

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.

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

VII. CONTRACT

THIS AGREEMENT made this 1st day of July 2018 by and
between Meadows Contractors, LLC.
(a Corporation organized and existing under the laws of the State of <u>Arkansas</u>)
Hereinafter called the "Contractor" and the <u>City of Jonesboro, Arkansas</u> , hereinafter called the "Owner".
<u>WITNESSETH</u> :
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 Jonesboro Shooting Sports Complex Entrance Road — Phase 1A, in strict accordance with the Contract Documents, including all Addenda thereto
_Addendum #1 dated May 14, 2018
Addendum #2 dated May 24, 2018
dated
as prepared by the Engineer.
ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance

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

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

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

- a. This Agreement (Contract)
- 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.

Counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

MENDOWS CONTRATORS, LLC
(Contractor)

By Dake Wind
Title MEMBER

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4)

(Street)