



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Finance & Administration Council Committee

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Tuesday, May 9, 2023

4:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

### 2. Roll Call by City Clerk April Leggett

### 3. Approval of minutes

[MIN-23:044](#) Minutes for the Finance Committee Meeting on April 25, 2023

Attachments: [Minutes](#)

### 4. New Business

#### *ORDINANCES TO BE INTRODUCED*

[ORD-23:021](#) AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

Sponsors: Finance

Attachments: [ACT435 2021](#)

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-23:079](#) A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE FY2023 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE

Sponsors: Grants and Police Department

[RES-23:084](#) A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE RESTROOM AND CONCESSION STAND FOR JOE MACK CAMPBELL PARK (2023:11)

Sponsors: Engineering and Parks & Recreation

Attachments: [Bid Tab](#)  
[Contract Documents 2023 11](#)

[RES-23:085](#) A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO,

ARKANSAS TO UTILIZE FEDERAL-AID RECREATIONAL TRAIL PROGRAM (RTP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 RECREATIONAL TRAIL PROGRAM (RTP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

**Sponsors:** Grants, Parks & Recreation and Finance

**Attachments:** [RES-23.085 Budget Attachment1](#)

[RES-23.085 Budget Attachment2](#)

**RES-23:086** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2020 SECTION 5339, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

**Sponsors:** Grants, Finance and JETS

**RES-23:087** A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

**Sponsors:** Grants, Finance and JETS

**RES-23:088** A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

**Sponsors:** Grants, Finance, Engineering and Parks & Recreation

**Attachments:** [RES-23.088 Project-Cost-Estimate-Sheet1](#)

[RES-23.088 Project-Cost-Estimate-Sheet2](#)

**RES-23:089** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

**Sponsors:** Grants, Finance and Police Department

**Attachments:** [Jonesboro 31 BWC & TASER](#)

**RES-23:090** A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

**Sponsors:** Grants, Finance and Police Department

**Attachments:** [Jonesboro Updated Quote - 8BWC](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: MIN-23:044

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**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Minutes

Minutes for the Finance Committee Meeting on April 25, 2023





# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Finance & Administration Council Committee

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Tuesday, April 25, 2023

4:00 PM

Municipal Center, 300 S. Church

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### 1. Call To Order

### 2. Roll Call by City Clerk April Leggett

**Present** 6 - Joe Hafner; Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

**Absent** 1 - Ann Williams

### 3. Approval of minutes

[MIN-23:038](#) Minutes for the Finance Committee Meeting on April 11, 2023

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

**A motion was made by John Street, seconded by Brian Emison, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

**Absent:** 1 - Ann Williams

### 4. New Business

#### *RESOLUTIONS TO BE INTRODUCED*

[RES-23:076](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 219 MILLER, JONESBORO, AR 72401, PARCEL 01-144181-59600, OWNED BY RONNIE & JACQUELINE STANBACK IN THE AMOUNT OF \$5107.25

**Sponsors:** Code Enforcement and Finance

**Attachments:** [219 Miller Affidavit](#)  
[219 Miller Attachments](#)

**A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Charles Coleman; John Street; David McClain; Brian Emison and Anthony Coleman

**Absent:** 1 - Ann Williams

[RES-23:077](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 607 S CULBERHOUSE, JONESBORO, AR 72401, PARCEL 01-143134-16500, OWNED BY SEAN K. DAVIS IN THE AMOUNT OF \$5,298.46

**Sponsors:** Code Enforcement and Finance

**Attachments:** [607 Culberhouse Affidavit](#)  
[607 Culberhouse Attachments](#)

**A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

**Absent:** 1 - Ann Williams

[RES-23:078](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1301 W HUNTINGTON, PARCEL 01-143133-17100, OWNED BY JAMES W. & JESSY T HARRELL IN THE AMOUNT OF \$4,807.24

**Sponsors:** Code Enforcement and Finance

**Attachments:** [1301 W Huntington Affidavit](#)  
[1301 W Huntington Attachments](#)

**A motion was made by John Street, seconded by Brian Emison, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

**Absent:** 1 - Ann Williams

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**

**A motion was made by Brian Emison, seconded by John Street, that this meeting be Adjourned. The motion PASSED with the following vote.**

**Aye:** 5 - Charles Coleman;John Street;David McClain;Brian Emison and Anthony Coleman

**Absent:** 1 - Ann Williams



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: ORD-23:021

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Ordinance

### AN ORDINANCE TO UPDATE CITY OF JONESBORO PURCHASING GUIDELINES TO REFLECT AMENDMENT TO STATE OF ARKANSAS LEGISLATIVE PURCHASING PROCEDURES

WHEREAS, Act 435 of the 2021 Arkansas Legislative session amended state required purchasing procedures; and

WHEREAS, municipal governing bodies shall provide by ordinance the procedure for making all purchases that do not exceed the sum set forth in Ark. Code Ann. 14-58-303; and

WHEREAS, with the proposed update of purchasing guidelines, the approval authority of the Mayor (or designee) remains unchanged.

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

SECTION 1: Purchases up to \$2,000.00 (before sales tax and freight) shall include a purchase requisition and supporting invoice approved by the Department Manager (or designee).

SECTION 2: Purchases between \$2,001.00 and \$5,000.00 (before sales tax and freight), excluding usual, customary and ongoing service or maintenance of city owned equipment, shall include not less than three documented telephone quotes. Approval of the Mayor (or designee) and Finance Director (or designee) will be required. In instances where three or more documented telephone quotes are not obtainable, the Purchasing Agent shall document the said reasons therefore.

SECTION 3: Purchases up to \$3,000.00 (before sales tax and freight), relating to usual, customary and ongoing service or maintenance of city owned equipment, shall include a purchase requisition and supporting invoice approved by the Department Manager (or designee).

SECTION 4: Purchases above \$5,001.00, but less than the amount set forth in Ark. Code Ann. 14-58-303 (before sales tax and freight) shall include not less than three written bids or documented quotes. Approval of the Mayor (or designee) and Finance Director (or designee) will be required. In instances where three or more written bids or documented quotes are not obtainable, the Purchasing Agent shall document the said reasons therefore.

SECTION 5: Purchases that exceed the amount set forth in Ark. Code Ann. 14-58-303, currently \$35,000.00 (before sales tax and freight), the Purchasing Agent shall follow the competitive bidding procedures as outlined in Ark. Code Ann. 14-58-303.

SECTION 6: Beginning January 1, 2025 and on each January 1 at subsequent five-year intervals, Ark. Code Ann. 14-58-303 provides that the amount in section 5 shall be adjusted to reflect the percentage increase in the Consumer Price Index for All Urban Consumers. The adjusted increase and corresponding updated amount, requiring competitive bidding, shall be provided by the Department of Finance and Administration.

SECTION 7: All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

1 State of Arkansas  
2 93rd General Assembly  
3 Regular Session, 2021

# A Bill

SENATE BILL 456

4  
5 By: Senator G. Stubblefield  
6 By: Representative L. Fite

## For An Act To Be Entitled

9 AN ACT TO AMEND THE LAW CONCERNING COMPETITIVE  
10 BIDDING AND PURCHASING PROCEDURES FOR COUNTIES AND  
11 MUNICIPALITIES; AND FOR OTHER PURPOSES.

## Subtitle

15 TO AMEND THE LAW CONCERNING COMPETITIVE  
16 BIDDING AND PURCHASING PROCEDURES FOR  
17 COUNTIES AND MUNICIPALITIES.

18  
19  
20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21  
22 SECTION 1. Arkansas Code § 14-22-102 is amended to read as follows:  
23 14-22-102. Applicability.

24 (a) It is unlawful for ~~any a~~ county official to make ~~any purchases a~~  
25 purchase with county funds in excess of ~~twenty thousand dollars (\$20,000)~~  
26 thirty-five thousand dollars (\$35,000), unless the method of purchasing  
27 prescribed ~~in~~ under this chapter is followed.

28 (b) This chapter ~~shall~~ does not apply to ~~any purchases a purchase~~  
29 under ~~twenty thousand dollars (\$20,000)~~ thirty-five thousand dollars  
30 (\$35,000) or to the purchase of commodities ~~set forth in~~ under § 14-22-106.

31 (c)(1) Beginning January 1, 2025, and on each January 1 at subsequent  
32 five-year intervals, the amounts under subsections (a) and (b) of this  
33 section shall be adjusted to reflect the percentage increase in the Consumer  
34 Price Index for All Urban Consumers or its successor, as published by the  
35 United States Department of Labor for the five (5) years immediately  
36 preceding the percentage increase, and rounded to the nearest whole number.



1           (2) Following a percentage increase under subdivision (c)(1) of  
 2 this section, the Department of Finance and Administration shall provide each  
 3 county and Arkansas Legislative Audit with the percentage increase and the  
 4 corresponding updated amounts under this section.

5  
 6           SECTION 2. Arkansas Code § 14-22-104 is amended to read as follows:  
 7           14-22-104. Purchases permitted.

8           ~~All purchases of commodities~~ (a) A purchase of a commodity made by ~~any~~  
 9 a county purchasing official with county funds, except those specifically  
 10 exempted by this chapter, shall be made as follows:

11           (1) Formal bidding ~~shall be~~ is required in each instance in  
 12 which the estimated purchase price ~~shall equal or exceed twenty thousand~~  
 13 ~~dollars (\$20,000)~~ equals or exceeds thirty-five thousand dollars (\$35,000);

14           (2) ~~Open~~ An open market ~~purchases~~ purchase may be made of ~~any~~  
 15 ~~commodities where~~ a commodity if the purchase price is less than ~~twenty~~  
 16 ~~thousand dollars (\$20,000)~~ thirty-five thousand dollars (\$35,000); and

17           (3) ~~No~~ A purchasing official shall not parcel or split any items  
 18 of commodities or estimates with the intent ~~or purpose~~ to change the  
 19 classification or to enable the purchase to be made under a less restrictive  
 20 procedure.

21           (b)(1) Beginning January 1, 2025, and on each January 1 at subsequent  
 22 five-year intervals, the amount under subsection (a) of this section shall be  
 23 adjusted to reflect the percentage increase in the Consumer Price Index for  
 24 All Urban Consumers or its successor, as published by the United States  
 25 Department of Labor for the five (5) years immediately preceding the  
 26 percentage increase, and rounded to the nearest whole number.

27           (2) Following a percentage increase under subdivision (b)(1) of  
 28 this section, the Department of Finance and Administration shall provide each  
 29 county and Arkansas Legislative Audit with the percentage increase and the  
 30 corresponding updated amounts under this section.

31  
 32           SECTION 3. Arkansas Code § 14-22-106(17), concerning county commodity  
 33 purchases exempted from bid solicitation, is amended to read as follows:

34           (17)(A) New motor vehicles purchased from a licensed automobile  
 35 dealership located in Arkansas for an amount not to exceed the fleet price  
 36 awarded by the Office of State Procurement and in effect at the time the

1 county submits the purchase order for the same make and model motor vehicle,  
 2 which may include additional options that were available for bid and  
 3 purchased under state contract at the state bid option price.

4 (B) The purchase amount for a new motor vehicle may  
 5 include additional ~~options~~ after-market equipment that was not available  
 6 under the state contract up to ~~six hundred dollars (\$600)~~ one thousand two  
 7 hundred dollars (\$1,200) over the fleet price awarded;

8  
 9 SECTION 4. Arkansas Code § 14-58-104 is amended to read as follows:  
 10 14-58-104. Specific purchases and contracts - Commodities.

11 ~~(a)~~ The ~~municipal~~ governing body of a city of the first class, city of  
 12 the second class, or an incorporated town may purchase the following  
 13 commodities without soliciting bids:

14 (1) ~~Motor fuels, oil, asphalt, asphalt oil, and natural gas; and~~

15 ~~(2) New motor vehicles from a motor vehicle dealer licensed~~  
 16 ~~under the Arkansas Motor Vehicle Commission Act, § 23-112-101 et seq., if the~~  
 17 ~~motor vehicle is purchased for an amount not to exceed the fleet price~~  
 18 ~~awarded by the Office of State Procurement and in effect at the time the~~  
 19 ~~municipal governing body of a city of the first class, city of the second~~  
 20 ~~class, or an incorporated town submits the purchase order for the same make~~  
 21 ~~and model motor vehicle.~~ Perishable foodstuffs for immediate use;

22 (2) Unprocessed feed for livestock and poultry;

23 (3) Advanced emergency medical services provided by a nonprofit  
 24 corporation and proprietary medicines if specifically requested by a  
 25 professional employee;

26 (4) Books, manuals, periodicals, films, and copyrighted  
 27 educational aids for use in libraries and other informational material for  
 28 institutional purposes;

29 (5) Scientific equipment and parts;

30 (6) Replacement parts and labor for repairs of machinery and  
 31 equipment;

32 (7) Commodities available only from the United States  
 33 Government;

34 (8)(A) Any commodities needed in instances in which an  
 35 unforeseen and unavoidable emergency has arisen in which human life, health,  
 36 or public property is in jeopardy.

1                   (B) An emergency purchase under subdivision (8)(A) of this  
2 section shall not be approved unless a statement in writing is attached to  
3 the purchase order describing the emergency necessitating the purchase of the  
4 commodity without competitive bidding;

5                   (9) Utility services, purchased at wholesale or the rates for  
6 which are subject to regulation by a state agency or a federal regulatory  
7 agency;

8                   (10) Sand, gravel, soil, lumber, used pipe, or used steel;

9                   (11)(A) Used or secondhand motor vehicles, machinery, or  
10 equipment.

11                   (B) A used or secondhand motor vehicle that has been under  
12 lease to a municipality and has fewer than five thousand (5,000) miles of use  
13 shall not be purchased except upon competitive bids as provided in this  
14 chapter;

15                   (12) Machinery, equipment, facilities, or other personal  
16 property purchased or acquired for or in connection with the securing and  
17 developing of industry under the Municipalities and Counties Industrial  
18 Development Revenue Bond Law, § 14-164-201 et seq., or any other provision of  
19 law pertaining to the securing and developing of industry;

20                   (13) Registered livestock to be used for breeding purposes;

21                   (14) Motor fuels, oil, asphalt, asphalt oil, and natural gas;

22                   (15) Motor vehicles, equipment, machinery, material, or supplies  
23 offered for sale at public auction or through a process requiring sealed  
24 bids;

25                   (16) All goods and services that are regularly provided to state  
26 agencies and municipal government by the Division of Correction's various  
27 penal industries;

28                   (17)(A) New motor vehicles purchased from a licensed automobile  
29 dealership located in Arkansas for an amount not to exceed the fleet price  
30 awarded by the Office of State Procurement and in effect at the time the  
31 municipality submits the purchase order for the same make and model motor  
32 vehicle.

33                   (B) The purchase amount for a new motor vehicle may  
34 include additional options up to six hundred dollars (\$600) over the fleet  
35 price awarded;

36                   (18) Renewal or extension of the term of an existing contract;



1           (19) Purchase of insurance for municipal employees, including  
 2 without limitation health insurance, workers' compensation insurance, life  
 3 insurance, risk management services, or dental insurance;

4           (20) Goods or services if the governing body has approved by  
 5 resolution the purchase of goods or services through competitive bidding or  
 6 procurement procedures used by:

7                   (A) The United States Government or one (1) of its  
 8 agencies;

9                   (B) Another state; or

10                   (C) An association of governments or governmental  
 11 agencies, including associations of governments or governmental agencies  
 12 below the state level; and

13           (21)(A) Goods or services available only from a single source.

14                   (B) A purchase under this subdivision (21) shall be  
 15 supported with:

16                           (i) Documentation concerning the exclusivity of the  
 17 single source; and

18                           (ii) A written proclamation from the chief executive  
 19 filed with the clerk or recorder that sets forth the basis for the single  
 20 source procurement.

21           ~~(b) The municipal governing body of a city of the first class, city of~~  
 22 ~~the second class, or an incorporated town may renew or extend the term of an~~  
 23 ~~existing contract without soliciting bids.~~

24  
 25           SECTION 5. Arkansas Code § 14-58-303(b), concerning municipal  
 26 purchases and contracts, is amended to read as follows:

27           (b)(1)(A) Except as provided under § 14-58-104, the ~~municipal~~  
 28 governing body of any city of the first class shall provide by ordinance the  
 29 procedure for making all purchases ~~which that~~ do not exceed the sum of ~~twenty~~  
 30 ~~thousand dollars (\$20,000)~~ thirty-five thousand dollars (\$35,000).

31                   (B) Except as provided under § 14-58-104, the ~~municipal~~  
 32 governing body of any city of the second class or incorporated town may  
 33 provide by ordinance the procedure for making all purchases.

34           (2)(A)(i) Except as provided under § 14-58-104, in a city of the  
 35 first class ~~where in which~~ the amount of expenditure for any purpose or  
 36 contract exceeds the sum of ~~twenty thousand dollars (\$20,000)~~ thirty-five

1 thousand dollars (\$35,000), the mayor or the mayor’s authorized  
2 representative shall invite competitive bidding on the purpose or contract by  
3 legal advertisement in any local newspaper.

4 (ii) Bids received pursuant to the advertisement  
5 shall be opened and read on the date set for receiving the bids in the  
6 presence of the mayor or the mayor’s authorized representative.

7 (iii) The mayor or the mayor’s authorized  
8 representative ~~shall have~~ has exclusive power to award the bid to the lowest  
9 responsible bidder, ~~but~~ and may reject any and all bids received.

10 (B) The governing body by ~~ordinance~~ resolution may waive  
11 the requirements of competitive bidding in exceptional situations where this  
12 procedure is deemed not feasible or practical or as provided under § 14-58-  
13 104.

14 (C) Cities of the first class, cities of the second class,  
15 and incorporated towns may accept competitive bids in the following forms:

- 16 (i) Written; or
- 17 (ii) Electronic media.

18 (3)(A) Beginning January 1, 2025, and on each January 1 at  
19 subsequent five-year intervals, the amounts under this subdivision shall be  
20 adjusted to reflect the percentage increase in the Consumer Price Index for  
21 All Urban Consumers or its successor, as published by the United States  
22 Department of Labor for the five (5) years immediately preceding the  
23 percentage increase, and rounded to the nearest whole number.

24 (B) Following a percentage increase under subdivision  
25 (c)(1) of this section, the Department of Finance and Administration shall  
26 provide each city of the first class and Arkansas Legislative Audit with the  
27 percentage increase and the corresponding updated amounts under this section.

28  
29 SECTION 6. Arkansas Code § 14-58-304 is amended to read as follows:  
30 14-58-304. Purchase of insurance.

31 ~~The~~ Except as provided under § 14-58-104, the purchase of all types of  
32 insurance by cities of the first class, cities of the second class, or  
33 incorporated towns shall be ~~is~~ governed by ~~the provisions of~~ § 14-58-303.

34  
35 SECTION 7. Arkansas Code § 14-58-305(a), concerning municipal payment  
36 of claims, is amended to read as follows:

1 (a) In a city of the first class, city of the second class, or  
2 incorporated town, the mayor or his duly authorized representative may  
3 approve or disapprove for payment out of funds previously appropriated for  
4 that purpose, ~~or disapprove, any bills, debts, or liabilities asserted as~~  
5 legal claims asserted or brought against the city or town.

6  
7 SECTION 8. Arkansas Code § 14-58-303 is amended to read as follows:  
8 14-58-308. Bonds of officers and employees.

9 (a) All officers and employees of a city of the first class, city of  
10 the second class, or incorporated town handling financial matters for the  
11 city or town shall furnish a fidelity bond in such amount, on such form, and  
12 with such security as may be approved by the municipal governing body.

13 (b) The premiums on these bonds shall be paid by the city or town.

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16 **APPROVED: 3/24/21**  
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# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:079

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO APPLY FOR THE FY2023 COPS (COMMUNITY ORIENTED POLICING SERVICES) HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE

WHEREAS, applications are now being accepted for the COPS Hiring Program for 2023; and

WHEREAS, the COPS Hiring Program is funded at \$125,000 per new position for the first three years and 100% local funds for the fourth year; and

WHEREAS, the City of Jonesboro is seeking funding up to \$992,467.91 for the employment of five police officers (salaries and benefits) of which \$625,000 is federally funded and \$367,467.91 would be the local match for the first three years and up to \$1,012,317.27 for the fourth year, and;

WHEREAS, if the grant is awarded, a request will be submitted to the City Council to increase the 2023 budget for the amount of local match needed for the balance of the year, and the remaining local match will be included in future budget requests.

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

SECTION 1: The Jonesboro, Arkansas City Council supports the submission of the 2023 application to the COPS Hiring Program for the employment of five police officers.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all necessary documents to effectuate the grant application.

SECTION 3: The Grants and Community Development office is hereby authorized by the City Council for the City of Jonesboro to submit all necessary documents for this federal program.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:084

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE RESTROOM AND CONCESSION STAND FOR JOE MACK CAMPBELL PARK (2023:11)

WHEREAS, the City of Jonesboro desires to accept the low bid and enter into a contract for the Restroom and Concession Stand for Joe Mack Campbell project; and

WHEREAS, the low bidder and the firm selected for the project is Bailey Contractors, Inc.; and

WHEREAS, funding for the execution of the contract shall come from Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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

Section 1: That the City of Jonesboro shall accept the low bid and enter into a contract with Bailey Contractors, Inc. for the Restroom and Concession Stand for Joe Mack Campbell project.

Section 2. That funding for the execution of the agreement shall come from Capital Improvement budget and compensation shall be paid in accordance with the agreement.

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



Budgeted Amount \$579,500.00

Opened by SA Kent  
 Tabulated by T Cooper

Bid #: 2023:11  
 Date: 04/19/23

DIVISIONS/DEPARTMENT: Parks	Bailey Construction						
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.							

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	1	JMC Bathroom/Concession		\$699,000.00						
		Bid Bond		Yes						
		Signed		Yes						



**Specifications**

**For**

**Restroom and Concession Stand**  
**for Joe Mack Campbell Park**

**(Bid #2023:11)**  
**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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

**ADDENDUM NO. 1 – 2023:11**  
**CITY OF JONESBORO**  
**RESTROOM AND CONCESSION STAND FOR JOE MACK CAMPBELL PARK**  
**APRIL 13, 2023**

**TO:** Proposal Holders – 2023:11  
**SUBJECT:** Plan Clarification

**Item 1: Sheet C100**

Existing parking lot adjacent to building site may be used as a layout area during construction, within reason. Contractor shall keep the area neat and clean during use, and restore the area to pre-use condition at the end of use.

**Item 2: Sheet A401**

A smooth-face CMU shall replace the precast water tables called out on the wall section details on Sheet A401. Exact color of CMU to be selected by Owner from samples provided by Contractor prior to install.

**Item 3: Sheet E103**

Electrical Service – 2-inch secondary conduit to extend roughly 80-feet northeast of proposed building pad to a new power pole and pole-mounted transformer to be provided and installed by CWL. The primary conduit and pad mounted transformer call out on Sheet E103 is to be deleted from bid.

***LIST ADDENDUM NO. 1 ON THE ACKNOWLEDGEMENT FORM IN THE FRONT OF YOUR PROPOSAL. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND DATING THE FORM. ATTACH THIS ADDENDUM LETTER INSIDE THE FRONT COVER OF YOUR PROPOSAL. ACKNOWLEDGEMENT MUST BE MADE AND THE FORM RETURNED WITH THE PROPOSAL.***

Sincerely,



Craig Light  
City Engineer

Attachment



**ADDENDUM NO. 2 – 2023:11  
CITY OF JONESBORO  
RESTROOM AND CONCESSION STAND FOR JOE MACK CAMPBELL PARK  
APRIL 17, 2023**

**TO:** Proposal Holders – 2023:11  
**SUBJECT:** Specification Clarification

**Item 1: Specifications**

The attached form shall be completed and attached to Page 8 (LUMP SUM BID) of the Specifications.

***LIST ADDENDUM NO. 2 ON THE ACKNOWLEDGEMENT FORM IN THE FRONT OF YOUR PROPOSAL. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND DATING THE FORM. ATTACH THIS ADDENDUM LETTER INSIDE THE FRONT COVER OF YOUR PROPOSAL. ACKNOWLEDGEMENT MUST BE MADE AND THE FORM RETURNED WITH THE PROPOSAL.***

Sincerely,



Craig Light  
City Engineer

Attachment

GENERAL CONTRACTOR: Name: \_\_\_\_\_

1. License No .. \_\_\_\_\_

LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licenses or work amount.

B. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.

1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:

C. MECHANICAL (Indicative of HVACR): Name- \_\_\_\_\_

1. License No .. \_\_\_\_\_

2. Is the amount of work \$50,000 or over: Yes \_\_\_ No \_\_\_

D. PLUMBING: Name- \_\_\_\_\_

1. License No .. \_\_\_\_\_

2. Is the amount of work \$50,000 or over: Yes \_\_\_ No \_\_\_

E. ELECTRICAL: Name- \_\_\_\_\_

1. License No .. \_\_\_\_\_

2. Is the amount of work \$50,000 or over: Yes \_\_\_ No \_\_\_

F. ROOFING & SHEETMETAL: Name- \_\_\_\_\_

1. License No .. \_\_\_\_\_

2. Is the amount of work \$50,000 or over: Yes \_\_\_ No \_\_\_

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- VII. CONTRACT
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- IX. ANTI-COLLUSION AND DEBARMENT CERTIFICATION
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- XI. SUPPLEMENTAL GENERAL CONDITIONS
- XII. SPECIAL CONDITIONS
- XIII. TECHNICAL SPECIFICATIONS

## I. ADVERTISEMENT FOR BIDS

Sealed bids for the Restroom and Concession Stand for Joe Mack Campbell Park 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 19, 2023 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to Construct a Restroom and Concessions Building. All Submissions shall be annotated on the outside of the envelope with the bid number 2023:11.

The project consists of the Earthwork, Concrete, Structural Steel, Masonry, Metal and Wood Framing, Plumbing, Electrical, and Roofing.

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. Total Base Bid will equal Invoice Price.

There must be a bid on all items which may appear on the Unit Price Schedule. No bid will be considered which covers only a part of the work. A conditional bid will not be considered.

The bid form and Unit Price Schedule shall not be detached, but shall be **submitted in the original binding** as furnished by the Engineer. Submission must be at the place, and at or prior to the time specified in the Advertisement for Bids.

The Anti-Collusion and Debarment Certification in Section IX must be executed and submitted with the bids at the time proposals are submitted.

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Restroom and Concession Stand for Joe Mack Campbell Park, Bid Number 2023:11 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 Jonesboro City Hall  
Date April 19, 2023

Proposal of Bailey Contractors Inc

a corporation organized and existing under the laws of the State of Arkansas.

or

Proposal of N/A

a partnership consisting of N/A

or

Proposal of N/A

an individual doing business as N/A

**TO: City of Jonesboro**

This bid results from your advertisement for bids for the Restroom and Concession Stand for Joe Mack Campbell Park.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to furnish all material, supplies, equipment, and appliances specified for incorporation into the project and to furnish all labor, tools, equipment, and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within two hundred seventy (270) 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):

ADDEN # 1 Dated April 13, 2023

ADDEN # 2 Dated April 17, 2023

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 Dollars (\$ 5010 ), 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.

Lana Bailey  
(Witness)

3557 CR 324

BOW, AR 72414  
(Address)

BAILEY CONTRACTORS INC  
(Name of Bidder)

By K. Bailey

KEVIN BAILEY, PRESIDENT  
(Print Name and Title)

2307 Congress Cove

Jonesboro, Ar. 72401  
(Office Address of Bidder)

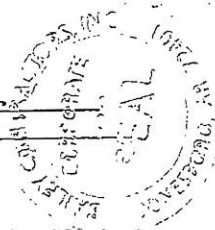
K.B.

NOTES: Sign in ink. Do not detach.  
Items must be bid upon as specified in the Lump Sum Bid Schedule.



GENERAL CONTRACTOR: Name: Bailey Contractors Inc.

1. License No. 0180240423



LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licenses or work amount.

B. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.

1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:

C. MECHANICAL (Indicative of HVACR): Name- DIXIE CONTRACTORS INC.

1. License No. 038940623

2. Is the amount of work \$50,000 or over: Yes  No

D. PLUMBING: Name- DIXIE CONTRACTORS INC.

1. License No. 038940623

2. Is the amount of work \$50,000 or over: Yes  No

E. ELECTRICAL: Name- PRECISE HEATING AIR & ELECTRICAL INC.

1. License No. 0222630523

2. Is the amount of work \$50,000 or over: Yes  No

F. ROOFING & SHEETMETAL: Name- JONESBORO ROOFING CO., INC.

1. License No. 0010581123

2. Is the amount of work \$50,000 or over: Yes  No

**V. BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, Bailey Contractors, Inc., as PRINCIPAL, and

SureTec Insurance Company, as SURETY, are held and firmly bound unto the

City of Jonesboro, hereinafter called the OWNER in the penal sum of \_\_\_\_\_

Five Percent of Amount Bid

(\$ 5%), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated April 19, 2023, for the Restroom and Concession Stand for Joe Mack Campbell Park.

NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 19th day of April, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

Bailey Contractors, Inc.

K. Bailey  
(Principal)

By Kevin Bailey

President  
(Title)

2307 Congress Cove

Jonesboro, AR 72401  
(Address)



Lana Bailey  
(Witness)  
2307 Congress Cove  
Jonesboro, AR 72401

SEAL



Jenna Allen  
Jenna Allen, Bond Account Manager

SureTec Insurance Company

Richard H. Whitley  
(Corporate Surety)

By Richard H. Whitley, Attorney-in-Fact

P.O. Box 382007

Memphis, TN 38183-2007  
(Address)

NOTE: Power-of-attorney for person signing for surety company must be attached to bond.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27<sup>th</sup> day of August, A.D. 2020.

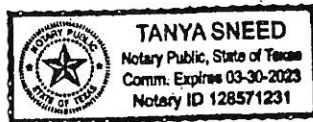


SURETEC INSURANCE COMPANY

By: Michael C. Keimig  
Michael C. Keimig, President

State of Texas                      ss:  
County of Harris

On this 27<sup>th</sup> day of August, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 19<sup>th</sup> day of April, 2023, A.D.

M. Brent Beaty  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**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. **BAILEY CONTRACTORS INC**
2. Permanent main office address. **2307 Congress Cove  
Jonesboro, AR 72401**
3. When organized. **MAY 2008**
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? **15**
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). **SEE ATTACHMET. A**
7. General character of work performed by your company. **Demolition, Concrete  
Doors, Frames, Hardware, Carpentry**
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. **SEE ATTACHMENT B**
12. List your major equipment available for this Contract.  
**DOZER, BACKHAT SKID STEER, EXCAVATOR, SKI TRACK, SIZOR LIFTS**
13. Experience in construction work similar in importance to this project.  
**BAILEY CONTRACTORS HAS BUILT TWO CONCESSIONS FOR THE CITY.**
14. Background and experience of the principal members of your organization, including the officers. **SEE ATTACHMENT C**
15. Credit available: \$ **2,000,000.00**
16. Give Bank reference: **ARVEST BANK - MAKE MORROW**



## Attachment A

### SECTION 3.4 MAJOR CONSTRUCTION PROJECTS IN PROGRESS

#### Judd Hill

3000 Aggie Road Bldg. A.  
Jonesboro, AR 72401  
Contract Amount: \$2,919,087.39  
Percentage Complete: 85%  
Scheduled Completion Date: June 31<sup>st</sup>, 2023  
Owner: Arkansas State University-Jonesboro  
Architect: Jeff Steiling

#### Rainwater Cox Addition

915 Enterprise Drive  
Jonesboro, AR 72401  
Contract amount: \$853,939.90  
Percentage complete: 90%  
Scheduled completion date: May 3<sup>rd</sup>, 2023  
Owner: Rainwater Cox LLC  
Architect: Paul Hoelscher

#### Cavanaugh Hyundai

3315 South Stadium Blvd.  
Jonesboro, AR 72404  
Contract Amount: \$6,735,134.56  
Percentage Complete: 17%  
Scheduled Completion Date: January 31<sup>st</sup>, 2024  
Owner: Cavanaugh Properties  
Architect: Architecture 101 Design Studio

#### Jonesboro High School Renovations to Multipurpose Space

301 Hurricane Drive  
Jonesboro, AR 72401  
Contract Amount: \$763,513.70  
Percentage Complete: 85%  
Scheduled Completion Date: May 31<sup>st</sup>, 2023  
Owner: Jonesboro Public Schools  
Architect: Jeff Steiling

#### The Learning Center Elementary Addition

2808 Fox Meadow Lane  
Jonesboro, AR 72401  
Contract Amount: \$738,132.56  
Percentage Complete: 12%

Scheduled Completion Date: September 31<sup>st</sup>, 2023

Architect: Jeff Steiling

**Greene County Auxiliary Services Building**

4412 Fairview Road

Paragould, Ar. 72450

Contract Amount: \$3,615,889.00

Percentage Complete: 5%

Scheduled Completion Date: June 1<sup>st</sup>, 2024

Architect: Fisher Arnold

## Attachment B

### 3.5 Major Construction Projects Completed

2022 Crye-Leike Commercial Retail Center \$2,052,151.50  
2907 Caraway Rd. Jonesboro, AR 72401  
Harold E. Crye Revocable Living Trust, Owner

Jonesboro High School Classroom Addition \$12,722,552.22  
301 Hurricane Drive Jonesboro, AR 72401  
Jonesboro School District No. 1, Owner

Andy's Self Storage \$2,005,084.95  
4119 Stadium Blvd. Jonesboro, AR 72401  
Scott Young, Owner

Sanctuary Church \$2,785,566.09  
3111 Rook Rd. Jonesboro, AR 72401  
Daniel G. White, Owner

ASUN New Shade Canopy \$379,873.82  
5504 Kreuger Dr. Jonesboro, AR 72401  
ASUN, Owner

Star Transportation \$362,794.76  
3201 Highland Dr. Jonesboro, AR  
Lonestar, Owner

JHS 2<sup>nd</sup> Floor \$318,741.17  
301 Hurricane Drive, Jonesboro, AR 72401  
Jonesboro School District No. 1, Owner

City of Jonesboro Maintenance Facility \$1,148,069.57  
515 West Washington, Jonesboro, AR 72401  
City of Jonesboro, Owner

2021 Blue Sky-New Office Building \$1,687,718.36  
10843 Hwy 49 Brookland, AR 72417  
Blue Sky Technologies, Owner

Buddy Furniture \$228,302.00  
Hwy. 67 B Walnut Ridge, AR 72476  
Geron Vail, Owner

Baker Health Care \$249,372.89  
202 S. Rodney Parham Little Rock, AR 72206  
Julia C. Robison, Owner

Jonesboro Municipal Airport \$1,369,970.17  
3901 Lindberg Drive, Jonesboro, AR 72401  
Jonesboro Municipal Airport, Owner

**2020** The Learning Center PT/OT Addition \$825,354.64  
2808 Fox Meadow Lane Jonesboro, AR 72401  
The Learning Center, Owner

Chicken Salad Chick-Conway \$382,846.00  
2235 Dave Ward Drive Suite 301 Conway, AR 72034  
Central Chick LLC, Owner

Bay Schools Mechanical Upgrades \$279,029.67  
700 School Street Bay, AR 72411  
Bay School District, Owner

Mike McDaniel Shop \$188,042.00  
193 CR 788 Jonesboro, AR 72401  
Mike McDaniel, Owner

ASUN Equipment Repair \$306,615.27  
7648 Victory Blvd. Newport, AR 72112  
Arkansas State University Newport, Owner

Journey Church Kids Expansion \$1,942,967.46  
1701 Disciple Drive Jonesboro, AR 72401  
Journey Church, Owner

Walnut Ridge National Guard Armory Latrine \$325,976.82  
1121 SE Front Street Walnut Ridge, AR 72476  
Walnut Ridge National Guard Armory, Owner

Jonesboro Country Club Kitchen Renovation \$901,474.39  
1408 E. Nettleton Ave. Jonesboro, AR 72401  
Jonesboro Country Club, Owner

Ridge Runner Beef Processor \$250,000.00  
5642 CR 333 Jonesboro, AR 72401  
Robert Montgomery, Owner

**2019** Jonesboro High School Robotics Lab \$192,888.74  
301 Hurricane Drive, Jonesboro, AR 72401  
Monroe Pointer, Facilities Director 870-933-5862

Jonesboro Public Library Remodel \$154,130.35  
215 West Oak Street, Jonesboro, AR 72401  
Craighead County Judge, Marvin Day 870-933-4500

Cavanaugh GMC Shop Addition \$600,000.00  
3487 Hwy. 67 N., Walnut Ridge, AR 72476  
Cavanaugh Properties, Owner

Northeast Arkansas Federal Credit Union \$2,406,074.00  
2909 Hwy.49N Paragould, AR 72450  
Northeast Arkansas Credit Union, Owner

Cavanaugh Chrysler Jeep Dodge Dealership \$2,728,031.00  
3507 Hwy. 67 N. Walnut Ridge, AR 72450  
Cavanaugh Trust Properties, Owner

ASU Ellis Library Exterior Repairs \$542,701.50  
322 University Loop Circle Jonesboro, AR 72401  
Arkansas State University, Owner

ASU Newport Student Center Renovations \$687,121.45  
7648 Victory, Newport AR 72112  
Craighead County, Owner

ASU Northend Parking Deck \$201,478.86  
111 N. Caraway Road Jonesboro, AR 72401  
Arkansas State University, Owner

Craighead County Crisis Unit \$758,500.00  
837 Willett Road Jonesboro, AR 72401  
Craighead County, Owner

Renovations to Baker Health Care \$450,000.00  
824 Cobb Street Jonesboro, AR 72401  
Baker Health Care, Owner

- 2018** Awaken Church \$634,071.50  
 2101 Fowler Suite A, Jonesboro, AR 72401  
 Chad Gonzales, Pastor 870-938-0522
- Car Choice of Memphis \$749,003.76  
 2514 Mt. Moriah Road, Memphis, TN 38134  
 Ray Osment, Owner 870-336-3941
- Chicken Salad Chick \$730,000.00  
 2821 Parkwood Road, Jonesboro, AR 72401  
 NEA Chick, LLC, Melissa Hardcastle 251-583-8838
- Success Academy Re-roof and HVAC Replacement \$887,260.42  
 613 N. Fisher Street, Jonesboro, AR 72401  
 Monroe Pointer, Facilities Director 870-933-5862
- JPS NEACTC Welding Shop \$294,075.50  
 1727 South Main, Jonesboro, AR 72401  
 Monroe Pointer, Facilities Director 870-933-5862
- Joe Mack Campbell Park Shop Building \$849,057.90  
 310 CWL Drive, Jonesboro, AR 72401  
 City of Jonesboro, Craig Light, Engineering Director 870-932-2438
- Joe Mack Campbell Park Concession Building \$579,000.00  
 531 CWL Drive, Jonesboro, AR 72401  
 City of Jonesboro, Craig Light, Engineering Director 870-932-2438
- Southside Concession Building \$695,647.08  
 5003 South Stadium Blvd., Jonesboro, AR 72401  
 City of Jonesboro, Craig Light, Engineering Director 870-932-2438
- Fire Protection of Arkansas \$1,517,769.90  
 4204 Southwest Drive, Jonesboro, AR 72404  
 Rusty Bradley, Owner 870-932-2643
- Home IV Renovation \$509,920.00  
 206 N. Main, Jonesboro, AR 72401  
 Julia Robison, Owner 870-926-4605
- 2017** Showroom for Mid-South Plumbing \$766,571.00  
 2630 East Highland Drive, Jonesboro, AR 72401  
 Warren and Tina Coots, Owners 870-932-8329
- Northeast Arkansas Federal Credit Union Blytheville Renovations \$425,000.00  
 221 N. Broadway Street, Blytheville, AR 72315  
 Sherry Gray, CEO 870-930-6236

Academies Classroom Addition to Jonesboro High School \$2,344,913.59  
301 Hurricane Drive, Jonesboro, AR 72401  
Monroe Pointer, Facilities Director 870-933-5862

New Showroom Facility for Car Choice \$1,584,465.00  
3000 Stadium Boulevard & Parker Road, Jonesboro, AR 72401  
Ray Osment, Owner 870-336-3941

Hounds Hideaway \$613,964.51  
100 Congress Circle, Jonesboro, AR 72401  
Chad and Lacey Vance, Owners 870-938-0138

Woodlawn Assisted Living Facility \$4,781,444.51  
2800 Neeley Street, Batesville, AR 72501  
Penny Reuter, Facility Director 870-613-1946

Farmers Market for City of Wynne \$383,104.15  
101 E. Merriman Avenue, Wynne, AR 72396  
Bob Stacy, Mayor 870-238-0027

City of Jonesboro Central Fire Station \$501,193.00  
3215 E. Johnson Ave., Jonesboro, AR 72401  
Craig Light, Engineering Director 870-932-2438

Arkansas State University – Miscellaneous Renovations \$1,800,000.00  
2105 Aggie Rd., Jonesboro, AR 72401  
Rusty Stroud, Director of Construction 870-972-2066

**2016** ASU Ashley ADA Village Interiors Phase 2 \$1,693,064.38  
Arkansas State University-Jonesboro, AR 72467  
Rusty Stroud, Director of Construction 870-972-2066

Black River Technical College Fire Training Tower \$818,992.00  
1410 HWY 304 East, Pocahontas, AR 72455  
Ronnie Walker, Construction Manager 870-248-4000

ASU-Dyess Johnny Cash Theatre Renovations \$1,137,114.03  
110 Main, Dyess, AR 72330  
Kyle Cooper, Project Manager 870-275-2763

ASU Convocation Center Cooling Tower Replacement \$590,736.01  
217 Olympic Drive, Jonesboro, AR 72401  
Rusty Stroud, Director of Construction 870-972-2066

ASU ABI Control Retrofit \$472,970.13

Lab Science East and West Buildings, State University, AR 72401  
Rusty Stroud, Director of Construction 870-972-2066

**2015** Jets Regional Transfer Center \$1,126,356.00  
713 Caraway Road, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Stone Street Church of Christ \$1,235,360.76  
514 Airport Road, Jonesboro, AR 72401  
Kemuel Camp, 870-930-6970

Thomas and Betts Breakroom/Training Room \$249,920.75  
5601 East Highland Drive, Jonesboro, AR 72401  
Dennis J. McGee, Facility Manager 864-419-3459

Jonesboro Kindergarten Center Classroom Addition \$808,634.50  
618 West Nettleton, Jonesboro, AR 72404  
Monroe Pointer, Facilities Director 870-933-5862

CWL Therapy Providers of Arkansas Remodel \$301,772.00  
300 West Jefferson, Jonesboro, AR 72401  
Kevan Imboden, Owner's Representative 870-926-9152

**2014** ASU Dyess Theater Reconstruction \$1,137,114.03  
110 Center Drive, Dyess, AR 72330  
Dr. Ruth Hawkins, Director ASU Heritage Sites 870-972-2803

High School Auditorium Renovations \$709,784.95  
406 Wilkerson Drive, Newport, AR 72112  
Larry Bennett, Superintendent 870-926-9152

Paragould Hearing Aid Center \$182,901.00  
913 W. Court Street, Paragould, AR 72450  
James and Brenda Mason, Owner 870-926-9152

Jackson County School Renovation \$681,687.67  
P.O. Box 1070, Tuckerman AR 72473  
Jackson County School District 870-349-2232

ASU Soccer and Tennis Facility \$1,015,513.59  
309 Red Wolf Trail, State University, AR 72467  
Rusty Stroud, Director of Construction 870-972-2066

**2013** ASU-Newport New Physical Plant Building \$332,716.84  
Krueger Drive, Jonesboro, AR 72401  
Adam Adair, Vince Chancellor 501-230-2999

JPS Kindergarten Addition \$519,750.00



Nettleton Avenue, Jonesboro, AR 72401  
Monroe Pointer, Director of Facilities 870-933-5800

ASU-Newport Hospitality Education Building \$2,810,896.52  
Krueger Drive, Jonesboro, AR 72401  
Adam Adair, Vice Chancellor 501-230-2999

Airgas MidSouth Facility \$536,903.00  
Airgas USA, LLC 4206 Access Road, Jonesboro, AR 72401  
Randy Pugsley, Store Manager 870-919-4109

Westside Elementary Classroom/Cafeteria Wing Addition \$3,172,158.00  
Westside Consolidated School District 1630 Hwy 91 West, Jonesboro, AR 72401  
Shannon Davis, School Board President 870-926-5050

**2012** Jaycee Building and Restrooms \$515,000.00  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-General Construction \$645,226.75  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-Concrete \$786,788.00  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

NEA Fairgrounds-Pre-Engineered Metal Building \$2,010,589.50  
Northeast Arkansas Fairgrounds 7001 E. Johnson, Jonesboro, AR 72401  
Eddie Burris, Board President 870-930-4660

**2011** BRTC LETA Building \$580,428.10  
Black River Technical College 140 HWY 304 East, Pocahontas, AR 72455  
Ronnie Walker, Director of Construction 870-378-6588

Vehicle Maintenance Facility \$1,480,361.04  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

ASU-Newport-Collision Repair \$1,228,677.00  
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112  
Adam Adair, Vice Chancellor 501-230-2999

Fueling Depot Facility \$659,583.24  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Jonesboro Warehouse Facility \$1,626,786.07

City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Administration Office Building \$1,204,418.98  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

Gastroenterology Renovation \$326,141.43  
Gastroenterology Specialist 1000 East Matthews, Jonesboro, AR 72401  
Dr. Donovan Stockdale 870-336-0472

ASU Automotive Classroom Renovation \$349,181.00  
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112  
Adam Adair, Vice Chancellor 501-230-2999

Visual and Performing Arts \$480,884.00  
Jonesboro Special School District 2506 Southwest Square, Jonesboro, AR 72401  
Monroe Pointer, Director of Construction 870-930-0996

**2010** ASU Technology Center \$1,453,510.00  
Arkansas State University-Newport 7648 Victory Boulevard, Newport, AR 72112  
Adam Adair, Vice Chancellor 501-230-2999

Jet Office and Dispatch Building \$698,996.00  
City of Jonesboro 2601 Dan Avenue, Jonesboro, AR 72401  
Craig Light, Chief Engineer 870-351-7768

**Kevin Bailey**  
**2307 Congress Cove**  
**Jonesboro, AR. 72401**  
**870-933-9612**  
**Kevin@Baileygc.com**

**CONSTRUCTION MANAGER/ESTIMATOR**

**EXPERIENCE** More than 35 years in construction management and estimating, including accurate takeoffs, estimating, contracting, purchasing, and invoicing.  
Experience in full on-site construction management and land development; effectively schedule, monitor, and inspect all work from start to customer orientation.  
Work effectively with architects, engineers, developers, bankers, contractors, inspectors, and city officials.

**EMPLOYMENT** Bailey Contractors Inc. 4/06-Present

**President**  
Responsible for contractors and all activities on site for commercial construction projects.  
Schedule, monitor, and inspect all work from start to customer orientation.  
• Maintain budgets, process invoices, and control overhead costs.

Olympus Construction Inc. 2/00-4/06

**Senior Project Manager**  
Responsible for all estimating, and management of up to seven multimillion dollar projects at one time. From bidding, to contract and through construction.  
• Managed day to day operations of office staff and all project managers.

B. B. Vance & Sons 5/91-5/97

**Project Manager**  
Responsible for scheduling, monitoring, and inspecting assigned commercial projects.  
Performed customer service and orientations in a professional manner for projects valued up to \$5 million.

Ramsons, Inc. 5/85-5/91

**Estimator**  
Provided estimates on different projects, ranging from schools, to industrial warehousing.

**EDUCATION** Arkansas State University 1985-1988

**Major: Business Administration**

Multiple estimating classes

**Community Service** City of Jonesboro Planning Commission 2015-Present  
City of Jonesboro Board of Zoning and Adjustments 2021- Present  
Community Board Member at Arvest Bank  
Reserve Deputy for Craighead County Sheriff's Department for over 12 years

**Lee Teague**  
**2307 Congress Cove**  
**Jonesboro, AR 72401**  
**870-933-9612**  
**Lee@Baileygc.com**

**CONSTRUCTION MANAGER/ESTIMATOR**

**EXPERIENCE** More than 26 years in construction management and estimating, including accurate takeoffs, estimating, contracting, purchasing, and invoicing.  
Experience in full on-site construction management.  
Coordination and Documentation of projects for architects, engineers, developers, contractors, inspectors, and city officials.

**EMPLOYMENT** Bailey Contractors Inc. 7/13-Present  
**Project Manager/Estimator**  
Responsible for scheduling, monitoring, and inspecting assigned commercial projects.  
Performed customer service and orientations in a professional manner for projects valued up to \$5 million.

Summit Construction, Inc. 3/00-6/13  
**Partner/Secretary/Project Manager**  
Responsible for contractors and all activities on site for commercial construction projects.  
Schedule, monitor, and inspect all work from start to customer orientation.  
• Maintain budgets, process invoices, and control overhead costs.

Stuck Associates Architects 6/93-2/00  
**Intern Architect**  
Responsible for architectural and construction documentation, coordination of design and construction progress, assist observation of on-going construction projects.

City of Fayetteville 10/92-5/93  
**Assistant of the City Planning Office**  
Assisted in reviewing city planning proposals.

**EDUCATION** University of Central Arkansas, Conway 1984-1985  
**Major: Engineering**  
University of Arkansas, Fayetteville 1985-1992  
**Bachelor of Architecture**

**Hunter Bailey**  
**2307 Congress Cove**  
**Jonesboro, AR 72401**  
**870-933-9612**  
**Hunter@Baileygc.com**

**PROJECT MANAGER/ESTIMATOR**

**EXPERIENCE** More than 12 years in construction field, including general labor, heavy equipment operator, jobsite supervision, project managing, takeoffs, estimating, purchasing and invoicing.  
Experience in full on-site construction management effectively schedule, monitor, and inspect all work from start to customer orientation.  
Work effectively with architects, engineers, contractors, inspectors, and city officials.

**EMPLOYMENT** **Bailey Contractors Inc.** 4/08-7/10,  
10/11-pres.  

- Project Manager/Estimator

Worked for Bailey Contractors Inc. as a general labor employee.  
Progressed from general laborer to assistant superintendent then to project superintendent for the company.  
Project manager/estimator for the last 4 years.

**First Electric Cooperative** 7/10-10/11  

- High Voltage Lineman

Worked one year as a lineman.

**EDUCATION** Arkansas State University Newport 7/10-4/11  
**Major: High Voltage Lineman Technology**

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 10:00 AM, this 19<sup>th</sup>  
 day of April, 20 23.

Bailey Contractors Inc  
 (Name of Bidder)  
 By K. Bailey  
 Title PRESIDENT

STATE OF ARKANSAS )  
 ) SS.  
 COUNTY OF CRAIGHEAD )

KEVIN BAILEY being duly sworn deposes and says that  
 he is PRESIDENT of BAILEY CONTRACTORS INC.  
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 19<sup>th</sup> day of April, 2023.



Lara J. Bailey  
 (Notary Public)

My Commission Expires:  
6/10/28

**VII. CONTRACT**

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

between Bailey Contractors, 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 Restroom and Concession Stand for Joe Mack Campbell Park, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum 1 dated April 13, 2023

Addendum 2 dated April 17, 2023

\_\_\_\_\_ dated \_\_\_\_\_

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within two hundred seventy (270) 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 Restroom and Concession Stand for Joe Mack Campbell Park.

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. ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**CITY OF JONESBORO**  
**SUPPLEMENT TO PROPOSAL**  
**ANTI-COLLUSION AND DEBARMENT CERTIFICATION**

**FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.**

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of, the person, firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the CITY OF JONESBORO at the time proposals are submitted.

**A F F I D A V I T**

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise, taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

CITY OF JONESBORO SUPPLEMENT TO PROPOSAL  
ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID  
NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. Bid # 2023: 11      BAILEY CONTRACTORS, INC.  
(Name of Bidder)

F.A.P. No. N/A      Kevin Bailey  
(Signature)

April 19, 2023      PRESIDENT  
(Date Executed)      (Title of Person Signing)


The following Notary Public certification is OPTIONAL and may or may not be completed at the contractor's discretion.

State of Arkansas )  
County of Craighead )ss.

KEVIN BAILEY, being duly sworn, deposes and says that he is  
PRESIDENT of BAILEY CONTRACTORS INC.  
(Title)      (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this 19th day of April, 2023.  
My commission expires: 6/10/28

(NOTARY SEAL)  Lara J. Bailey  
(Notary Public)

## **X. 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)        | - \$1,000,000/occurrence |

and Property Damage - \$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 may be made to the Contractor once a month in accordance with the Payment to Contractors Schedule provided at the end of this section. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting five percent (5%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

NOTE: It has been the policy of the Owner to make payments for properly stored materials/equipment based upon invoice price and allow the Contractor to submit paid invoices within 30 days (or the next partial payment period). If paid invoices are not provided within the time allowed, then the materials/equipment so paid for will be removed from the next partial payment.

Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and complete work covered by such monthly or partial payments shall remain the property of the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such

withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

GC.11.2 Final Payment: After final inspection and acceptance by the Local Public Agency of all work under the Contract, the application for final payment shall be prepared which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit and lump sum prices stipulated in the Unit Price Schedule. The total number of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. All prior payments shall be subject to correction in the final payment. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation and the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS.

The Local Public Agency, before paying the final estimate, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not impair the obligations of any Surety or Sureties furnished under this Contract.

Withholding of any amount due the Local Public Agency under the section entitled LIQUIDATED DAMAGES FOR DELAY under SPECIAL CONDITIONS, shall be deducted from the payments due the Contractor.

All equipment warranties and general guarantee and maintenance bond provisions shall become effective for one year upon date of final acceptance of the completed, project by the Local Public Agency.

GC.11.3 Payments Subject to Submission of Certificates: Each payment to the Contractor by the Local Public Agency shall be made subject to submission by the Contractor of all written certifications required of him.

<b>PAYMENT TO CONTRACTORS</b>	
<b>2023 SCHEDULE - CONTRACTED PROJECTS</b>	
<b>City of Jonesboro Payment Schedule</b>	<b>Deadline for Invoice Submittal to Engineering</b>
Monday, January 10, 2023	Friday, December 31, 2021
Tuesday, February 8, 2023	Monday, January 31, 2023
Tuesday, March 8, 2023	Monday, February 28, 2023
Friday, April 8, 2023	Tuesday, March 29, 2023
Tuesday, May 10, 2023	Friday, April 29, 2023
Wednesday, June 8, 2023	Monday, May 30, 2023
Friday, July 8, 2023	Tuesday, June 28, 2023
Monday, August 8, 2023	Friday, July 29, 2023
Thursday, September 8, 2023	Monday, August 29, 2023
Monday, October 10, 2023	Friday, September 30, 2023
Tuesday, November 8, 2023	Monday, October 31, 2023
Thursday, December 8, 2023	Monday, November 28, 2023

**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.

## **XI. SUPPLEMENTAL GENERAL CONDITIONS**

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## **SGC.1      PROGRESS SCHEDULE**

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

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

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

## **SGC.2      DRAWINGS**

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

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

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

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## **SGC.4      RECORD DRAWINGS**

Before any work is started, the Contractor shall obtain at his own expense one set of Plans to be used for Record Drawings. The Engineer will supply the Plans at printing cost to the Contractor. Record Drawings will be kept on full-size plan sheets; no half-size sheets will be permitted. The Record Drawings shall be stored and maintained in good condition at all times by the Contractor and shall be made available to the Engineer at the work site immediately at the Engineer's request. All writing, notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be

rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

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

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

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

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

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

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

The work required by this item will not be measured for separate payment, but will be considered subsidiary to other items of the contract. If a Trench and Excavation Safety System is needed, the Contractor shall submit to the Engineer a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

#### **SGC.6 MINIMUM WAGES**

The Contractor shall abide by all state and federal laws regarding wages and pay.



## **XII. 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 at the North entrance of Joe Mack Campbell Park. A map showing the general location is included in the plan sets.

**SC.3 SCOPE OF WORK**

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct a restroom and concession building.

**SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be two hundred seventy (270) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

**SC.5 FORMS, PLANS AND SPECIFICATIONS**

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 300 South Church Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

**SC.6 LIQUIDATED DAMAGES FOR DELAY**

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

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

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

The amount of Liquidated Damages to be assessed shall be in accordance with 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.

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 Restroom and Concession Stand for Joe Mack Campbell Park 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 Restroom and Concession Stand for Joe Mack Campbell Park 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 Restroom and Concession Stand for Joe Mack Campbell Park 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

\_\_\_\_\_

\_\_\_\_\_

### **XIII. TECHNICAL SPECIFICATIONS**

#### TABLE OF CONTENTS

**TITLE**

SP-1

Standard Specifications for Highway Construction  
Arkansas State Highway and Transportation Department, Latest Edition (including  
all Errata for the Book of Standard Specifications)

## **SP-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.



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:085

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID RECREATIONAL TRAIL PROGRAM (RTP) FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 RECREATIONAL TRAIL PROGRAM (RTP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Jonesboro, Arkansas understands Federal-aid Recreational Trails Program (RTP) funds are available at 80% federal participation and 20% local match to develop a Soft Surface Trail at Lacy Park; and,

WHEREAS, the City of Jonesboro, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and,

WHEREAS, the City of Jonesboro, Arkansas is requesting \$460,000 in RTP Non-Motorized funding with a local match of \$115,000 and a 1% Arkansas Department of Transportation administrative fee of \$4,600 for a total project cost of \$579,600; and,

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY23 RTP Non-Motorized application to develop a Soft Surface Trail at Lacy Park.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the application.

SECTION 3: The City of Jonesboro, Arkansas will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION 4: The Mayor and City Clerk are hereby authorized and directed to execute all



appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 5: The Jonesboro City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

# ARKANSAS

## TRANSPORTATION ALTERNATIVES PROGRAM (TAP) RECREATIONAL TRAILS PROGRAM(RTP)

### PROJECT APPLICATION -- FFY 2023

Project Name:

Sponsor:

#### Project Budget

Phases	Estimated Costs			Notes (see below)
	Total	Requested Federal Amount (80% maximum)	Local Share (20% minimum)	
Preliminary Engineering/Design	\$50,000.00	\$40,000.00	\$10,000.00	1
Environmental Documentation	\$0.00	\$0.00	\$0.00	2
Right of Way Acquisition	\$0.00	\$0.00	\$0.00	1
Utility Relocation	\$0.00	\$0.00	\$0.00	1
Construction	\$500,000.00	\$400,000.00	\$100,000.00	
Construction Engineering/Inspection	\$25,000.00	\$20,000.00	\$5,000.00	1
Sub Totals	\$575,000.00	\$460,000.00	\$115,000.00	3

% Federal (80% maximum)                      80%

1% ARDOT Administrative Fee	\$4,600.00	-	\$4,600.00	4
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<b>Grand Totals</b>	<b>\$579,600.00</b>	<b>\$460,000.00</b>	<b>\$119,600.00</b>	
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**Notes:**

1) If you already have a consultant working with you on a phase of your project then you do not qualify for Federal Funds. If Federal funds are not going to be used for this phase of the project, ARDOT does not need to know how your consultant is procured. If you do have Federal funds from another source, please ensure that all requirements are followed for those funds. You will need to follow the Local Agency Consultant Procurement procedures established by ARDOT.

2) ARDOT will handle routine environmental documentation for TAP & RTP projects. However, should anything additional be required (i.e. archeological studies, endangered species studies/relocation, wetland mitigation, U.S. Army Corps of Engineers permitting, etc.) it will be the responsibility of the Sponsor.

3) Sponsors may apply for a minimum of \$20,000 and a maximum of \$500,000 in Federal funds. This Federal funding will be part of an 80/20 funding split, with the Sponsor to be responsible for a minimum 20% match. For example: if your project is estimated to cost \$250,000, you may request \$200,000 in Federal funds and would be required to provide the additional \$50,000 as the local match. If applying for the maximum of \$500,000 the City will be responsible for the local match of \$125,000 and any costs above \$625,000. Any construction costs over \$500,000 will be the full responsibility of the Sponsor.

4) Federal funds will not be allowed for use on this item. The administrative fee is 1% of the awarded federal amount and is due when requesting concurrence in award for a project. The administrative fee pays for ARDOT's costs associated with oversight and assistance for your project, including design reviews, environmental documentation, and construction oversight.

**ARKANSAS**  
**TRANSPORTATION ALTERNATIVES PROGRAM (TAP) RECREATIONAL**  
**TRAILS PROGRAM (RTP)**  
**PROJECT APPLICATION -- FFY 2023**

Project Name:   
 Sponsor:

**Project Detail Estimate**

	Item of Work	Quantity	Units	Unit Cost	Item Cost
1	Clearing and Grubbing	5.00	acre	\$2,000.00	\$10,000.00
2	Unclassified Excavation	5,000.00	CY	\$12.00	\$60,000.00
3	Compacted Embankment	4,500.00	CY	\$20.00	\$90,000.00
4	Class 8 Aggregate	1,400.00	Tons	\$30.00	\$42,000.00
5	Install 18-inch Cross Drains	25.00	EA	\$1,000.00	\$25,000.00
6	Construct Headwall	50.00	EA	\$2,000.00	\$100,000.00
7	Construct Boardwalk	200.00	LF	\$500.00	\$100,000.00
8	B-Stone	100.00	Tons	\$60.00	\$6,000.00
9	Sod	3,000.00	SY	\$5.00	\$15,000.00
10	Signage	1.00	LS	\$5,000.00	\$5,000.00
11	Clean-Up	1.00	LS	\$5,000.00	\$5,000.00
12	Erosion Control	1.00	LS	\$10,000.00	\$10,000.00
13	Construction Layout Surveying	1.00	LS	\$12,000.00	\$12,000.00
14	Mobilization	1.00	LS	\$20,000.00	\$20,000.00
15					
16					
17					
18					
19					
20					

Total Estimated Construction Cost	<input type="text" value="\$500,000.00"/>
Requested Federal Funds	<input type="text" value="\$400,000.00"/>
Local Match (20% minimum)	<input type="text" value="\$100,000.00"/>
% Federal (80% maximum)	<input type="text" value="80%"/>



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:086

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2020 SECTION 5339, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

WHEREAS, the City of Jonesboro, Arkansas has remaining Federal funds from the FY2020 Section 5339, FTA Formula Grant, in the amount of \$127,506; and,

WHEREAS, the City of Jonesboro, AR, and JET request the remaining \$127,506 in Federal funding with a 15% local match of \$22,501, for a total funding of \$150,007 to replace a JET transit bus and paratransit van.; and,

WHEREAS, the City of Jonesboro, Arkansas is considered as the recipient and the Arkansas Department of Transportation (ARDOT) is considered the designated recipient for the Section 5339, FTA Formula Grant.

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

Section 1: The City of Jonesboro, Arkansas will enter into an agreement with the Federal Transit Administration for the FY 2020 Section 5339, FTA Formula Grant, for the replacement of a JET transit bus and paratransit van.

Section 2: The City of Jonesboro will submit the request for release of funds to the Federal Transit Administration.

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:087

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO, ARKANSAS TO ACCEPT AND TO ENTER INTO AN AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE EXECUTION OF THE FY2018 SECTION 5307, FTA FORMULA GRANT, FOR THE JONESBORO ECONOMICAL TRANSIT SYSTEM (JET)

WHEREAS, the City of Jonesboro, Arkansas has remaining Federal funds from the FY2018 Section 5307, FTA Formula Grant, in the amount of \$214,189; and

WHEREAS, the City of Jonesboro, AR, and JET request the remaining \$214,198 in Federal funding with a 50% local match of \$214,198 for a total funding of \$428,378 for operating assistance; and

WHEREAS, the City of Jonesboro, Arkansas is considered as the recipient and the Arkansas Department of Transportation is considered the designated recipient for the Section 5307, FTA Formula Grant.

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

Section 1: The City of Jonesboro, Arkansas will enter into an agreement with the Federal Transit Administration for the FY2018 Section 5307, FTA Formula Grant, for operating assistance.

Section 2: The City of Jonesboro will submit the request for release of funds to the Federal Transit Administration.

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



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:088

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO, ARKANSAS TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND, AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO APPLY FOR THE FY23 TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE ARKANSAS DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Jonesboro, Arkansas understands the Federal-aid Transportation Alternatives Program (TAP) Funds are available at 80% Federal participation and 20% local match to continue the construction of the Culberhouse Trail to Craighead Forest Park; and,

WHEREAS, the City of Jonesboro, Arkansas understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and,

WHEREAS, the estimated project cost is \$1,771,320.42 and the City of Jonesboro, Arkansas is requesting the maximum amount of \$500,000 in TAP funding with a local match of \$125,000 and an additional 1% Arkansas Department of Transportation administrative fee of \$5,000, calculated from the TAP Federal share, for a total of \$630,000; and,

WHEREAS, the remaining funds for this portion of the Culberhouse Trail, in the amount of \$1,146,320.42, will be acquired by other funding; and,

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

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

SECTION 1: The Jonesboro City Council supports the submission of the FY23 TAP application to continue the construction of the Culberhouse Trail to Craighead Forest Park.

SECTION 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to execute all necessary documents to effectuate the application.

SECTION 3: The City of Jonesboro, Arkansas will participate in accordance with its designated

responsibility, including maintenance of this project.

SECTION 4: The Mayor and City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION 5: The Jonesboro City Council pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

# ARKANSAS

## TRANSPORTATION ALTERNATIVES PROGRAM (TAP) RECREATIONAL TRAILS PROGRAM(RTP)

### PROJECT APPLICATION -- FFY 2023

Project Name: Culberhouse Trail to Craighead Forest Park

Sponsor: City of Jonesboro, AR

#### Project Budget

Phases	Estimated Costs			Notes (see below)
	Total	Requested Federal Amount (80% maximum)	Local Share (20% minimum)	
Preliminary Engineering/Design	\$150,111.90		\$150,111.90	1
Environmental Documentation	\$0.00		\$0.00	2
Right of Way Acquisition	\$0.00		\$0.00	1
Utility Relocation	\$45,033.57		\$45,033.57	1
Construction	\$1,501,119.00	\$500,000.00	\$1,001,119.00	
Construction Engineering/Inspection	\$75,055.95		\$75,055.95	1
Sub Totals	\$1,771,320.42	\$500,000.00	\$1,271,320.42	3

% Federal (80% maximum)                      28%

1% ARDOT Administrative Fee	\$5,000.00	-	\$5,000.00	4
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<b>Grand Totals</b>	<b>\$1,776,320.42</b>	<b>\$500,000.00</b>	<b>\$1,276,320.42</b>	
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**Notes:**

1) If you already have a consultant working with you on a phase of your project then you do not qualify for Federal Funds. If Federal funds are not going to be used for this phase of the project, ARDOT does not need to know how your consultant is procured. If you do have Federal funds from another source, please ensure that all requirements are followed for those funds. You will need to follow the Local Agency Consultant Procurement procedures established by ARDOT.

2) ARDOT will handle routine environmental documentation for TAP & RTP projects. However, should anything additional be required (i.e. archeological studies, endangered species studies/relocation, wetland mitigation, U.S. Army Corps of Engineers permitting, etc.) it will be the responsibility of the Sponsor.

3) Sponsors may apply for a minimum of \$20,000 and a maximum of \$500,000 in Federal funds. This Federal funding will be part of an 80/20 funding split, with the Sponsor to be responsible for a minimum 20% match. For example: if your project is estimated to cost \$250,000, you may request \$200,000 in Federal funds and would be required to provide the additional \$50,000 as the local match. If applying for the maximum of \$500,000 the City will be responsible for the local match of \$125,000 and any costs above \$625,000. Any construction costs over \$500,000 will be the full responsibility of the Sponsor.

4) Federal funds will not be allowed for use on this item. The administrative fee is 1% of the awarded federal amount and is due when requesting concurrence in award for a project. The administrative fee pays for ARDOT's costs associated with oversight and assistance for your project, including design reviews, environmental documentation, and construction oversight.



# ARKANSAS

## TRANSPORTATION ALTERNATIVES PROGRAM (TAP) RECREATIONAL TRAILS PROGRAM (RTP)

### PROJECT APPLICATION -- FFY 2023

Project Name: Culberhouse Trail to Craighead Forrest Park

Sponsor: City of Jonesboro, AR

#### Project Detail Estimate

	Item of Work	Quantity	Units	Unit Cost	Item Cost
1	Clearing & Grubbing	3.00	Acre	\$2,000.00	\$6,000.00
2	R&D 18-inch RCP	420.00	LF	\$10.00	\$4,200.00
3	R&D 24-inch RCP	62.00	LF	\$10.00	\$620.00
4	R&D 30-inch RCP	32.00	LF	\$10.00	\$320.00
5	R&D Concrete Driveway	225.00	SY	\$20.00	\$4,500.00
6	R&D Curb & Gutter	200.00	LF	\$10.00	\$2,000.00
7	R&D Concrete Ditch Paving	1,054.00	LF	\$15.00	\$15,810.00
8	Install 18-inch RCP	1,534.00	LF	\$54.00	\$82,836.00
9	Install 24-inch RCP	2,080.00	LF	\$72.00	\$149,760.00
10	Install 30-inch RCP	241.00	LF	\$90.00	\$21,690.00
11	install 36-inch RCP	26.00	LF	\$108.00	\$2,808.00
12	Construct Curb Opening Inlet	22.00	EA	\$4,500.00	\$99,000.00
13	Construct Junction Box	2.00	EA	\$4,000.00	\$8,000.00
14	Construct Headwall	19.00	EA	\$2,000.00	\$38,000.00
15	Construct Retaining Wall	800.00	SF	\$40.00	\$32,000.00
16	Construct Curb & Gutter	7,500.00	LF	\$18.00	\$135,000.00
17	Unclassified Excavation	2,500.00	CY	\$12.00	\$30,000.00
18	Compacted Embankment	5,600.00	CY	\$20.00	\$112,000.00
19	Class 7 Aggregate	3,000.00	tons	\$30.00	\$90,000.00
20	flowable fill	33.00	CY	\$150.00	\$4,950.00
21	10-foot Concrete Sidepath	7,500.00	SY	\$50.00	\$375,000.00
22	10-foot Concrete Ramp	225.00	SY	\$125.00	\$28,125.00
23	Concrete driveways	700.00	SY	\$75.00	\$52,500.00
24	railing	300.00	LF	\$30.00	\$9,000.00
25	Top Soil	2,000.00	YDS	\$10.00	\$20,000.00

# ARKANSAS

## TRANSPORTATION ALTERNATIVES PROGRAM (TAP) RECREATIONAL TRAILS PROGRAM (RTP)

### PROJECT APPLICATION -- FFY 2023

Project Name: Culberhouse Trail to Craighead Forrest Park

Sponsor: City of Jonesboro, AR

#### Project Detail Estimate

	Item of Work	Quantity	Units	Unit Cost	Item Cost
26	Rip- Rap	160.00	tons	\$50.00	\$8,000.00
27	Sod	4,800.00	SY	\$5.00	\$24,000.00
28	Pavement Markings	1.00	LS	\$5,000.00	\$5,000.00
29	Street Signage	1.00	LS	\$5,000.00	\$5,000.00
30	Clean-up	1.00	LS	\$5,000.00	\$5,000.00
31	Erosion Control	1.00	LS	\$25,000.00	\$25,000.00
32	Construction layout surveying	1.00	LS	\$25,000.00	\$25,000.00
33	Mobilization	1.00	LS	\$50,000.00	\$50,000.00
34	Maintenance of Traffic	1.00	LS	\$30,000.00	\$30,000.00
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					

Total Estimated Construction Cost \$1,501,119.00

Requested Federal Funds \$500,000.00

Local Match (20% minimum) \$1,001,119.00

% Federal (80% maximum) 33%



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:089

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Axon Group, Inc. desire to enter into an agreement with Axon Group, Inc. to provide additional equipment and services for the City of Jonesboro Police Department; and

WHEREAS, said agreement is attached hereto and the terms set out therein; and

WHEREAS, the money for said agreement has already been allocated in the 2023 Budget.

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

SECTION ONE: The Agreement with Axon Group, Inc. to provide additional tasers and body worn camera equipment and services is hereby approved with the money for the purchase and services provided in the first year to be no more than that currently allocated in the 2023 Budget. All other details of the agreement, including the equipment and scope of services to be provided, are set out in the attachment.

SECTION TWO: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding. Axon Group, Inc. is considered a sole source provider due to the need to provide services that will interact and be compatible with the existing systems in the City of Jonesboro.

SECTION THREE: The Mayor, Harold Copenhaver, and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-376269-45041.479EP

Issued: 04/25/2023

Quote Expiration: 05/26/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 106758

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
1001 S Caraway Rd  1001 S Caraway Rd Jonesboro, AR 72401-4404 USA	Jonesboro Police Department - AR  1001 S Caraway Rd Jonesboro, AR 72401-4404 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Perkins  Phone: 4055191787 Email: eperkins@axon.com Fax:	Karen Oldham  Phone: 870-935-5562 (4696) Email: kjoldham@jonesboro.org Fax: \--

### Quote Summary

Program Length	40 Months
<b>TOTAL COST</b>	<b>\$312,106.76</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$327,902.30</b>

### Discount Summary

Average Savings Per Year	\$44,201.19
<b>TOTAL SAVINGS</b>	<b>\$147,337.29</b>

### Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$104,035.55	\$5,265.18	\$109,300.73
Sep 2024	\$104,035.55	\$5,265.18	\$109,300.73
Sep 2025	\$104,035.66	\$5,265.18	\$109,300.84
<b>Total</b>	<b>\$312,106.76</b>	<b>\$15,795.54</b>	<b>\$327,902.30</b>

Quote List Price:  
Quote Subtotal:

\$459,444.05  
\$312,106.76

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
<b>AB3 Camera Bundle</b>								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		32	\$749.00	\$749.00	\$23,968.00	\$2,037.27	\$26,005.27
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>AB3 Multi Bay Dock Bundle</b>								
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		4	\$43.90	\$43.90	\$175.60	\$14.94	\$190.54
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74210	AXON BODY 3 - 8 BAY DOCK		4	\$1,595.00	\$1,595.00	\$6,380.00	\$542.31	\$6,922.31
<b>2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)</b>								
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		32	\$51.95	\$33.35	\$1,067.20	\$90.72	\$1,157.92
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		32	\$51.95	\$33.35	\$1,067.20	\$90.72	\$1,157.92
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	\$85.55	\$54.91	\$54.91	\$4.68	\$59.59
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
20018	TASER 7 BATTERY PACK, TACTICAL		38	\$98.10	\$62.96	\$2,392.48	\$203.37	\$2,595.85
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
80464	EXT WARRANTY, CAMERA (TAP)	40m	1	\$314.40	\$237.39	\$237.39	\$20.16	\$257.55
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	40m	32	\$108.00	\$69.32	\$2,218.24	\$188.55	\$2,406.79
74200	TASER 7 6-BAY DOCK AND CORE		1	\$1,624.35	\$1,042.53	\$1,042.53	\$88.62	\$1,131.15
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	\$43.90	\$28.18	\$28.18	\$2.40	\$30.58

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	\$11.32	\$7.27	\$7.27	\$0.60	\$7.87
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1	\$1,960.00	\$1,479.94	\$1,479.94	\$125.79	\$1,605.73
80395	EXT WARRANTY, TASER 7 HANDLE	29m	32	\$212.57	\$136.43	\$4,365.76	\$371.10	\$4,736.86
80374	EXT WARRANTY, TASER 7 BATTERY PACK	29m	38	\$14.21	\$9.12	\$346.56	\$29.46	\$376.02
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	29m	1	\$212.57	\$136.43	\$136.43	\$11.58	\$148.01
80395	EXT WARRANTY, TASER 7 HANDLE	29m	1	\$212.57	\$160.51	\$160.51	\$13.65	\$174.16
73746	PROFESSIONAL EVIDENCE.COM LICENSE	40m	32	\$1,634.80	\$1,049.23	\$33,575.36	\$0.00	\$33,575.36
73686	UNLIMITED BWC + CAPTURE STORAGE	40m	32	\$1,006.00	\$645.66	\$20,661.12	\$0.00	\$20,661.12
73618	AXON COMMUNITY REQUEST+ LICENSE	40m	32	\$377.20	\$242.09	\$7,746.88	\$0.00	\$7,746.88
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	40m	320	\$23.20	\$14.89	\$4,764.80	\$0.00	\$4,764.80
73680	RESPOND DEVICE PLUS LICENSE	40m	32	\$796.40	\$511.14	\$16,356.48	\$0.00	\$16,356.48
73638	STANDARDS ACCESS LICENSE	40m	32	\$377.20	\$242.09	\$7,746.88	\$0.00	\$7,746.88
73478	REDACTION ASSISTANT USER ACCESS LICENSE	40m	32	\$377.20	\$242.09	\$7,746.88	\$0.00	\$7,746.88
73682	AUTO TAGGING LICENSE	40m	32	\$377.20	\$242.09	\$7,746.88	\$0.00	\$7,746.88
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		64	\$1.00	\$0.65	\$41.60	\$3.54	\$45.14
73739	PERFORMANCE LICENSE	40m	32	\$377.20	\$242.09	\$7,746.88	\$0.00	\$7,746.88
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	40m	32	\$377.20	\$242.09	\$7,746.88	\$0.00	\$7,746.88
75015	SIGNAL SIDEARM KIT		32	\$249.00	\$159.81	\$5,113.92	\$434.70	\$5,548.62
80464	EXT WARRANTY, CAMERA (TAP)	40m	32	\$314.40	\$201.78	\$6,456.96	\$548.85	\$7,005.81
73309	AXON CAMERA REFRESH ONE		33	\$810.00	\$519.87	\$17,155.71	\$1,458.24	\$18,613.95
73688	MULTI-BAY BWC DOCK 2ND REFRESH		4	\$1,810.00	\$1,161.68	\$4,646.72	\$394.98	\$5,041.70
73310	AXON CAMERA REFRESH TWO		33	\$850.00	\$545.54	\$18,002.82	\$1,530.24	\$19,533.06
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	29m	4	\$397.88	\$255.37	\$1,021.48	\$86.82	\$1,108.30
73689	MULTI-BAY BWC DOCK 1ST REFRESH		4	\$1,724.00	\$1,106.48	\$4,425.92	\$376.20	\$4,802.12
20248	TASER EVIDENCE.COM ACCESS LICENSE	40m	1	\$209.60	\$134.52	\$134.52	\$0.00	\$134.52
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	\$171.05	\$109.79	\$109.79	\$9.33	\$119.12
20248	TASER EVIDENCE.COM ACCESS LICENSE	40m	32	\$209.60	\$134.52	\$4,304.64	\$0.00	\$4,304.64
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		96	\$40.25	\$25.83	\$2,479.68	\$210.78	\$2,690.46
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		96	\$40.25	\$25.83	\$2,479.68	\$210.78	\$2,690.46
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		32	\$91.25	\$58.57	\$1,874.24	\$159.30	\$2,033.54
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		32	\$1,960.00	\$1,257.95	\$40,254.40	\$3,421.62	\$43,676.02
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		64	\$40.25	\$25.83	\$1,653.12	\$140.52	\$1,793.64
<b>Individual Items</b>								
73976	OFFICER SAFETY PLAN 7 + TRUE UP 1	20m	32	\$525.00	\$525.00	\$16,800.00	\$1,428.00	\$18,228.00
<b>Total</b>						<b>\$312,106.76</b>	<b>\$15,795.54</b>	<b>\$327,902.30</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	32	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20018	TASER 7 BATTERY PACK, TACTICAL	38	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	32	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	32	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	32	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	64	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	74200	TASER 7 6-BAY DOCK AND CORE	1	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	75015	SIGNAL SIDEARM KIT	32	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	05/01/2023
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	36	05/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	36	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	32	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	05/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	05/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	05/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	4	05/01/2023
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73309	AXON CAMERA REFRESH ONE	33	03/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	03/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	05/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	05/01/2024
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	05/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	05/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	05/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	05/01/2025
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	05/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	05/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73310	AXON CAMERA REFRESH TWO	33	09/01/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	09/01/2026

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER EVIDENCE.COM ACCESS LICENSE	32	06/01/2023	09/30/2026

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73478	REDACTION ASSISTANT USER ACCESS LICENSE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73618	AXON COMMUNITY REQUEST+ LICENSE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73638	STANDARDS ACCESS LICENSE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73680	RESPOND DEVICE PLUS LICENSE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73682	AUTO TAGGING LICENSE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	320	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73686	UNLIMITED BWC + CAPTURE STORAGE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73739	PERFORMANCE LICENSE	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	73746	PROFESSIONAL EVIDENCE.COM LICENSE	32	06/01/2023	09/30/2026

## Services

Bundle	Item	Description	QTY
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	32
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	32

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	32	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80464	EXT WARRANTY, CAMERA (TAP)	1	06/01/2023	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38	05/01/2024	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	32	05/01/2024	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80395	EXT WARRANTY, TASER 7 HANDLE	1	05/01/2024	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	05/01/2024	09/30/2026
2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	05/01/2024	09/30/2026



## Payment Details

May 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	36	\$0.00	\$0.00	\$0.00
Annual Payment 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	36	\$0.00	\$0.00	\$0.00
Annual Payment 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	32	\$13,418.13	\$1,140.54	\$14,558.67
Annual Payment 1	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$493.31	\$41.93	\$535.24
Annual Payment 1	20018	TASER 7 BATTERY PACK, TACTICAL	38	\$797.49	\$67.79	\$865.28
Annual Payment 1	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	32	\$624.75	\$53.10	\$677.85
Annual Payment 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	32	\$739.41	\$62.85	\$802.26
Annual Payment 1	20248	TASER EVIDENCE.COM ACCESS LICENSE	32	\$1,434.88	\$0.00	\$1,434.88
Annual Payment 1	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	\$44.84	\$0.00	\$44.84
Annual Payment 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	\$826.56	\$70.26	\$896.82
Annual Payment 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$826.56	\$70.26	\$896.82
Annual Payment 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 1	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	32	\$355.73	\$30.24	\$385.97
Annual Payment 1	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	32	\$355.73	\$30.24	\$385.97
Annual Payment 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	\$58.53	\$4.98	\$63.51
Annual Payment 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$9.39	\$0.80	\$10.19
Annual Payment 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	\$0.00	\$0.00	\$0.00
Annual Payment 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$2.42	\$0.20	\$2.62
Annual Payment 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	64	\$13.87	\$1.18	\$15.05
Annual Payment 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	32	\$7,989.33	\$679.09	\$8,668.42
Annual Payment 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	73309	AXON CAMERA REFRESH ONE	33	\$5,718.57	\$486.08	\$6,204.65
Annual Payment 1	73310	AXON CAMERA REFRESH TWO	33	\$6,000.94	\$510.08	\$6,511.02
Annual Payment 1	73478	REDACTION ASSISTANT USER ACCESS LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 1	73618	AXON COMMUNITY REQUEST+ LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 1	73638	STANDARDS ACCESS LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 1	73680	RESPOND DEVICE PLUS LICENSE	32	\$5,452.16	\$0.00	\$5,452.16
Annual Payment 1	73682	AUTO TAGGING LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	320	\$1,588.27	\$0.00	\$1,588.27
Annual Payment 1	73686	UNLIMITED BWC + CAPTURE STORAGE	32	\$6,887.04	\$0.00	\$6,887.04
Annual Payment 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$1,548.91	\$131.66	\$1,680.57

**May 2023**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$1,475.31	\$125.40	\$1,600.71
Annual Payment 1	73739	PERFORMANCE LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	32	\$11,191.79	\$0.00	\$11,191.79
Annual Payment 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	0	\$0.00	\$0.00	\$0.00
Annual Payment 1	73976	OFFICER SAFETY PLAN 7 + TRUE UP 1	32	\$5,600.00	\$476.00	\$6,076.00
Annual Payment 1	74200	TASER 7 6-BAY DOCK AND CORE	1	\$347.51	\$29.54	\$377.05
Annual Payment 1	74210	AXON BODY 3 - 8 BAY DOCK	4	\$2,126.67	\$180.77	\$2,307.44
Annual Payment 1	75015	SIGNAL SIDEARM KIT	32	\$1,704.64	\$144.90	\$1,849.54
Annual Payment 1	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$36.60	\$3.11	\$39.71
Annual Payment 1	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$18.30	\$1.56	\$19.86
Annual Payment 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38	\$115.52	\$9.82	\$125.34
Annual Payment 1	80395	EXT WARRANTY, TASER 7 HANDLE	32	\$1,455.25	\$123.70	\$1,578.95
Annual Payment 1	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$53.50	\$4.55	\$58.05
Annual Payment 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$45.48	\$3.86	\$49.34
Annual Payment 1	80464	EXT WARRANTY, CAMERA (TAP)	32	\$2,152.32	\$182.95	\$2,335.27
Annual Payment 1	80464	EXT WARRANTY, CAMERA (TAP)	1	\$79.13	\$6.72	\$85.85
Annual Payment 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$340.49	\$28.94	\$369.43
Annual Payment 1	T7Cert	Taser 7 Certification Bundle	32	\$0.00	\$0.00	\$0.00
Annual Payment 1	Unlimited7+	Unlimited 7+ Bundle	32	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$104,035.55</b>	<b>\$5,265.18</b>	<b>\$109,300.73</b>

**Sep 2024**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	36	\$0.00	\$0.00	\$0.00
Annual Payment 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	36	\$0.00	\$0.00	\$0.00
Annual Payment 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	32	\$13,418.13	\$1,140.54	\$14,558.67
Annual Payment 2	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$493.31	\$41.93	\$535.24
Annual Payment 2	20018	TASER 7 BATTERY PACK, TACTICAL	38	\$797.49	\$67.79	\$865.28
Annual Payment 2	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	32	\$624.75	\$53.10	\$677.85
Annual Payment 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	32	\$739.41	\$62.85	\$802.26
Annual Payment 2	20248	TASER EVIDENCE.COM ACCESS LICENSE	32	\$1,434.88	\$0.00	\$1,434.88
Annual Payment 2	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	\$44.84	\$0.00	\$44.84
Annual Payment 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	\$826.56	\$70.26	\$896.82
Annual Payment 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$826.56	\$70.26	\$896.82
Annual Payment 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	\$551.04	\$46.84	\$597.88

**Sep 2024**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 2	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	32	\$355.73	\$30.24	\$385.97
Annual Payment 2	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	32	\$355.73	\$30.24	\$385.97
Annual Payment 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	\$58.53	\$4.98	\$63.51
Annual Payment 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$9.39	\$0.80	\$10.19
Annual Payment 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	\$0.00	\$0.00	\$0.00
Annual Payment 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$2.42	\$0.20	\$2.62
Annual Payment 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	64	\$13.87	\$1.18	\$15.05
Annual Payment 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	32	\$7,989.33	\$679.09	\$8,668.42
Annual Payment 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	73309	AXON CAMERA REFRESH ONE	33	\$5,718.57	\$486.08	\$6,204.65
Annual Payment 2	73310	AXON CAMERA REFRESH TWO	33	\$6,000.94	\$510.08	\$6,511.02
Annual Payment 2	73478	REDACTION ASSISTANT USER ACCESS LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 2	73618	AXON COMMUNITY REQUEST+ LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 2	73638	STANDARDS ACCESS LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 2	73680	RESPOND DEVICE PLUS LICENSE	32	\$5,452.16	\$0.00	\$5,452.16
Annual Payment 2	73682	AUTO TAGGING LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	320	\$1,588.27	\$0.00	\$1,588.27
Annual Payment 2	73686	UNLIMITED BWC + CAPTURE STORAGE	32	\$6,887.04	\$0.00	\$6,887.04
Annual Payment 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$1,548.91	\$131.66	\$1,680.57
Annual Payment 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$1,475.31	\$125.40	\$1,600.71
Annual Payment 2	73739	PERFORMANCE LICENSE	32	\$2,582.29	\$0.00	\$2,582.29
Annual Payment 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	32	\$11,191.79	\$0.00	\$11,191.79
Annual Payment 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	0	\$0.00	\$0.00	\$0.00
Annual Payment 2	73976	OFFICER SAFETY PLAN 7 + TRUE UP 1	32	\$5,600.00	\$476.00	\$6,076.00
Annual Payment 2	74200	TASER 7 6-BAY DOCK AND CORE	1	\$347.51	\$29.54	\$377.05
Annual Payment 2	74210	AXON BODY 3 - 8 BAY DOCK	4	\$2,126.67	\$180.77	\$2,307.44
Annual Payment 2	75015	SIGNAL SIDEARM KIT	32	\$1,704.64	\$144.90	\$1,849.54
Annual Payment 2	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$36.60	\$3.11	\$39.71
Annual Payment 2	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$18.30	\$1.56	\$19.86
Annual Payment 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38	\$115.52	\$9.82	\$125.34
Annual Payment 2	80395	EXT WARRANTY, TASER 7 HANDLE	32	\$1,455.25	\$123.70	\$1,578.95
Annual Payment 2	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$53.50	\$4.55	\$58.05
Annual Payment 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$45.48	\$3.86	\$49.34
Annual Payment 2	80464	EXT WARRANTY, CAMERA (TAP)	32	\$2,152.32	\$182.95	\$2,335.27
Annual Payment 2	80464	EXT WARRANTY, CAMERA (TAP)	1	\$79.13	\$6.72	\$85.85
Annual Payment 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$340.49	\$28.94	\$369.43
Annual Payment 2	T7Cert	Taser 7 Certification Bundle	32	\$0.00	\$0.00	\$0.00
Annual Payment 2	Unlimited7+	Unlimited 7+ Bundle	32	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$104,035.55</b>	<b>\$5,265.18</b>	<b>\$109,300.73</b>

**Sep 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	36	\$0.00	\$0.00	\$0.00
Annual Payment 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	36	\$0.00	\$0.00	\$0.00
Annual Payment 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	32	\$2,582.30	\$0.00	\$2,582.30

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	32	\$13,418.14	\$1,140.54	\$14,558.68
Annual Payment 3	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$493.32	\$41.93	\$535.25
Annual Payment 3	20018	TASER 7 BATTERY PACK, TACTICAL	38	\$797.50	\$67.79	\$865.29
Annual Payment 3	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	32	\$624.74	\$53.10	\$677.84
Annual Payment 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	32	\$739.42	\$62.85	\$802.27
Annual Payment 3	20248	TASER EVIDENCE.COM ACCESS LICENSE	32	\$1,434.88	\$0.00	\$1,434.88
Annual Payment 3	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	\$44.84	\$0.00	\$44.84
Annual Payment 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	96	\$826.56	\$70.26	\$896.82
Annual Payment 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	96	\$826.56	\$70.26	\$896.82
Annual Payment 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	64	\$551.04	\$46.84	\$597.88
Annual Payment 3	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	32	\$355.74	\$30.24	\$385.98
Annual Payment 3	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	32	\$355.74	\$30.24	\$385.98
Annual Payment 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	\$58.54	\$4.98	\$63.52
Annual Payment 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$9.40	\$0.80	\$10.20
Annual Payment 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	\$0.00	\$0.00	\$0.00
Annual Payment 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$2.43	\$0.20	\$2.63
Annual Payment 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	64	\$13.86	\$1.18	\$15.04
Annual Payment 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	32	\$7,989.34	\$679.09	\$8,668.43
Annual Payment 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	73309	AXON CAMERA REFRESH ONE	33	\$5,718.57	\$486.08	\$6,204.65
Annual Payment 3	73310	AXON CAMERA REFRESH TWO	33	\$6,000.94	\$510.08	\$6,511.02
Annual Payment 3	73478	REDACTION ASSISTANT USER ACCESS LICENSE	32	\$2,582.30	\$0.00	\$2,582.30
Annual Payment 3	73618	AXON COMMUNITY REQUEST+ LICENSE	32	\$2,582.30	\$0.00	\$2,582.30
Annual Payment 3	73638	STANDARDS ACCESS LICENSE	32	\$2,582.30	\$0.00	\$2,582.30
Annual Payment 3	73680	RESPOND DEVICE PLUS LICENSE	32	\$5,452.16	\$0.00	\$5,452.16
Annual Payment 3	73682	AUTO TAGGING LICENSE	32	\$2,582.30	\$0.00	\$2,582.30
Annual Payment 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	320	\$1,588.26	\$0.00	\$1,588.26
Annual Payment 3	73686	UNLIMITED BWC + CAPTURE STORAGE	32	\$6,887.04	\$0.00	\$6,887.04
Annual Payment 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	4	\$1,548.90	\$131.66	\$1,680.56
Annual Payment 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	4	\$1,475.30	\$125.40	\$1,600.70
Annual Payment 3	73739	PERFORMANCE LICENSE	32	\$2,582.30	\$0.00	\$2,582.30
Annual Payment 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	32	\$11,191.78	\$0.00	\$11,191.78
Annual Payment 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	0	\$0.00	\$0.00	\$0.00
Annual Payment 3	73976	OFFICER SAFETY PLAN 7 + TRUE UP 1	32	\$5,600.00	\$476.00	\$6,076.00
Annual Payment 3	74200	TASER 7 6-BAY DOCK AND CORE	1	\$347.51	\$29.54	\$377.05
Annual Payment 3	74210	AXON BODY 3 - 8 BAY DOCK	4	\$2,126.66	\$180.77	\$2,307.43

**Sep 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	75015	SIGNAL SIDEARM KIT	32	\$1,704.64	\$144.90	\$1,849.54
Annual Payment 3	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$36.59	\$3.11	\$39.70
Annual Payment 3	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$18.31	\$1.56	\$19.87
Annual Payment 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38	\$115.52	\$9.82	\$125.34
Annual Payment 3	80395	EXT WARRANTY, TASER 7 HANDLE	32	\$1,455.26	\$123.70	\$1,578.96
Annual Payment 3	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$53.51	\$4.55	\$58.06
Annual Payment 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$45.47	\$3.86	\$49.33
Annual Payment 3	80464	EXT WARRANTY, CAMERA (TAP)	32	\$2,152.32	\$182.95	\$2,335.27
Annual Payment 3	80464	EXT WARRANTY, CAMERA (TAP)	1	\$79.13	\$6.72	\$85.85
Annual Payment 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	4	\$340.50	\$28.94	\$369.44
Annual Payment 3	T7Cert	Taser 7 Certification Bundle	32	\$0.00	\$0.00	\$0.00
Annual Payment 3	Unlimited7+	Unlimited 7+ Bundle	32	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$104,035.66</b>	<b>\$5,265.18</b>	<b>\$109,300.84</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

4/25/2023







# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Text File

File Number: RES-23:090

**Agenda Date:**

**Version:** 1

**Status:** To Be Introduced

**In Control:** Finance & Administration Council Committee

**File Type:** Resolution

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH AXON GROUP, INC. TO PROVIDE ADDITIONAL EQUIPMENT AND SERVICES

WHEREAS, the City of Jonesboro, Arkansas and Axon Group, Inc. desire to enter into an agreement with Axon Group, Inc. to provide additional equipment and services for the City of Jonesboro Police Department; and

WHEREAS, said agreement is attached hereto and the terms set out therein; and

WHEREAS, the money for said agreement was received in a grant award by the City of Jonesboro Police Department in 2022, and allocated in the 2023 Budget.

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

SECTION ONE: The Agreement with Axon Group, Inc. to provide additional body worn camera equipment and services is hereby approved with the money for the purchase and services provided in the first year to be no more than that currently allocated in the 2023 Budget. All other details of the agreement, including the equipment and scope of services to be provided, are set out in the attachment.

SECTION TWO: That the City Council in accord with the terms of A.C.A. Section 14-58-303 states that bidding in this matter is not practical and hereby waives the requirement of competitive bidding. Axon Group, Inc. is considered a sole source provider due to the need to provide services that will interact and be compatible with the existing systems in the City of Jonesboro.

SECTION THREE: The Mayor, Harold Copenhaver, and City Clerk, April Leggett, are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-435375-45040.902EP

Issued: 04/24/2023

Quote Expiration: 05/26/2023

Estimated Contract Start Date: 06/01/2023

Account Number: 106758

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1001 S Caraway Rd  1001 S Caraway Rd Jonesboro, AR 72401-4404 USA	Jonesboro Police Department - AR  1001 S Caraway Rd Jonesboro, AR 72401-4404 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Perkins  Phone: 4055191787 Email: eperkins@axon.com Fax:	Karen Oldham  Phone: 870-935-5562 (4696) Email: kjoldham@jonesboro.org Fax: \--

### Quote Summary

Program Length	40 Months
<b>TOTAL COST</b>	<b>\$46,387.20</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$48,183.73</b>

### Discount Summary

Average Savings Per Year	\$2,147.52
<b>TOTAL SAVINGS</b>	<b>\$7,158.40</b>

### Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$14,749.99	\$571.24	\$15,321.23
Sep 2023	\$10,545.73	\$408.43	\$10,954.16
Sep 2024	\$10,545.73	\$408.43	\$10,954.16
Sep 2025	\$10,545.75	\$408.43	\$10,954.18
<b>Total</b>	<b>\$46,387.20</b>	<b>\$1,796.53</b>	<b>\$48,183.73</b>

Quote Unbundled Price:	\$53,545.60
Quote List Price:	\$49,222.40
Quote Subtotal:	\$46,387.20

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	8	18		\$23.30	\$23.30	\$3,355.20	\$285.20	\$3,640.40
BWCUwTAP	BWC Unlimited with TAP	8	40	\$110.12	\$96.61	\$89.00	\$28,480.00	\$1,036.01	\$29,516.01
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	8			\$749.00	\$699.00	\$5,592.00	\$475.32	\$6,067.32
<b>A la Carte Software</b>									
73682	AUTO TAGGING LICENSE	8	40		\$9.00	\$9.00	\$2,880.00	\$0.00	\$2,880.00
73680	RESPOND DEVICE PLUS LICENSE	8	40		\$19.00	\$19.00	\$6,080.00	\$0.00	\$6,080.00
<b>Total</b>							<b>\$46,387.20</b>	<b>\$1,796.53</b>	<b>\$48,183.73</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	9	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	05/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	9	05/01/2023
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	8	03/01/2024
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	8	09/01/2026

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	UNLIMITED BWC + CAPTURE STORAGE	8	06/01/2023	09/30/2026
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	06/01/2023	09/30/2026
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	8	06/01/2023	09/30/2026
A la Carte	73682	AUTO TAGGING LICENSE	8	06/01/2023	09/30/2026

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	8	04/01/2024	09/30/2026

## Payment Details

### May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	8	\$1,066.87	\$90.68	\$1,157.55
Year 1A	73680	RESPOND DEVICE PLUS LICENSE	8	\$1,933.29	\$0.00	\$1,933.29
Year 1A	73682	AUTO TAGGING LICENSE	8	\$915.77	\$0.00	\$915.77
Year 1A	AB3C	AB3 Camera Bundle	8	\$1,778.12	\$151.14	\$1,929.26
Year 1A	BWCUwTAP	BWC Unlimited with TAP	8	\$9,055.94	\$329.42	\$9,385.36
<b>Total</b>				<b>\$14,749.99</b>	<b>\$571.24</b>	<b>\$15,321.23</b>

### Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	8	\$762.78	\$64.84	\$827.62
Year 1B	73680	RESPOND DEVICE PLUS LICENSE	8	\$1,382.24	\$0.00	\$1,382.24
Year 1B	73682	AUTO TAGGING LICENSE	8	\$654.74	\$0.00	\$654.74
Year 1B	AB3C	AB3 Camera Bundle	8	\$1,271.29	\$108.06	\$1,379.35
Year 1B	BWCUwTAP	BWC Unlimited with TAP	8	\$6,474.68	\$235.53	\$6,710.21
<b>Total</b>				<b>\$10,545.73</b>	<b>\$408.43</b>	<b>\$10,954.16</b>

### Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	8	\$762.78	\$64.84	\$827.62
Year 2	73680	RESPOND DEVICE PLUS LICENSE	8	\$1,382.24	\$0.00	\$1,382.24
Year 2	73682	AUTO TAGGING LICENSE	8	\$654.74	\$0.00	\$654.74
Year 2	AB3C	AB3 Camera Bundle	8	\$1,271.29	\$108.06	\$1,379.35
Year 2	BWCUwTAP	BWC Unlimited with TAP	8	\$6,474.68	\$235.53	\$6,710.21
<b>Total</b>				<b>\$10,545.73</b>	<b>\$408.43</b>	<b>\$10,954.16</b>

### Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	8	\$762.77	\$64.84	\$827.61
Year 3	73680	RESPOND DEVICE PLUS LICENSE	8	\$1,382.23	\$0.00	\$1,382.23
Year 3	73682	AUTO TAGGING LICENSE	8	\$654.75	\$0.00	\$654.75
Year 3	AB3C	AB3 Camera Bundle	8	\$1,271.30	\$108.06	\$1,379.36
Year 3	BWCUwTAP	BWC Unlimited with TAP	8	\$6,474.70	\$235.53	\$6,710.23
<b>Total</b>				<b>\$10,545.75</b>	<b>\$408.43</b>	<b>\$10,954.18</b>

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Signature

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Date Signed

4/24/2023

