Jeff Hammond	Transportation Project Planner Preston Elliot	EIT	Technician	Administrative	RPM Subtotal	Total
	Hourly Rate	\$72.12	\$37.26	\$36.06	\$65.51	\$26.44	\$32.21	\$19.23		\$67.94	\$43.31	\$39.69	\$25.31	\$25.00	\$24.40	

**Task 1. Project Initiation and Data Collection**

Conduct kick-off meeting	5	5			5					5	5						25
Develop work plan and issue data needs request					1				1								2
Conduct roadway inventory										3.5	4	0.5					8
Hold Study Advisory Committee Meeting #1	1	1			1					1	1						5
<b>Total Hours</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>		<b>1</b>	<b>9.5</b>	<b>10</b>	<b>0.5</b>	<b>0</b>	<b>0</b>		<b>40</b>	
<b>Subtotal</b>	<b>\$ 432.72</b>	<b>\$ 223.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 185.08</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 841.36</b>	<b>\$ 67.94</b>	<b>\$ 411.45</b>	<b>\$ 396.90</b>	<b>\$ 12.66</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 888.94</b>	<b>\$ 1,730.30</b>	

**Task 2. Evaluation of Existing Conditions**

Map, inventory, analyze crash reports										6	4	3	4				17
Develop collision diagrams										1.5	4	5	4				14.5
Inventory current bicycle and pedestrian facilities					1					1	4	3					9
Hold Study Advisory Committee Meeting #2	5	5			5					1							16
<b>Total Hours</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>9.5</b>	<b>12</b>	<b>11</b>	<b>8</b>	<b>0</b>		<b>56.5</b>	
<b>Subtotal</b>	<b>\$ 360.60</b>	<b>\$ 186.30</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 158.64</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 705.54</b>	<b>\$ -</b>	<b>\$ 411.45</b>	<b>\$ 476.28</b>	<b>\$ 278.41</b>	<b>\$ 200.00</b>	<b>\$ -</b>	<b>\$ 1,366.14</b>	<b>\$ 2,071.68</b>	

**Task 3. Development of Improvement Recommendations**

Develop draft analyses report	2	5			10	2			1	7.5	21	10	4				62.5
Train/conduct pedestrian counts										1	1						2
Analyze traffic counts										2	2						4
Hold Study Advisory Committee Meeting #3	5	5			5					1	1						17
<b>Total Hours</b>	<b>7</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>2</b>	<b>0</b>		<b>1</b>	<b>11.5</b>	<b>25</b>	<b>10</b>	<b>4</b>	<b>0</b>		<b>85.5</b>	
<b>Subtotal</b>	<b>\$ 504.84</b>	<b>\$ 372.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 396.60</b>	<b>\$ 64.42</b>	<b>\$ -</b>	<b>\$ 1,338.46</b>	<b>\$ 67.94</b>	<b>\$ 498.07</b>	<b>\$ 992.25</b>	<b>\$ 253.10</b>	<b>\$ 100.00</b>	<b>\$ -</b>	<b>\$ 1,911.36</b>	<b>\$ 3,249.82</b>	

**Task 4. Study Documentation**

Prepare preliminary report, recommendations and graphics	2	15			60				3.5	14.5	21	11	10	7			144
Conduct 2 open house meetings	6	6			6					2	2						22
Hold Study Advisory Committee Meeting	1	1			1					1	1						5
Develop final report	2	5			25				0.5	6.5	8	4	2				53
Present final report	6									6	1						13
<b>Total Hours</b>	<b>17</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>0</b>		<b>4</b>	<b>30</b>	<b>33</b>	<b>15</b>	<b>12</b>	<b>7</b>		<b>237</b>	
<b>Subtotal</b>	<b>\$ 1,226.04</b>	<b>\$ 1,006.02</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,432.48</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,664.54</b>	<b>\$ 271.76</b>	<b>\$ 1,299.30</b>	<b>\$ 1,309.77</b>	<b>\$ 379.65</b>	<b>\$ 300.00</b>	<b>\$ 170.80</b>	<b>\$ 3,731.28</b>	<b>\$ 8,395.82</b>	

**TOTAL COST FOR PROJECT**

Lose & Associates Direct Salary Subtotal (Direct Labor )	\$ 7,549.90
Lose & Associates Overhead Subtotal ( Direct Labor x 1.2644 )	\$ 9,546.09
Lose & Associates Net Profit Subtotal	\$ 2,051.52
Direct Cost Estimate	\$ 5,122.00
<b>Lose Sub-Total</b>	<b>\$24,269.51</b>

RPM Direct Salary Subtotal (Direct Labor )	\$ 7,897.71
RPM Overhead Subtotal ( Direct Labor x 1.3524 )	\$ 10,680.86
RPM Net Profit Subtotal	\$ 2,227.15
Direct Cost Estimate	
<b>RPM Sub-Total</b>	<b>\$20,805.73</b>

<b>Grand Total</b>	<b>\$45,152.80</b>
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Direct Cost Estimate	Lodging	Mileage	Per Diem	Total
Trip 1	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 2	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 3	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 4	5@577 \$385.00	600@0.47 \$282.00	5@2Days*75% \$345.00	
Trip 5	2@577 \$1154.00	600@0.47 \$282.00	2@2Days*75% \$138.00	
	\$1,694.00	\$1,410.00	\$1,518.00	\$4,622.00

Printing Cost	\$500.00
Direct Cost	\$5,122.00
<b>Total</b>	<b>\$5,622.00</b>

## APPENDIX B

### **SUBCONSULTANT AGREEMENT**

JOB NO. 823-700

FEDERAL AID PROJECT ("FAP") NO. AR-81-X018

#### **1. SUBCONSULTANT AGREEMENT**

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Jonesboro, Arkansas ("Owner") for Job No. 823-700, dated \_\_\_\_\_, \_\_\_\_\_. Lose & Associates, Inc. ("Consultant") and RPM Transportation Consultants, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

#### **2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED**

See Appendix E

#### **3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES**

See Appendix A

#### **4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW**

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

#### **5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES**

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this



Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.

- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

## **6. COVENANT AGAINST CONTINGENCY FEES**

- 6.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 6.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 6.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 6.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 6.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

## **7. TITLE VI ASSURANCES (NONDISCRIMINATION)**

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 7.1. *Compliance with Regulations*. The Subconsultant shall comply with all regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, 49 C.F.R. Part 21 and 23 C.F.R. Part 172, and as they may be amended from time to time ("Regulations"), which are hereby incorporated by reference and made a part of this Subconsultant Agreement.

- 7.2. *Nondiscrimination.* The Subconsultant, during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, sex, age, disability, religion, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 7.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations.
- 7.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the AHTD or the FHWA for the purposes of investigation to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 7.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the AHTD may impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant until the Subconsultant complies with the provisions and cancellation, termination, or suspension of this Subconsultant Agreement, in whole or in part.
- 7.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract or purchase order so that these terms and conditions will be binding upon each subcontractor or vendor. The Subconsultant shall take such action with respect to any subcontract or purchase order as the AHTD or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, that if the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the AHTD or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

## **8. DBE CLAUSE**

- 8.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 8.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant

must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

## **9. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)**

9.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

9.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

9.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

## **10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

10.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

10.1.1. The Subconsultant and any of its Principals—

10.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

10.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

10.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 9.1.1.2; and,

10.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

10.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

10.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

10.4. The certification in subsection 9.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

## 10. **NOTICE**

10.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

10.1.1. To the Subconsultant:

RPM Transportation Consultants, LLC  
Bob Murphy  
1101 17<sup>th</sup> Ave South  
Nashville, TN 37212  
[bobmurphy@rpmtraffic.net](mailto:bobmurphy@rpmtraffic.net)


10.1.2. To the Consultant:


Lose & Associates, Inc.  
Chris Camp  
1314 5<sup>th</sup> Ave N, Suite 200  
Nashville, TN 37208  
[ccamp@loseassoc.com](mailto:ccamp@loseassoc.com)

**IN WITNESS WHEREOF**, the parties execute this Subconsultant Agreement, to be effective \_\_\_\_\_.

Lose & Associates, Inc.

RPM Transportation Consultants, LLC

BY:   
Chris Camp  
President  
Title

BY:   
Bob Murphy  
President  
Title

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Chris Camp, am the President and duly authorized representative of the firm of Lose & Associates, Inc., whose headquarters address is 1314 5<sup>th</sup> Ave North, Nashville, TN 37208, and that neither I nor the above firm I here represent has:

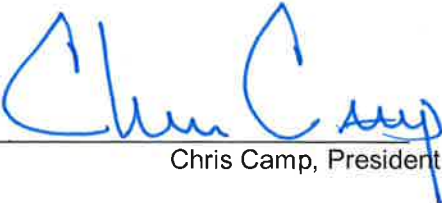
- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/29/14  
Date

  
Chris Camp, President

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Bob Murphy, am the President and duly authorized representative of the firm of RPM Transportation Consultants, LLC, whose headquarters address is 1101 17<sup>th</sup> Ave South, Nashville, TN 37200, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

4/29/14

  
\_\_\_\_\_  
Bob Murphy, President

APPENDIX C  
C-3

State Job No. 823-700  
Federal Aid Project No. AR-81-X018

**CERTIFICATION OF CITY OF JONESBORO, ARKANSAS**

I hereby certify that I am the Mayor of the City of Jonesboro, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Harold Perrin, Mayor





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (615) 383-6700 Fax: (615) 383-6823 <b>JAMES P. MANNING</b> <b>THE MANNING AGENCY</b> <b>104 WOODMONT BLVD SUITE 105</b> <b>NASHVILLE TN 37205</b>	CONTACT NAME: <b>The Manning Agency</b> PHONE (A/C, No, Ext): <b>(615) 383-6700</b> FAX (A/C, No): <b>(615) 383-6823</b> E-MAIL ADDRESS: <b>JP@THEMANNINGAGENCY.COM</b> PRODUCER CUSTOMER ID: <b>540</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>The Travelers Indemnity Company</b> NAIC # <b>19046</b> INSURER B : <b>Charter Oak Fire Insurance Company</b> INSURER C : <b>Travelers Casualty Insurance Company of America</b> INSURER D : INSURER E : INSURER F :
INSURED <b>LOSE &amp; ASSOCIATES, INC.</b> <b>1314 5TH AVE N SUITE 200</b> <b>NASHVILLE TN 37208</b>	


**COVERAGES** CERTIFICATE NUMBER: 1336 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>C</b>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>680-7A53746A-TIA-12</b>	<b>10/11/12</b>	<b>10/11/13</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED. EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>BA-7A537864-12</b>	<b>10/11/12</b>	<b>10/11/13</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<b>A</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ <b>5,000</b>			<b>CUP-7A541214-12-47</b>	<b>10/11/12</b>	<b>10/11/13</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$ \$
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>X0UB-3803T16-5-12</b>	<b>10/11/12</b>	<b>10/11/13</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER \$ E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE-EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE-POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**SEE SUPPLEMENTAL CERTIFICATE INFORMATION**

**CERTIFICATE HOLDER****CANCELLATION**

SPECIMAN SPECIMAN SPECIMAN Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  James P. Manning

Appendix D

**Johnson Avenue Bicycle/Pedestrian Safety Study  
Preliminary Schedule**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Task 1 – Project Initiation and Data Collection</b>						
Subtask 1.1 Hold Kick-off Meeting	▲					
Issue data needs request						
Subtask 1.2 Establish a Study Advisory Committee						
Subtask 1.3 Collect Available Data						
Conduct traffic counts						
Conduct cyclist/pedestrian counts						
Subtask 1.4 Establish Purpose and Needs Statement						
Subtask 1.5 Study Advisory Committee Meetings						
Hold Study Advisory Committee Meeting #1		▲				
Hold Study Advisory Committee Meeting #2				▲		
Hold Study Advisory Committee Meeting #3					▲	
<b>Task 2 – Evaluation of Existing Conditions</b>						
Subtask 2.1 Inventory Current Bicycle and Pedestrian Facilities						
Subtask 2.2 Development and Mapping of Destinations						
Subtask 2.3 Pedestrian and Bicycle Crash Analysis						
Subtask 2.4 Pedestrian and Cyclist Observations						
<b>Task 3 – Development of Improvement Recommendations</b>						
Analyses and improvement Recommendations						
<b>Task 4 – Study Documentation</b>						
Preliminary Report						
Study Advisory Committee Review and Comment						
Conduct Open House						▲
Hold Study Advisory Committee Meeting						▲
Develop Final Report						
Present Final Report						▲

## Appendix E

### City of Jonesboro Scope of Work: Johnson Avenue Bicycle/Pedestrian Safety Study

The purpose of this project is to develop recommendations for the Johnson Avenue study area that can be implemented to improve mobility conditions for pedestrians and cyclists along and across this major east-west corridor. A review of crash data will be supplemented with on-site observations to determine the locations of highest need. Recommendations will be developed using both traditional and state-of-the-art countermeasures for non-motorized and traffic safety. Our approach for this study consists of 4 major tasks and 9 subtasks outlined below.

#### **Task 1 – Project Initiation and Data Collection**

Work under this task will consist of establishing an advisory committee for the project, collecting data, and preparing a comprehensive purpose and needs statement for the project.

##### Subtask 1.1 Hold Kick-off Meeting

The Consultant Team will attend a kick-off meeting with the City to outline the specific tasks, discuss the general goals, identify important issues, discuss the public input process, and finalize schedules for the project. We will also discuss the volunteer training and data collection effort. For this meeting, the Consultant Team will issue a data needs list to the City which will outline relevant data required to complete the project.

##### Subtask 1.2 Establish a Study Advisory Committee

The creation of an advisory committee is an effective means of gaining organized and sustained input. Membership on the committee should reflect the make-up of the community and should be especially prepared to voice the interests of downtown stakeholders. Downtown business owners, representatives from Saint Bernard's Health Care and other local medical providers, downtown employers, bicycle advocates and disabled representatives should all be part of the advisory committee. Representatives from the Chamber of Commerce and other economic development officials, and Arkansas State University should be part of the advisory committee as well.

The committee will assist in the development and review of the bicycle, pedestrian, and traffic recommendations for the City of Jonesboro. The primary role of the committee will be to provide input and direction to the Consultant Team and to serve as a channel for comments from citizens, City, Local and State officials, Arkansas State University students and faculty, neighborhood groups, bicycle groups, and other interested parties.

##### Subtask 1.3 Collect Available Data

It is anticipated that the following data will be available from the City of Jonesboro, the MPO, AHTD, and/or other agencies for use in this project:

- Existing GIS mapping data, including aerial photos
- Existing inventories of rights-of-way and sidewalks
- Copies of existing Greenway or Bikeway Plans
- Current and historical traffic counts
- Long Range Transportation Plan and major thoroughfare plans
- Highway geometrics, ADT and hourly counts
- Crash data
- Downtown Streetscape Master Plan
- Jonesboro Comprehensive Plan and Land use Plan

At the time of the kick-off meeting, we will work with City staff to identify locations at which to conduct bicycle, pedestrian, and traffic counts. At the time of the counts, RPM team members will be on hand to provide counter training and facilitation of the counts. RPM staff have provided this type of training and facilitation for volunteer counts during two previous projects.

The ability of non-motorized users to safely cross and travel along Johnson Avenue is largely dependent on traffic and parking operations. To do this, intersection turning movement counts should be collected so that existing traffic patterns can be analyzed. The Consultant Team will identify the critical intersections for which traffic counts should be performed. Given the critical nature of these counts and their specific requirements (by directional approach, in 15 minute intervals, during identified peak hours, etc.), it is recommended that these counts be conducted by technical staff and not volunteers.

#### Subtask 1.4 Establish Purpose and Needs Statement

The Consultant Team will establish a draft purpose and needs statement for the plan based on input received early in the study process. The statement will identify the objective of the study and will consist of one or more general deficiencies found within the study corridor regarding pedestrian and bicycle travel as well as general traffic operations.

The purpose and needs statement will be submitted to the study advisory committee for review and comment. Based on the input received, a finalized purpose and needs statement will be established. All alternatives will be considered in light of these community-established purposes for the project.

Throughout the project, the statement will be used as a guide by the Consultant Team to ensure that the policies and recommendations of the safety study are consistent with the identified needs of the community. Also, this statement, when finalized, will be presented in the report document for the City of Jonesboro to use as a guide in the future planning and implementation of pedestrian and bicycle improvements.

#### Subtask 1.5 Study Advisory Committee Meetings

An initial meeting will be held within 30-days of the Study Advisory Committee formation for purposes of introductions, defining the committee's role in the project, and obtaining early stakeholder input into downtown transportation safety and needs. Meetings will be scheduled at regular intervals as desired by the City and the MPO throughout the duration of the study to obtain feedback from the group. It is envisioned that three meetings of the Study Advisory Committee will be needed throughout the course of the study.

## **Task 2 – Evaluation of Existing Conditions**

This task will consist of an inventory process to evaluate current roadway conditions, identify current bicycle and pedestrian facilities, observe and analyze traffic operations, and observe locations of high usage by non-motorized users as well as prevailing behavior trends at these locations.

#### Subtask 2.1 Inventory Current Bicycle and Pedestrian Facilities

The Consultant Team will develop an inventory of current traffic, bicycle, and pedestrian facilities within the study area. It is anticipated that most of this data will be provided by the City of Jonesboro and the MPO. The Consultant Team will collect additional data as needed. Specifically, the inventory will identify the following information:

- Inventory and dimensioning of existing roadway geometry (lanes, turn lanes, etc.)
- Locations and conditions of existing bicycle and pedestrian facilities
- Assessment of existing sidewalk system to meet ADA and elderly mobility requirements
- Locations of planned bicycle and pedestrian facilities that have not yet been constructed
- Classification of existing and planned bicycle facilities, such as bike lanes, bike routes, or multi-use trails
- Photographs of key roadway segments and locations

- Locations of inadequate bicycle and pedestrian facilities and missing links for bicycle and pedestrian travel
- Observations of general traffic operations including speed limits, general traffic signal phasing, etc.

Pertinent aspects of the inventory will be presented on maps of the study area. These maps, which will be in a digital GIS format (ArcView), will show the existing and planned bicycle and pedestrian facilities designated by type. Locations of bicycle and pedestrian crashes will also be mapped.

#### Subtask 2.2 Development and Mapping of Destinations

This subtask will result in a better understanding of the desire-lines for pedestrian and bicycle travel within the corridor. Members of the study advisory committee or other stakeholders (such as ASU) will provide input into likely origins and destinations of non-motorized travel. Such places may include multi-family housing, dormitories, grocery or convenience stores, other shopping opportunities, bus stops, or employment locations. These destinations will be mapped.

#### Subtask 2.3 Pedestrian and Bicycle Crash Analysis

Guided by the mapped crash data provided by the City, an analysis of high crash locations will be completed. If full crash reports are available, all of these will be reviewed to determine the cause of these crashes. If reports are not available, site visits of the crash locations will yield the most probable contributing factors to these crashes. The results of this safety analysis will be used as the basis for the recommendation of specific pedestrian and bicycle safety improvements within the study area.

#### Subtask 2.4 Pedestrian and Cyclist Observations

Observing locations of high pedestrian and bike usage often yields the most insight into how non-motorized users interact with the study corridor. These observations will be used to verify desire-lines for travel, including crossing locations, along with activities like pushbutton usage, pedestrians dwelling in the median, crossing against the signal, motorists failing to yield to pedestrians, etc. Observed behaviors are likely to be the best direct input into the development of safety improvement recommendations. These locations of high activity will be mapped along with the travel origin and destination locations.

### **Task 3 – Development of Improvement Recommendations**

#### Analyses and Improvement Recommendations

The Consultant Team will identify opportunities for, and constraints to, safer pedestrian and bicycle travel by using information from the existing facilities inventory, understanding the major walking and cycling origins and destinations, analyzing crash incidents, and observing street usage. Because this study is limited to a single corridor, a limited number of specific improvements are expected. Some possibilities include:

- Analysis of a road diet (converting traffic lanes to other uses if excess traffic capacity exists)
- Sidewalk improvements (including curb extensions, etc.) to address ADA accessibility and elderly mobility safety issues
- Conversion of sidewalk into a wider multi-use path
- Crosswalk improvements at signalized intersections
- Construction of strategically-placed median segments to serve as crossing refuge areas
- Facilitation of mid-block crossing locations
- Improved signage and automated traffic controls at new signalized pedestrian or mid-block crossing locations

Another possibility that will be investigated is whether a parallel street having lower traffic volumes, such as Aggie Road (2,400 vehicles per day as opposed to 20,000 on Johnson Avenue), could be designated as the preferred bike route. Crossing improvements would still be needed on Johnson Avenue, but non-motorized travel connecting ASU and downtown may be better facilitated with an alternate route. The Consultant Team will carefully investigate such possible strategies.

While considering potential street modifications, the Consultant Team will regularly compare the study

recommendations to the identified purpose and needs statement. Doing so will ensure that improvement recommendations are being made for purposes which are consistent with the stated community objectives. These recommendations will be made with an eye toward progressive urban street operations and also in accordance with sound engineering best practices and feasibility. All improvement recommendations will meet the design requirements of the City and AHTD and, by incorporation, guidelines of ITE, AASHTO, and NACTO. Rendering and other graphics will be provided as needed to illustrate recommendations.

#### **Task 4 – Study Documentation**

##### *Preliminary Report, Advisory Committee Review, Open House and Final Report*

In order to complete the project and develop a final report the team will first develop a preliminary report for the study area. The preliminary report will be based on the results and efforts of Tasks 1-3. The report will largely describe the recommended improvements identified and evaluated in Task 3. After the preliminary report, a final report including an executive summary will be developed. Report elements include:

- An inventory and baseline analysis of existing conditions;
- A description of the stakeholder and community involvement process;
- A listing of proposed solutions considered for identified problem areas;
- Rendering and other graphics to illustrate recommendations;
- A definition of how each recommendation fulfills the purpose and needs statement;
- Supporting information on the types and procedures of analyses used;
- A listing of desired projects, including a description of work and cost estimates;
- A discussion of potential impacts associated with the proposed solutions;
- A discussion of the solutions prioritization process; and A prioritized project implementation plan including implementation strategies.

The preliminary report will be prepared and provided to the Study Advisory Committee for review. During the review period the Consultant Team will facilitate two public open house meetings to give the community an opportunity to comment on the recommendations. The open house meetings, held on the same day, will be conducted from 11:00 AM to 1:00 PM and from 5:00 PM to 8:00 PM. Scheduling two meetings helps to include citizens who prefer a daytime meeting over an evening meeting. During this same trip, we will meet with the Study Advisory Committee to review their comments as well as convey the feedback from the community open house.

The Consultant Team will incorporate comments from the review of the preliminary report, and a complete final report with executive summary will be delivered to the City. We will furnish electronic files of the final report, project design and plans to the City, MPO, and AHTD on a compact disc. We will prepare a Power Point presentation summarizing the findings and present this at a final meeting with the Study Advisory Committee, AHTD and City officials.



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION**  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

May 23, 2013

Chris Camp, President  
Lose and Associates Inc.  
1314 5th Ave North  
Suite 200  
Nashville, TN 37208

RE: Approved Overhead Rates and Certification of Costs for FYE 10/31/2012.

Dear Mr. Camp:

The Tennessee DOT (TDOT) has reviewed the FYE 10/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 10/31/2012

**Home Rate 125.94%      Field Rate N/A      FCCM 0.50%**

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.50%:

	<b>Federally Funded</b>	<b>State Funded</b>
<b>Home Office</b>	<b>126.44%</b>	<b>126.44%</b>
<b>Field Office</b>	N/A	N/A

The rate should be used for all estimates and billings beginning June 6, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its sub recipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at [Keith.Gore@tn.gov](mailto:Keith.Gore@tn.gov)

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Gore', with a long horizontal flourish extending to the right.

**Keith Gore, Auditor  
External Audits**





**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**FINANCE DIVISION**  
SUITE 800 JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-0329  
(615) 741-2261

**JOHN C. SCHROER**  
COMMISSIONER

**BILL HASLAM**  
GOVERNOR

July 19, 2013

Robert Murphy, President  
RPM Transportation Consultants, LLC  
1101 17<sup>th</sup> Avenue S.  
Nashville, TN 37212

RE: Approved Overhead Rates and Certification of Costs for FYE 12/31/2012

Dear Mr. Murphy:

The Tennessee DOT (TDOT) has reviewed the FYE 12/31/2012 Indirect Cost Schedule presented by the firm and the Certification of Final Indirect Costs.

The following rates are approved in accordance with AASHTO guidelines for FYE: 12/31/2012

**Home Rate 134.76%      Field Rate N/A      FCCM 0.48%**

For the purposes of estimating, contracting, and billing the Tennessee Department of Transportation we approve the following rates, which already include the FCCM of 0.48%:

	<b>Federally Funded</b>	<b>State Funded</b>
<b>Home Office</b>	135.24%	129.48%
<b>Field Office</b>	N/A	N/A

Note: The Home Office rate will be capped at 145% for projects that are 100% funded by the State.

The rate should be used for all estimates and billings beginning August 2, 2013.

TDOT approved these rates as a part of our yearly Risk Assessment.

Acceptance of your overhead rates is not based on an audit and does not constitute “establishment of a rate by a cognizant agency” for the purposes of applying the rules published in Title 23, CFR §172.7.

TDOT retains the right to audit the above rates or adjust them should a cognizant approval be required after this date, or the evaluation of TDOT’s Consultant Risk Analysis deems an audit necessary.

This approval letter was prepared for, and is intended for the use of the TDOT and its subrecipients. This letter will be provided to other governmental entities upon request, in accordance with 23 U.S.C. §112(b)(2)(E).

As a reminder, audit reports or indirect cost schedules must be certified and submitted annually within 90 days of the end of the firm's fiscal year.

If you have any questions or need additional information, please do not hesitate to contact me at (615)253-4273 or by e-mail at [richard.emerson@tn.gov](mailto:richard.emerson@tn.gov)

Sincerely,

A handwritten signature in cursive script that reads "Richard Emerson".

Richard Emerson, CFE  
External Audits Director

TDOT Cognizant Agency Contact

Richard Emerson

TDOT

External Audits Director

(615) 253-4273



## Legislation Details (With Text)

<b>File #:</b>	RES-14:055	<b>Version:</b>	1	<b>Name:</b>	Property purchase for 1502 E. Johnson Avenue
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	4/30/2014	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1502 E. JOHNSON AVENUE FROM DOUG AND LINDA BISHOP				
<b>Sponsors:</b>	Mayor's Office				
<b>Indexes:</b>	Contract, Property purchase - real				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">1502 Johnson Ave.</a>				

Date	Ver.	Action By	Action	Result
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RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 1502 E. JOHNSON AVENUE FROM DOUG AND LINDA BISHOP

WHEREAS, the City of Jonesboro desires to enter into a contract to purchase the property located at 1502 E. Johnson Avenue, Jonesboro, Arkansas Lot 5 Block B Pyles Addition and owned by Doug and Linda Bishop; and

WHEREAS, the cost for the purchase of said property is \$25,000.00 plus normal closing costs; and

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

1. The City of Jonesboro, Arkansas shall contract with Doug and Linda Bishop and their selling agent, Darrel Cook Real Estate Service for the purchase of the of the property located in Jonesboro, Arkansas for the purchase of \$25,000.00 plus normal closing costs.
2. A copy of the Real Estate Contract is attached hereto.
3. The Mayor, Harold Perrin, and City Clerk, Donna Jackson, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

# Real Estate Contract (Lots and Acreage)

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Form Serial Number: 056017-500139-8356181

1. PARTIES: \_\_\_\_\_ City Of Jonesboro \_\_\_\_\_

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

**2. ADDRESS AND LEGAL DESCRIPTION:** Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract null and void and receive a return of Earnest Money (if any).

1502 E Johnson, Jonesboro Ar,,, Lot 5 Block B Pyles Addition Of Jonesboro Ar, Craighead County

**3. PURCHASE PRICE:** Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): *(select one of the following four options)*

- total purchase price, ..... \$25,000.00
- or;
- price per acre, ..... \$ \_\_\_\_\_
- or;
- price per square foot, ..... \$ \_\_\_\_\_
- or;
- price per front foot ..... \$ \_\_\_\_\_

with Buyer paying the sum of ..... \$ \_\_\_\_\_  
in cash at Closing as down payment, with the balance of the Purchase Price (the "Balance")  
to be paid pursuant to the following:

- (i) **NEW LOAN:** Subject to the Property appraising for not less than the Purchase Price and Buyer's ability to obtain a loan to be secured by the Property in the amount of ..... \$ \_\_\_\_\_

**FINANCING AS FOLLOWS:**

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

- (ii) **CASH:** ..... \$25,000.00

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

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# Real Estate Contract (Lots and Acreage)

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**4. LOAN AND CLOSING COSTS:** Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

*as stated in paragraph 4*

**5. APPLICATION FOR FINANCING:** If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 5, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands that failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

## 6. EARNEST MONEY:

A. Yes, see Earnest Money Addendum.

B. No.

**7. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as the Deposit) is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be co-mingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of :

A. The Deposit is not applicable.

B. Buyer will pay to Seller the Deposit in the amount of \$ \_\_\_\_\_

i. Within \_\_\_\_\_ days following the date this Real Estate Contract has been signed by Buyer and Seller.

ii. Other: \_\_\_\_\_

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# Real Estate Contract (Lots and Acreage)

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**8. CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.**

Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

**9. SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM:** Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.

- A.** No soil percolation or soil morphology test or septic system permit shall be provided.
- B.** A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within \_\_\_\_\_ days prior to Closing. A satisfactory soil percolation or soil morphology test does not necessarily guarantee a septic system permit will be issued in the future. Test to be provided and paid for by:  Buyer  Seller.
- C.** A septic system permit will be issued by the Arkansas Department of Health for a \_\_\_\_\_ Bedroom Standard System certified within \_\_\_\_\_ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by:  Buyer  Seller.
- D.** Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health. Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 9B, 9C or 9D, Buyer shall have all rights provided by Earnest Money Addendum (if any) of this Real Estate Contract.

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# Real Estate Contract (Lots and Acreage)

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**10. SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 10A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

- A. New survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor,  showing property lines only  showing all improvements, easements and any encroachments will be provided and paid for by:  Buyer  Seller  Equally split between Buyer and Seller.
- B. No survey shall be provided.
- C. Other: \_\_\_\_\_

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

**11. TITLE REQUIREMENTS:** Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

- A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.
- B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.
- C. Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).
- D. Other: \_\_\_\_\_

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).



# Real Estate Contract (Lots and Acreage)

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**12. PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

**13. CLOSING:** Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) May (day) 30, (year) 2014. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum (if any).

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 13 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

**14. FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

**15. POSSESSION:** Possession of the Property shall be delivered to Buyer:

- A.** Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B.** Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.
- D.** Delayed Possession. (See Delayed Occupancy Addendum attached)
- E.** Prior to Closing. (See Early Occupancy Addendum attached)

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# Real Estate Contract (Lots and Acreage)

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## 16. OTHER CONTINGENCY:

- A. No Other Contingency.** (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.
- B. This Real Estate Contract is contingent upon:**

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on or before (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_.

During the term of this Real Estate Contract (Select one):

- (i) Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have \_\_\_\_\_ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at \_\_\_\_\_ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money (if any), as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur \_\_\_\_\_ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money (if any). All time constraints in this Real Estate Contract referred to in Paragraphs 5, 9, 10, 18, and 21B refer to the time Buyer removes the contingency.
- (ii) Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

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# Real Estate Contract (Lots and Acreage)

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## 17. BUYER'S DISCLAIMER OF RELIANCE:

- A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

- B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

## 18. SELLER PROPERTY DISCLOSURE:

- A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money (if any). If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money (if any). Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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# Real Estate Contract (Lots and Acreage)

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## 19. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
  - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
  - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

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# Real Estate Contract (Lots and Acreage)

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## 20. OTHER:

*Subject to city council approval*

## 21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

**A.** Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.

**B.** Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money (if any) returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

**Buyer has been advised of Buyer's rights under this Paragraph 21.**

**22. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

**23. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.

**24. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

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- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 26. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 28. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 29. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 30. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045.4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 31. LICENSEE DISCLOSURE:** Check all that apply.
- A. Not Applicable.
  - B. One or more parties to this Real Estate Contract acting as a  Buyer  Seller hold a valid Arkansas Real Estate License.
  - C. One or more owners of any entity acting as  Buyer  Seller hold a valid Arkansas Real Estate License.
- 32. EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) April  
(day) 30, (year) 2014, at \_\_\_\_\_  (a.m.)  (p.m.).

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# Real Estate Contract (Lots and Acreage)

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Association

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2014.

FORM SERIAL NUMBER: 056017-500139-8356181

The above Real Estate Contract is executed on

(month) April (day) 24, (year) 2014, at \_\_\_\_\_  (a.m.)  (p.m.).

darrel cook real estate service

Selling Firm

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

darrel cook  
Principal or Supervising Broker

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

darrel cook  
Selling Agent

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City Of Jonesboro  
Buyer

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Buyer

The above Real Estate Contract is executed on

(month) 4 (day) 28, (year) 14, at 9  (a.m.)  (p.m.).

darrel cook real estate service

Listing Firm

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

darrel cook  
Principal or Supervising Broker

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

darrel cook  
Listing Agent

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Doug Bishop  
Seller

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Hinda Bishop  
Seller

The above offer was  rejected  counteroffered (Form Serial Number \_\_\_\_\_)

on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

Seller's Initial \_\_\_\_\_

Seller's Initials LB DB

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