



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-087-2018

File Number: RES-18:082

Enactment Number: R-EN-087-2018

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO PARTNER WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE 2016-2020 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) JONESBORO AREA PARTNERING PROJECTS

WHEREAS, the City of Jonesboro (City) has expressed interest in partnering with the Arkansas Department of Transportation (Department) on various state highway projects within the City as shown on Attachment A; and

WHEREAS, the City agrees to committed to contribute no less than \$7.81 million partnering funds towards the projects in Attachment A; and

WHEREAS, the Department will provide all additional funding necessary to complete these projects; and

WHEREAS, the Department will handle all phases of the projects unless otherwise requested by the City; and

WHEREAS, as part of the partnering commitment, the City agrees to take ownership and responsibility of the following segments of highway, as shown on Attachment B:

- Highway 141, Section 0 (S. Culberhouse Street), upon completion of the Commerce Drive Extension.
- Highway 226, Section 3 (Woodsprings Road) between Highway 226 Spur and Dabbs Road, upon on completion of the Highway 226 improvements and the Commerce Drive Extension.

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

SECTION I: The City will participate in accordance with its designated responsibilities.

SECTION II: The Mayor or his designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the design and construction of these projects.

SECTION III: The City pledges its full support and hereby requests that the Arkansas Department of Transportation initiate action to implement this project.

PASSED AND APPROVED this 19th day of June, 2018.

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:

MEADOWS CONTRACTORS, LLC
(Contractor)

Carolyn Meadows

By Dale Wood

Title MEMBER

3663 E. PARKER RD
(Street)

JONESBORO, AR 72404
(City)