



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, April 19, 2016

5:30 PM

Municipal Center

PUBLIC SAFETY COMMITTEE MEETING AT 5:00 P.M.

Council Chambers, Municipal Center

NOMINATING & RULES COMMITTEE MEETING AT 5:15 P.M.

Council Chambers, Municipal Center

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

COM-16:021 Presentation by the "Bake Sale Ladies" to Mayor Perrin for Miracle League

Sponsors: Mayor's Office

COM-16:022 Presentation by Michelle Cadle, Weiner Pig Roast, to Mayor Perrin for Miracle League

Sponsors: Mayor's Office

COM-16:023 Presentation by Mayor Perrin to ASU Women's Basketball

Sponsors: Mayor's Office

5. CONSENT AGENDA

All items listed below will be voted on in one motion unless a council member requests a separate action on one or more items.

MIN-16:036 Minutes for the City Council meeting on April 5, 2016

Attachments: [Minutes](#)

RES-16:035 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALL SCAPES IRRIGATION & LAWNCARE, LLC FOR THE CDBG WORD STREET SIDEWALKS - PHASE I (BID NO. 2016:16)

Sponsors: Grants and Engineering

AND URBAN DEVELOPMENT (HUD)

Sponsors: Grants

Attachments: [2015 Amended Action Plan 3.8.16](#)
[2015 Action Plan 4.9.15](#)

Legislative History

4/12/16 Finance & Administration Recommended to Council
 Council Committee

RES-16:044

A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF 1 SOCCER FIELD AT JOE MACK CAMPBELL PARK

Sponsors: Parks & Recreation

Attachments: [Arkansas State 2016.pdf](#)

Legislative History

4/12/16 Finance & Administration Recommended to Council
 Council Committee

RES-16:045

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT TO SUBMIT THE FY 2016 CDBG ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Sponsors: Grants

Attachments: [2016 Action Plan draft rev03222016](#)

Legislative History

4/12/16 Finance & Administration Recommended to Council
 Council Committee

6. NEW BUSINESS

ORDINANCES ON FIRST READING

ORD-16:022

AN ORDINANCE ADOPTING BY REFERENCE THE MASTER WATERSHED PLAN PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR THE BIG CREEK DRAINAGE BASIN

Sponsors: Engineering

Attachments: [Executive Summary](#)

Legislative History

4/5/16 Public Works Council Recommended to Council
 Committee

ORD-16:023

AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED ON HWY. 1 AND LAWSON ROAD AS REQUESTED BY WES THORNTON

Attachments: [Plat of Survey](#)
[MAPC Report](#)

7. UNFINISHED BUSINESS

8. MAYOR'S REPORTS

9. CITY COUNCIL REPORTS

10. PUBLIC COMMENTS

Public Comments are limited to 5 minutes per person for a total of 15 minutes.

11. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-16:021 **Version:** 1 **Name:** Presentation by Bake Sale Ladies for Miracle League
Type: Other Communications **Status:** To Be Introduced
File created: 3/29/2016 **In control:** City Council
On agenda: 4/19/2016 **Final action:**
Title: Presentation by the "Bake Sale Ladies" to Mayor Perrin for Miracle League
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by the "Bake Sale Ladies" to Mayor Perrin for Miracle League



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-16:022 **Version:** 1 **Name:** Presentation by Michelle Cadle for Miracle League
Type: Other Communications **Status:** To Be Introduced
File created: 3/29/2016 **In control:** City Council
On agenda: 4/19/2016 **Final action:**
Title: Presentation by Michelle Cadle, Weiner Pig Roast, to Mayor Perrin for Miracle League
Sponsors: Mayor's Office
Indexes: Presentations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by Michelle Cadle, Weiner Pig Roast, to Mayor Perrin for Miracle League



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: COM-16:023 **Version:** 1 **Name:** Presentation to the ASU Women's Basketball Team
Type: Other Communications **Status:** To Be Introduced
File created: 4/6/2016 **In control:** City Council
On agenda: 4/19/2016 **Final action:**
Title: Presentation by Mayor Perrin to ASU Women's Basketball
Sponsors: Mayor's Office
Indexes: Mayor's Commendations
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Presentation by Mayor Perrin to ASU Women's Basketball



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-16:036 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 4/6/2016 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on April 5, 2016
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the City Council meeting on April 5, 2016



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, April 5, 2016

5:30 PM

Municipal Center

PUBLIC WORKS COMMITTEE MEETING AT 5:00 P.M.

PUBLIC HEARING AT 5:20 P.M.

Regarding the abandonment of a portion of a drainage easement located west of Browns Lane, south of Hill Park Drive as requested by the Jack Hill Family Trust

Terry Bare, representing the applicant, explained they have redesigned the overflow easement to go north with a retaining wall and flume to accommodate any overflow of water. They are asking that the easement through the lots be abandoned. They sent the pertinent information to all of the utility companies. They asked for all three readings of the ordinance be held tonight so the project can move forward.

1. CALL TO ORDER BY MAYOR PERRIN AT 5:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

In the absence of Mayor Perrin, President Pro Tempore Chris Moore presided over the meeting.

Present 9 - Ann Williams; Chris Moore; John Street; Mitch Johnson; Gene Vance; Chris Gibson; Rennell Woods; Charles Coleman and Todd Burton

Absent 2 - Darrel Dover and Charles Frierson

4. SPECIAL PRESENTATIONS

[COM-16:017](#)

Junior Auxiliary Week Proclamation presented by Mayor Perrin

Sponsors: Mayor's Office

It was announced that the week of April 4-8, 2016, would be "Junior Auxiliary Week."

This item was Read.

[COM-16:018](#)

End of 2015 year adjustment presentation by Chief Financial Officer Suzanne Allen

Sponsors: Finance

Attachments: [Fiscal Year End December 2015](#)

Ms. Allen noted Jonesboro had a good 2015 and ended with not only a balanced budget, but also a surplus. She thanked the department heads who are very cautious about not overspending during the year.

This item was Filed.

COM-16:020

Presentation by Mayor Perrin to the Nettleton High School Bowling Team 5A-4A State Champions.

Sponsors: Mayor's Office

This item was Read.

5. CONSENT AGENDA

Councilman Street asked that RES-16:031 be pulled from the consent agenda because he will need to abstain from voting on that item. He also asked that RES-16:032 be pulled because it was postponed by the Nominating & Rules Committee.

Approval of the Consent Agenda

A motion was made by Councilman Gene Vance, seconded by Councilman Rennell Woods, to Approve the Consent Agenda with the exception of RES-16:031 and RES-16:032. The motioned PASSED.

Aye: 9 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

MIN-16:032

Minutes for the City Council meeting on March 15, 2016

Attachments: [Minutes](#)

A motion was made that this Minutes be Passed . The motion PASSED BY VOICE VOTE

RES-16:034

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A CONTRACT TO PURCHASE PROPERTY LOCATED AT 3007 DAN AVENUE FROM LINDA TATE

Sponsors: Parks & Recreation and Mayor's Office

Attachments: [3007 Dan Ave](#)

This item was APPROVED on the consent agenda.

RES-16:038

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO REQUEST RECYCLING GRANT FUNDS FROM THE CRAIGHEAD COUNTY REGIONAL SOLID WASTE MANAGEMENT DISTRICT

Sponsors: Mayor's Office

Attachments: [2016 City Request for Recycling Grant Funds Presentation to Finance Committee Mar. 29](#)

This item was **APPROVED** on the consent agenda.

6. NEW BUSINESS

RES-16:031

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS REQUESTING CITY WATER & LIGHT (CWL) PURCHASE A FIRE TRUCK FOR THE CITY OF JONESBORO

Sponsors: Fire Department

Councilman Street abstained from voting and discussion because he is on the board of directors for City Water & Light.

A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote:

Aye: 9 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

RES-16:032

RESOLUTION TO MAKE APPOINTMENTS/REAPPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS AS RECOMMENDED BY MAYOR PERRIN

Sponsors: Mayor's Office

Councilman Street clarified that the resolution he was thinking of is RES-16:033, not RES-16:029.

A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote:

Aye: 9 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

ORDINANCES ON FIRST READING

ORD-16:021

AN ORDINANCE ABANDONING AND VACATING A PORTION OF A DRAINAGE EASEMENT LOCATED WEST OF BROWNS LANE, SOUTH OF HILL PARK DRIVE AS REQUESTED BY THE JACK HILL FAMILY TRUST

Attachments: [Engineering & Planning Dept. Letter](#)
[Petition](#)
[Plat](#)
[Utility Letters](#)

Councilman Street offered the ordinance for first reading by title only.

Councilman Vance abstained from discussion and voting on this item because he is the project manager for this project.

Councilman Street motioned, seconded by Councilwoman Williams, to suspend the rules and waive the second and third reading. All voted aye with the exception of Councilman Vance who abstained from voting on this item.

A motion was made by Councilman John Street, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.

Aye: 8 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

Abstain: 1 - Gene Vance

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-16:019

AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-2 TO C-1 LUO FOR PROPERTY LOCATED AT 309 AND 311 E. OAK, 1005 COBB AND 316 E. CHERRY AS REQUESTED BY MIDTOWN DEVELOPMENT

Attachments: [Plat](#)
[MAPC Report](#)

Councilman Street asked if there was any opposition to the rezoning. City Planner Otis Spriggs answered no.

Councilman Street motioned, seconded by Councilman Johnson, to suspend the rules and place the ordinance on third reading. All voted aye.

A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.

Aye: 9 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

8. MAYOR'S REPORTS

Councilman Moore discussed the following items:

Building permits for May totaled \$20,480,555 with commercial permits being 76% and residential permits being 24%.

In regards to condemnations, four structures were torn down by the owner and one was brought up to code.

Legislative auditors are here and will be sending the Council members their report.

Property Maintenance Code meetings were announced. They are April 21, 2016, at 6:00 p.m. at Allen Park and April 25, 2016, at 6:00 p.m. at Parker Park.

He thanked all of the city crews who worked during the recent flooding. He also noted that Lawson Road was opened back up earlier today and that Red Wolf Boulevard improvements are also completed.

9. CITY COUNCIL REPORTS

Councilman Street also thanked the city employees for their work during the flooding. He added recent events reflect the importance of battery backups at signal lights, so when the electricity goes out the backups can allow the lights to function.

Councilman Gibson motioned, seconded by Councilwoman Williams, to suspend the rules and add RES-16:043 to the agenda. All voted aye.

RES-16:043

RESOLUTION APPROVING THE TITLE VI PROGRAM SUBMITTED FOR THE JET SYSTEM

Sponsors: JETS

Attachments: [JETS 2016 Title VI Program Draft prelim Final Draft 3-30-16](#)

A motion was made by Councilman Chris Gibson, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote:

Aye: 9 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

10. PUBLIC COMMENTS

Steve Barkley, 1209 W. Washington, explained he has had an ongoing discussion with the city regarding the partial closing of an alley on Floyd Street. The closing has allowed construction to begin on a duplex next to his property. The petition that allowed the duplex was obtained illegally from the signatures to the notary stamp. The alley was supposed to be closed just short of his property, keeping him off the petition. But, after studying the measurements he found the closing crossed his property line. The city had the Police Department investigate the petition as a forgery offense. The person who circulated the petition admitted to falsifying the document and is on several Jonesboro boards and committees. Mr. Barkley noted the investigation concluded with a finding of no criminal intent. He stated this is wrong and said the alley should be put back to the way it was before it was illegally modified.

City Attorney Carol Duncan stated it is her understanding that the initial investigation is done. The signature on the petition is the executor of the estate of the person who originally owned the property. The owner was deceased at the time, so the son signed the petition as the only heir to the property. The son signed his father's name as opposed to his name on behalf of his father as executor of his estate. After Sgt. McDaniel in the Police Department interviewed the son, he concluded there was no criminal intent. There was a question about the notary in that the notary did not witness the signature. The punishment for that would be for the person to lose their notary, but that person is no longer a notary at this time.

Mr. Barkley explained it is his understanding the person circulating the petition took the signature off the fender of the property owner's truck and had a notary employed by him notarize the petition. He thinks the person knew he was doing something wrong. Someone had already contacted him, prior to the abandonment, about purchasing that piece of property because it was too small to do anything with. But, by closing the partial alley it became bigger.

Councilman Moore reiterated City Attorney Duncan’s comments and added he doesn’t think there’s anything else the city can do to help Mr. Barkley. Mr. Barkley asked about the abandonment being on his property, yet he wasn’t part of the petition process. He stated the alley closing is definitely on his property. City Attorney Duncan explained that is the first she has heard of that. Mr. Barkley stated he just received the measurements yesterday. City Attorney Duncan informed Mr. Barkley that he could work with the Planning Department regarding the measurements and see if he could petition the City Council regarding the abandonment. Everything she saw before reflected he wasn’t an abutting property owner. She recommended he meet with City Planner Otis Spriggs concerning the measurements.

Chief Financial Officer Suzanne Allen explained the auditors are currently performing the 2015 audit, but the 2014 report was received by the Council members in January. She asked that the minutes show the Council members had the opportunity to ask questions or discuss anything concerning the 2014 audit. There were no significant findings. No questions were asked concerning the audit results.

11. ADJOURNMENT

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

Aye: 9 - Ann Williams;Chris Moore;John Street;Mitch Johnson;Gene Vance;Chris Gibson;Rennell Woods;Charles Coleman and Todd Burton

Absent: 2 - Darrel Dover and Charles Frierson

_____ **Date:** _____

Harold Perrin, Mayor

Attest:

_____ **Date:** _____

Donna Jackson, City Clerk



Legislation Details (With Text)

File #: RES-16:035 **Version:** 1 **Name:** Contract with All Scapes for CDBG Word Street sidewalks
Type: Resolution **Status:** Recommended to Council
File created: 3/18/2016 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALL SCAPES IRRIGATION & LAWN CARE, LLC FOR THE CDBG WORD STREET SIDEWALKS - PHASE I (BID NO. 2016:16)
Sponsors: Grants, Engineering
Indexes: Contract
Code sections:
Attachments: [Contract Documents 2016 16](#)
[Bid Tab](#)

Date	Ver.	Action By	Action	Result
4/5/2016	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALL SCAPES IRRIGATION & LAWN CARE, LLC FOR THE CDBG WORD STREET SIDEWALKS - PHASE I (BID NO. 2016:16)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the CDBG Word Street Sidewalks - Phase I;

WHEREAS, the low bidder and the firm selected for the CDBG Word Street Sidewalks - Phase I is All Scapes Irrigation & Lawncare, LLC;

WHEREAS, funding for the execution of the contract shall come from the Community Development Block Grant (CDBG) and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with All Scapes Irrigation & Lawncare, LLC for the CDBG Word Street Sidewalks - Phase I.

Section 2. That funding for the execution of the contract shall come from the Community Development Block Grant (CDBG) and compensation shall be paid in accordance with the contract documents.

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



Specifications

For

CDBG Word Street Sidewalks

Phase 1

(Bid #2016:16)
Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

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XII. TECHNICAL SPECIFICATIONS

I. ADVERTISEMENT FOR BIDS

Sealed bids for the CDBG Word Street Sidewalks – Phase 1 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 March 16, 2016 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 sidewalks along Word Street and Labaume Street.. All Submissions shall be annotated on the outside of the envelope with the bid number 2016:16.

The project consists of the construction of approximately 550 LF of sidewalk along the North side of Word Street and the West side of Labaume Street.

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

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

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

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

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

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

The City of Jonesboro encourages participation of small, minority, and woman owned business enterprises in the procurement of goods, services, and construction, either as a general contractor or subcontractor. It is further requested that whenever possible, majority contractors who require sub-contractors seek qualified small, minority, and women owned businesses to partner with them.

This project is funded by Community Development Block Grant (CDBG) from HUD, the Department of Housing and Urban Development, as part of the FY 2015 CDBG Action Plan.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

Each bid must be submitted on the prescribed form (Proposal) and Unit Price Schedule. All blank spaces must be filled in legibly with ink or typed. All blank spaces for bid prices on the Unit Price Schedule must be filled in with figures; the extended total for each item shall be entered. If the unit price and the extended total of any item are not in agreement, the unit price shall govern and the extended total be corrected to conform thereto. Erasures or other corrections on the Proposal form or Unit Price Schedule shall be initialed by the signer of the bid. All bids must be signed in ink by an individual authorized to bind the Bidder. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Proposal by the Bidder. 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 Suspension and Debarment Certification in Section XII (Technical Specifications) must be executed and submitted with the bids at the time proposals are submitted.

“Buy America” provisions apply to this project in accordance with standard specifications of the Arkansas State Highway and Transportation, Section 106.01 (b).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the CDBG Word Sidewalks – Phase 1 Bid Number 2016:16 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, AR

Date March 16, 2016

Proposal of All Scapes Irrigation & Lawn Care LLC,

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

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

TO: City of Jonesboro

This bid results from your advertisement for bids for the CDBG Word Sidewalks – Phase 1.

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

N/A Dated _____

_____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

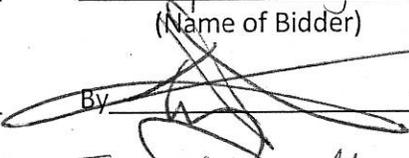
It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is certified ~~check/bid bond~~ (Strike One) in the amount of One thousand five hundred seventy three and 95/100 Dollars (\$ 1,573.95 ⁴⁵ 100), 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.

Sandra D West
(Witness)

Allscapes Irrigation & Lawn Care LLC
(Name of Bidder)

3104 Newcastle DR

By 

Paragould, AR 72450
(Address)

Trey McKee Managing Member
(Print Name and Title)

(mailing) 361 Southwest Dr #210 Jonesboro, AR 72401

(physical) 1409 East Parker Rd Jonesboro, AR 72404
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Removal and Disposal of Asphalt Pavement	202	SY	14	\$ <u>16.50</u>	\$ <u>231.00</u>
2	Removal and Disposal of Concrete Pavement	202	SY	101	\$ <u>16.75</u>	\$ <u>1691.75</u>
3	Removal and Disposal of Curb & Gutter	202	LF	45	\$ <u>4.25</u>	\$ <u>191.25</u>
4	Removal and Disposal of Concrete Sidewalk	202	SY	8	\$ <u>16.75</u>	\$ <u>134.00</u>
6	Aggregate Base Course (Class 7)	303	Ton	20	\$ <u>21.50</u>	\$ <u>430.00</u>
7	Portland Cement Concrete Driveway	505	SY	135	\$ <u>48.00</u>	\$ <u>6480.00</u>
8	Topsoil Furnished and Placed	628	CY	80	\$ <u>10.95</u>	\$ <u>876.00</u>
9	Concrete Walks	633	SY	182	\$ <u>44.50</u>	\$ <u>8099.00</u>
10	CC Curb & Gutter – A (1'6")	634	LF	639	\$ <u>14.00</u>	\$ <u>8946.00</u>
11	Wheelchair Ramp 100	641	SY	38	\$ <u>100.00</u>	\$ <u>3800.00</u>
12	Sidewalk Drain	SP	Each	1	\$ <u>600.00</u>	\$ <u>600.00</u>
TOTAL BASE BID					\$ <u>31,479.00</u>	

WRITTEN IN WORDS:

thirty one thousand four hundred seventy nine dollars ⁰⁰/₁₀₀



Bond Number BD143703

BID BOND

KNOW ALL BY THESE PRESENTS, that we, ALL SCAPES IRRIGATION & LAWN CARE, LLC of 1409 E PARKER RD JONESBORO, AR 72404-8304 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF JONESBORO 300 S CHURCH ST, JONESBORO AR 72401-2911 (hereinafter called the Oblige), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their 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 or is about to submit a proposal to the Oblige on a contract for CDBG WORD STREET SIDEWALKS -PHASE 1

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 11TH day of MARCH, 2016.

Sandra D West

Witness

[Signature]

Principal

ALL SCAPES IRRIGATION & LAWN CARE, LLC
MANAGING MEMBER

Title

Auto-Owners Insurance Company

Amanda Lamp

Witness

Teresa E. Gibson

Attorney-in-Fact





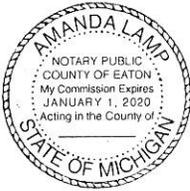
ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 11TH day of MARCH, 2016, before me personally appeared Teresa E. Gibson, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Amanda Lamp
Notary Public in the State of Michigan
County of Eaton

AMANDA LAMP
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Jan. 1, 2020

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD143703

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E. Gibson

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014.

Kenneth R. Schroeder Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 11th day of March, 2016



William F. Woodbury, Senior Vice President, Secretary and General Counsel

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. *All Scapes Irrigation & Lawn care LLC*
2. Permanent main office address. (mailing) *361 Southwest DR #210 Jonesboro, AR 72401*
(physical) *1409 East Parker Rd Jonesboro, AR 72404*
3. When organized. *November 17, 2009*
4. If a corporation, where incorporated.
Limited Liability Company (Arkansas)
5. How many years have been engaged in the contracting business under your present firm or trade name? *6 years*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *City of Jonesboro Engineering Dept 2016 Concrete Contract for 250,000 to be completed by December 31, 2016*
7. General character of work performed by your company.
Landscaping, Irrigation, Lawn care, Concrete, construction, and fencing
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? *N/A*
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? *No*

If so, where and why? *N/A*
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
See Attached list
12. List your major equipment available for this Contract.
Tractors, Bobcats, Mini Excavators
13. Experience in construction work similar in importance to this project.
Multiple Concrete projects for commercial & residential clients
14. Background and experience of the principal members of your organization, including the officers. *20+ years in construction & related projects for managing member, Trey McKee*
15. Credit available: *\$ 200,000*
16. Give Bank reference: *Evolve Bank & Trust*
Blake Johnson

Trey McKee



OFFICE / NURSERY: 1409 E. Parker Rd Jonesboro, AR 72404

MAILING ADDRESS: 361 Southwest Drive #210 Jonesboro, AR 72401

Office: 870-819-1314 Nursery: 870-275-6510

03/16/16

CDBG Word Street Sidewalks Phase 1

Bid Documents Questions Page 11

Question 11

April 2015	City of Jonesboro – Softball Fields Renovation	\$69,396
May 2015	Mike Sifford - Landscaping, Irrigation, & Fencing	\$62,583
August 2015	City of Jonesboro – Brick Pavers @ Burke & Cate	\$18,988
February 2016	Jonesboro Booster Club – Fencing at Joe Mac Campbell Park	\$21,600

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 2020 Jonesboro, AR this 16th
 day of MARCH, 2016.

All Scapes Irrigation & Lawn Care LLC
 (Name of Bidder)

By [Signature]
 Title Managing Member

STATE OF Arkansas)
) SS.
 COUNTY OF Craighead)

Trey McKee being duly sworn deposes and says that
 he is MANAGE member of All Scapes Irrigation & Lawn Care LLC
 (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 16th day of March, 2016.

[Signature]
 (Notary Public)

My Commission Expires:

July 22, 2021

MITZIE WHITTEN NOTARY PUBLIC - ARKANSAS CRAIGHEAD COUNTY - #12383657 My Comm. Expires July 22, 2021
--

VII. CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and

between All Scapes Irrigation & Lawncare, LLC

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

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the CDBG Word Street Sidewalks – Phase 1 in strict accordance with the Contract Documents, including all Addenda thereto

_____ dated _____

_____ dated _____

_____ dated _____

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within thirty (30) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed in four (4) counterparts, each of which shall be considered an original on the day and year first above written.

ATTEST:

(Contractor)

_____ By _____

_____ Title _____

(Street)

(City)

City of Jonesboro
(Owner)

_____ By _____

VIII. ARKANSAS PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____

as Principal, hereinafter called Principal, and _____

of _____ State of _____,
as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Jonesboro as Obligee, hereinafter called Owner, in the amount _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the CDBG Word Street Sidewalks – Phase 1.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS

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GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

C.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 will be made to the Contractor once a month. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

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

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

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

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

to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

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

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

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

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

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

GC.12 USE OF COMPLETED PORTIONS

The Owner shall have the right to use any completed or partially completed portion of the work and

such use shall not be considered as an acceptance of any work.

GC.13 CHANGES IN THE WORK

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

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

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

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

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

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with

the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:

- (A) Labor, including foremen;
- (B) Materials entering permanently into the work;
- (C) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
- (D) Power and consumable supplies for the operation of power equipment;
- (E) Insurance;
- (F) Social Security and old age and unemployment contributions.

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

Each Change Order shall include in its final form:

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

GC.14 CLAIMS FOR EXTRA COST

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

Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result in handling more material, or performing more work, than would be reasonably

estimated from the Drawings and maps issued.

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

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

Termination for Convenience

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

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

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

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

GC.16 SUSPENSION OF WORK

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

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

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

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner,

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

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

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

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

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other overhead and administrative expenses.

It is, therefore, agreed that if there is a delay in the completion of the work beyond the period

elsewhere herein specified which has not been authorized by the Owner as set forth above, then the Owner may deduct from the Contract price the amount stated in the Special Conditions, bound herewith, as liquidated damages.

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

The Drawings and this Specification are to be considered cooperative. All work necessary for the completion of the facility shown on the Drawings, but not described in this Specification, or described in this Specification but not shown on the Drawings, OR REASONABLY IMPLIED BY EITHER OR BOTH, shall be executed in the best manner, the same as if fully shown and specified. When no figures or

memoranda are given, the Drawings shall be accurately followed, according to their scale, but in all cases of discrepancy in figures or details, the decision of the Engineer shall be obtained before proceeding with the Work. If the Contractor adjusts any such discrepancy without first having obtained the approval of the Engineer, it shall be at his own risk, and he shall bear any extra expense resulting therefrom.

GC.21 SHOP DRAWINGS

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

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

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

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

"Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner".

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

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

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

The Contractor shall submit all material, product, or equipment samples, descriptions, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall

be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time. Submit four (4) copies of data for Engineer's review.

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

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

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

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

GC.25 PERMITS AND CODES

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

applicable ordinances, and codes including all written waivers.

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

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

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

GC.26 CARE OF WORK

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

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

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

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Public Agency, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

The Contractor shall avoid damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and

he shall at his own expense completely repair any damage thereto caused by his operations, to the satisfaction of the Owner.

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

GC.27 QUALITY OF WORK AND PROPERTY

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

Neither the Owner's payment, acceptance, inspection or use of the work, property, materials, or equipment, nor any other provision of the Contract Documents shall constitute acceptance of work, property, materials, or equipment which are defective or not in accordance with the Contract Documents. If the Contractor breaches any provision of the Contract Documents with respect to the quality of the work, property, materials, equipment or performance, whether initial or corrective, his liability to the Owner shall continue until the statute of limitations with respect to such breach of contract has expired following discovery of the defect. All parts of this section are cumulative to any other provisions of the Contract Documents and not in derogation thereof. If it is customary for a warranty to be issued for any of the property to be furnished hereunder, such warranty shall be furnished, but no limitations in any such warranty shall reduce the obligations imposed under the Contractor in the Contract Documents or by Arkansas Law; but if any greater obligations than imposed in this Contract are specified in any such warranty or by Arkansas Law, those greater obligations shall

be deemed a part of this Contract and enforceable by the Owner.

GC.28 ACCIDENT PREVENTION

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

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

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

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

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

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

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

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

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

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

The Local Public Agency, its authorized representatives and agents, shall at all times during work hours have access to and be permitted to observe and review all work, materials, equipment, payrolls, and personnel records pertaining to this Contract, provided, however, that all instructions and approval

with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents. Representatives of Federal, State, and local government agencies also have the right of physical inspection of the work during work hours.

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and

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

GC.39 GENERAL GUARANTY

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

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

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

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

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

SGC.2 DRAWINGS

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

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

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

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES

The Contractor shall comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

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

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

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

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

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

General Decision Number: AR160175 01/08/2016 AR175

Superseded General Decision Number: AR20150175

State: Arkansas

Construction Type: Heavy
Heavy Construction

Counties: Craighead and Poinsett Counties in Arkansas.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0624-003 01/01/2014

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

* PAIN0424-007 07/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 17.30	5.92

SUAR2008-172 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 14.55	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.54	0.00
ELECTRICIAN.....	\$ 19.16	4.12
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.90	2.23
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.67	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.74	0.00
OPERATOR: Bulldozer.....	\$ 12.00	0.00
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Loader (Front End)....	\$ 13.42	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

□

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

**PREVAILING
WAGES**

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

OVERTIME

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

ENFORCEMENT

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

APPRENTICES

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

PROPER PAY

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

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

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



For additional information:

1-866-4-USWAGE

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



WWW.WAGEHOUR.DOL.GOV

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

The project is located along Word Street and Labaume Street, Jonesboro, Arkansas. A map showing the general location is included in the plan sets.

SC.3 SCOPE OF WORK

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to construct CDBG Word Street Sidewalks – Phase 1.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be thirty (30) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 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 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 have 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

CDBG Word Street Sidewalks – Phase 1

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

CDBG Word Street Sidewalks – Phase 1

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 CDBG Word Street Sidewalks – Phase 1 and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep said work in repair for a one year period beginning _____ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

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SP-7	Suspension and Debarment 2 CFR §200.213

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.

SP-2 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

SP -3 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C 327 *ET SEQ.*)

Contract Work Hours and, Safety Standards Act, as Amended



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

WH Publication 1432
(Revised April 2009)

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PUBLIC LAW 107–217—AUG. 21, 2002 [as amended¹]

An Act

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, “Public Buildings, Property, and Works”.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, “Public Buildings, Property, and Works”, as follows:

TITLE 40—PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * *

SUBTITLE II—PUBLIC BUILDINGS AND WORKS

PART A—GENERAL

* * * *

CHAPTER 37 – CONTRACT WORK HOURS AND SAFETY STANDARDS

* * * *

Sec. 3141. Definitions

(a) Definition.— In this chapter, the term “Federal Government” has the same meaning that the term “United States” had in the Contract Work Hours and Safety Standards Act (Public Law 87–581, 76 Stat. 357).

(b) Application.—

(1) Contracts.— This chapter applies to—

¹Pub. L. 109-284 Sec. 6(14), (15), (16), and (17) made minor technical corrections in Secs 3701, 3702, and 3704 (Sept. 27, 2006, 120 Stat. 1213.)

²The Contract Work Hours and Safety Standards Act, referred to in subsec. (a), is title I of Pub. L. 87–581, Aug. 13, 1962, 76 Stat. 357, as amended, which was classified generally to subchapter II (Sec. 327 et seq.) of chapter 5 of former Title 40, Public Buildings, Property, and Works, prior to repeal and reenactment as this chapter by Pub. L. 107–217, Secs. 1, 6 (b), Aug. 21, 2002, 116 Stat. 1062, 1304. Section 101 of title I of Pub. L. 87–581 was classified to section 327 of former Title 40 and was repealed and not reenacted by Pub. L. 107–217.

(A) any contract that may require or involve the employment of laborers or mechanics on a public work of the Federal Government, a territory of the United States,

or the District of Columbia; and

(B) any other contract that may require or involve the employment of laborers or mechanics if the contract is one—

(i) to which the Government, an agency or instrumentality of the Government, a territory, or the District of Columbia is a party;

(ii) which is made for or on behalf of the Government, an agency or instrumentality, a territory, or the District of Columbia; or

(iii) which is a contract for work financed at least in part by loans or grants from, or loans insured or guaranteed by, the Government or an agency or instrumentality under any federal law providing wage standards for the work.

(2) Laborers and mechanics.— This chapter applies to all laborers and mechanics employed by a contractor or subcontractor in the performance of any part of the work under the contract—

(A) including watchmen, guards, and workers performing services in connection with dredging or rock excavation in any river or harbor of the United States, a territory,

or the District of Columbia; but

(B) not including an employee employed as a seaman.

(3) Exceptions.—

(A) This chapter.— This chapter does not apply to—

(i) a contract for—

(I) transportation by land, air, or water;

(II) the transmission of intelligence; or

(III) the purchase of supplies or materials or articles ordinarily available in the open market;

(ii) any work required to be done in accordance with the provisions of the Walsh-Healey Act (41 U.S.C. 35 et seq.); and

(iii) a contract in an amount that is not greater than \$100,000.

(B) Section 3702.— Section 3702 of this title does not apply to work where the assistance described in paragraph (1)(B)(iii) from the Government or an agency or instrumentality is only a loan guarantee or insurance.

3702. Work hours.

(a) Standard Workweek.— The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract Requirements.— A contract described in section 3701 of this title, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that contract, must provide that—

(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable—

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated Damages.— Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts Withheld to Satisfy Liabilities.— Subject to section 3703 of this title, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

3703. Report of violations and withholding of amounts for unpaid wages and liquidated damages.

(a) Reports of Inspectors.— An officer or individual designated as an inspector of the work to be performed under a contract described in section 3701 of this title, or to aid in the enforcement or fulfillment of the contract, on observation or after investigation immediately shall report to the proper officer of the Federal Government, a territory of the United States, or the District of Columbia all violations of this chapter occurring in the performance of the work, together with the name of each laborer or mechanic who was required or permitted to work in violation of this chapter and the day the violation occurred.

(b) Withholding Amounts.—

(1) Determining amount.— The amount of unpaid wages and liquidated damages owing under this chapter shall be determined administratively.

(2) Amount directed to be withheld.— The officer or individual whose duty it is to approve the payment of money by the Government, territory, or District of Columbia in connection with the performance of the contract work shall direct the amount of—

(A) liquidated damages to be withheld for the use and benefit of the Government, territory, or District; and

(B) unpaid wages to be withheld for the use and benefit of the laborers and mechanics who were not compensated as required under this chapter.

(3) Payment.— The Comptroller General shall pay the amount administratively determined to be due directly to the laborers and mechanics from amounts withheld on account of underpayments of wages if the amount withheld is adequate. If the amount withheld is not adequate, the Comptroller General shall pay an equitable proportion of the amount due.

(c) Right of Action and Intervention Against Contractors and Sureties.— If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this chapter, the laborers and mechanics, in the case of a department or agency of the Government, have the same right of action and intervention against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(d) Review Process.—

(1) Time limit for appeal.— Within 60 days after an amount is withheld as liquidated damages, any contractor or subcontractor aggrieved by the withholding may appeal to the head of the agency of the Government or territory for which the contract work is done or which is providing financial assistance for the work, or to the Mayor of the District of Columbia in the case of liquidated damages withheld for the use and benefit of the District.

(2) Review by agency head or mayor.— The agency head or Mayor may review the administrative determination of liquidated damages. The agency head or Mayor may issue a final order affirming the determination or may recommend to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the contractor or subcontractor be relieved of liability for the liquidated damages, if it is found that the amount is incorrect or that the contractor or subcontractor violated this chapter inadvertently, notwithstanding the exercise of due care by the contractor or subcontractor and the agents of the contractor or subcontractor.

(3) Review by secretary.— The Secretary shall review all pertinent facts in the matter and may conduct any investigation the Secretary considers necessary in order to affirm or reject the recommendation. The decision of the Secretary is final.

(4) Judicial action.— A contractor or subcontractor aggrieved by a final order for the withholding of liquidated damages may file a claim in the United States Court of Federal Claims within 60 days after the final order. A final order of the agency head, Mayor, or Secretary is conclusive with respect to findings of fact if supported by substantial evidence.

(e) Applicability of Other Laws.—

(1) Reorganization plan.— Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) applies to this chapter.

(2) Section 3145.— Section 3145 of this title applies to contractors and subcontractors referred to in section 3145 who are engaged in the performance of contracts subject to this chapter.

3704. Health and safety standards in building trades and construction industry.

(a) Condition of Contracts.—

(1) In general.— Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

(2) Consultation.— In formulating standards under this section, the Secretary shall consult with the Advisory Committee created by subsection (d).

(b) Compliance.—

(1) Actions to gain compliance.— The Secretary may make inspections, hold hearings, issue orders, and make decisions based on findings of fact as the Secretary considers necessary to gain compliance with this section and any health and safety standard the Secretary prescribes under subsection (a). For those purposes the Secretary and the United States district courts have the authority and jurisdiction provided by sections 4 and 5 of the Walsh-Healey Act (41 U.S.C. 38, 39).

(2) Remedy when noncompliance found.— When the Secretary, after an opportunity for an adjudicatory hearing by the Secretary, establishes noncompliance under this section of any condition of a contract described in—

(A) section 3701 (b)(1)(B)(i) or (ii) of this title, the governmental agency for which the contract work is done may cancel the contract and make other contracts for the completion of the contract work, charging any additional cost to the original contractor; or

(B) section 3701 (b)(1)(B)(iii) of this title, the governmental agency which is providing the financial guarantee, assistance, or insurance for the contract work may withhold the guarantee, assistance, or insurance attributable to the performance of the contract.

(3) Nonapplicability.— Section 3703 of this title does not apply to the enforcement of this section.

(c) Repeated Violations.—

(1) Transmittal of names of repeat violators to comptroller general.— When the Secretary, after an opportunity for an agency hearing, decides on the record that, by repeated willful or grossly negligent violations of this chapter, a contractor or subcontractor has demonstrated that subsection (b) is not effective to protect the safety and health of the employees of the contractor or subcontractor, the Secretary shall make a finding to that effect and, not sooner than 30 days after giving notice of the finding to all interested persons, shall transmit the name of the contractor or subcontractor to the Comptroller General.

(2) Ban on awarding contracts.— The Comptroller General shall distribute each name transmitted under paragraph (1) to all agencies of the Federal Government. Unless the Secretary otherwise recommends, the contractor, subcontractor, or any person in which the contractor or subcontractor has a substantial interest may not be awarded a contract subject to this section until three years have elapsed from the date the name is transmitted to the Comptroller General. The Secretary shall terminate the ban if, before the end of the three-year period, the Secretary, after affording interested persons due notice and an opportunity for a hearing, is satisfied that a contractor or subcontractor whose name was transmitted to the Comptroller General will comply responsibly with the requirements of this section. The Comptroller General shall inform all Government agencies after being informed of the Secretary's action.

(3) Judicial review.— A person aggrieved by the Secretary's action under this subsection or subsection (b) may file with the appropriate United States court of appeals a petition for review of the Secretary's action within 60 days after receiving notice of the Secretary's action. The clerk of the court immediately shall send a copy of the petition to the Secretary. The Secretary then shall file with the court the record on which the action is based. The findings of fact by the Secretary, if supported by substantial evidence, are final. The court may enter a decree enforcing, modifying, modifying and enforcing, or setting aside any part of, the order of the Secretary or the appropriate Government agency. The judgment of the court may be reviewed by the Supreme Court as provided in section 1254 of title 28.

(d) Advisory Committee on Construction Safety and Health.—

(1) Establishment.— There is an Advisory Committee on Construction Safety and Health in the Department of Labor.

(2) Composition.— The Committee is composed of nine members appointed by the Secretary, without regard to chapter 33 of title 5, as follows:

(A) Three members shall be individuals representative of contractors to whom this section applies.

(B) Three members shall be individuals representative of employees primarily in the building trades and construction industry engaged in carrying out contracts to which this section applies.

(C) Three members shall be public representatives who shall be selected on the basis of their professional and technical competence and experience in the construction health and safety field.

(3) Chairman.— The Secretary shall appoint one member as Chairman.

(4) Duties.— The Committee shall advise the Secretary—

(A) in formulating construction safety and health standards and other regulations; and

(B) on policy matters arising in carrying out this section.

(5) Experts and Consultants.— The Secretary may appoint special advisory and technical experts or consultants as may be necessary to carry out the functions of the Committee.

(6) Compensation and expenses.— Committee members are entitled to receive compensation at rates the Secretary fixes, but not more than \$100 a day, including traveltime, when performing Committee business, and expenses under section 5703 of title 5.

3705. Safety programs.

The Secretary of Labor shall—

(1) provide for the establishment and supervision of programs for the education and training of employers and employees in the recognition, avoidance, and prevention of unsafe working conditions in employment covered by this chapter; and

(2) collect reports and data and consult with and advise employers as to the best means of preventing injuries.

3706. Limitations, variations, tolerances, and exemptions.

The Secretary of Labor may provide reasonable limitations to, and may prescribe regulations allowing reasonable variations to, tolerances from, and exemptions from, this chapter that the Secretary may find necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment of the conduct of Federal Government business.

3707. Contractor certification or contract clause in acquisition of commercial items not required.

In a contract to acquire a commercial item (as defined in section 4 of the Office of Federal Procurement Policy Act (41 U.S.C. 403)), a certification by a contractor or a contract clause may not be required to implement a prohibition or requirement in this chapter.

3708. Criminal penalties.

A contractor or subcontractor having a duty to employ, direct, or control a laborer or mechanic employed in the performance of work contemplated by a contract to which this chapter applies that intentionally violates this chapter shall be fined under title 18, imprisoned for not more than six months, or both.

SP-4 EMPLOYMENT AND CONTRACTING OPPORTUNITIES

§ 570.607 Employment and contracting opportunities.

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, *12086*, and 12107 (3 CFR 1964–1965 Comp. p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

SP-5 NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

The National Environmental Policy Act of 1969

The National Environmental Policy Act of 1969, as amended

(Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982)

An Act to establish a national policy for the environment, to provide for the establishment of a Council on Environmental Quality, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "National Environmental Policy Act of 1969."

Purpose

Sec. 2 [42 USC § 4321].

The purposes of this Act are: To declare a national policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; to enrich the understanding of the ecological systems and natural resources important to the Nation; and to establish a Council on Environmental Quality.

TITLE I

CONGRESSIONAL DECLARATION OF NATIONAL ENVIRONMENTAL POLICY

Sec. 101 [42 USC § 4331].

(a) The Congress, recognizing the profound impact of man's activity on the interrelations of all components of the natural environment, particularly the profound influences of population growth, high-density urbanization, industrial expansion, resource exploitation, and new and expanding technological advances and recognizing further the critical importance of restoring and maintaining environmental quality to the overall welfare and development of man, declares that it is the continuing policy of the Federal Government, in cooperation with State and local governments, and other concerned public and private organizations, to use all practicable means and measures, including financial and technical assistance, in a manner calculated to foster and promote the general welfare, to create and maintain conditions under which man and nature can exist in productive harmony, and fulfill the social, economic, and other requirements of present and future generations of Americans.

(b) In order to carry out the policy set forth in this Act, it is the continuing responsibility of the Federal Government to use all practicable means, consistent with other essential considerations of national policy, to improve and coordinate Federal plans, functions,

programs, and resources to the end that the Nation may --

1. fulfill the responsibilities of each generation as trustee of the environment for succeeding generations;
2. assure for all Americans safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
3. attain the widest range of beneficial uses of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences;
4. preserve important historic, cultural, and natural aspects of our national heritage, and maintain, wherever possible, an environment which supports diversity, and variety of individual choice;
5. achieve a balance between population and resource use which will permit high standards of living and a wide sharing of life's amenities; and
6. enhance the quality of renewable resources and approach the maximum attainable recycling of depletable resources.

(c) The Congress recognizes that each person should enjoy a healthful environment and that each person has a responsibility to contribute to the preservation and enhancement of the environment.

Sec. 102 [42 USC § 4332].

The Congress authorizes and directs that, to the fullest extent possible: (1) the policies, regulations, and public laws of the United States shall be interpreted and administered in accordance with the policies set forth in this Act, and (2) all agencies of the Federal Government shall --

(A) utilize a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences and the environmental design arts in planning and in decisionmaking which may have an impact on man's environment;

(B) identify and develop methods and procedures, in consultation with the Council on Environmental Quality established by title II of this Act, which will insure that presently unquantified environmental amenities and values may be given appropriate consideration in decisionmaking along with economic and technical considerations;

(C) include in every recommendation or report on proposals for legislation and other major Federal actions significantly affecting the quality of the human environment, a detailed statement by the responsible official on --

(i) the environmental impact of the proposed action,

(ii) any adverse environmental effects which cannot be avoided should the proposal be implemented,

- (iii) alternatives to the proposed action,
- (iv) the relationship between local short-term uses of man's environment and the maintenance and enhancement of long-term productivity, and
- (v) any irreversible and irretrievable commitments of resources which would be involved in the proposed action should it be implemented.

Prior to making any detailed statement, the responsible Federal official shall consult with and obtain the comments of any Federal agency which has jurisdiction by law or special expertise with respect to any environmental impact involved. Copies of such statement and the comments and views of the appropriate Federal, State, and local agencies, which are authorized to develop and enforce environmental standards, shall be made available to the President, the Council on Environmental Quality and to the public as provided by section 552 of title 5, United States Code, and shall accompany the proposal through the existing agency review processes;

(D) Any detailed statement required under subparagraph (C) after January 1, 1970, for any major Federal action funded under a program of grants to States shall not be deemed to be legally insufficient solely by reason of having been prepared by a State agency or official, if:

- (i) the State agency or official has statewide jurisdiction and has the responsibility for such action,
- (ii) the responsible Federal official furnishes guidance and participates in such preparation,
- (iii) the responsible Federal official independently evaluates such statement prior to its approval and adoption, and
- (iv) after January 1, 1976, the responsible Federal official provides early notification to, and solicits the views of, any other State or any Federal land management entity of any action or any alternative thereto which may have significant impacts upon such State or affected Federal land management entity and, if there is any disagreement on such impacts, prepares a written assessment of such impacts and views for incorporation into such detailed statement.

The procedures in this subparagraph shall not relieve the Federal official of his responsibilities for the scope, objectivity, and content of the entire statement or of any other responsibility under this Act; and further, this subparagraph does not affect the legal sufficiency of statements prepared by State agencies with less than statewide jurisdiction.

(E) study, develop, and describe appropriate alternatives to recommended courses of action in any proposal which involves unresolved conflicts concerning alternative uses of available resources;

(F) recognize the worldwide and long-range character of environmental problems and,

where consistent with the foreign policy of the United States, lend appropriate support to initiatives, resolutions, and programs designed to maximize international cooperation in anticipating and preventing a decline in the quality of mankind's world environment;

(G) make available to States, counties, municipalities, institutions, and individuals, advice and information useful in restoring, maintaining, and enhancing the quality of the environment;

(H) initiate and utilize ecological information in the planning and development of resource-oriented projects; and

(I) assist the Council on Environmental Quality established by title II of this Act.

Sec. 103 [42 USC § 4333].

All agencies of the Federal Government shall review their present statutory authority, administrative regulations, and current policies and procedures for the purpose of determining whether there are any deficiencies or inconsistencies therein which prohibit full compliance with the purposes and provisions of this Act and shall propose to the President not later than July 1, 1971, such measures as may be necessary to bring their authority and policies into conformity with the intent, purposes, and procedures set forth in this Act.

Sec. 104 [42 USC § 4334].

Nothing in section 102 [42 USC § 4332] or 103 [42 USC § 4333] shall in any way affect the specific statutory obligations of any Federal agency (1) to comply with criteria or standards of environmental quality, (2) to coordinate or consult with any other Federal or State agency, or (3) to act, or refrain from acting contingent upon the recommendations or certification of any other Federal or State agency.

Sec. 105 [42 USC § 4335].

The policies and goals set forth in this Act are supplementary to those set forth in existing authorizations of Federal agencies.

TITLE II

COUNCIL ON ENVIRONMENTAL QUALITY

Sec. 201 [42 USC § 4341].

The President shall transmit to the Congress annually beginning July 1, 1970, an Environmental Quality Report (hereinafter referred to as the "report") which shall set forth (1) the status and condition of the major natural, manmade, or altered environmental classes of the Nation, including, but not limited to, the air, the aquatic, including marine, estuarine, and fresh water, and the terrestrial environment, including, but not limited to, the forest, dryland, wetland, range, urban, suburban and rural environment; (2) current and foreseeable trends in the quality, management and utilization of such environments and the effects of those trends on the social, economic, and other requirements of the Nation; (3) the adequacy of available natural resources for fulfilling human and economic requirements of the Nation

in the light of expected population pressures; (4) a review of the programs and activities (including regulatory activities) of the Federal Government, the State and local governments, and nongovernmental entities or individuals with particular reference to their effect on the environment and on the conservation, development and utilization of natural resources; and (5) a program for remedying the deficiencies of existing programs and activities, together with recommendations for legislation.

Sec. 202 [42 USC § 4342].

There is created in the Executive Office of the President a Council on Environmental Quality (hereinafter referred to as the "Council"). The Council shall be composed of three members who shall be appointed by the President to serve at his pleasure, by and with the advice and consent of the Senate. The President shall designate one of the members of the Council to serve as Chairman. Each member shall be a person who, as a result of his training, experience, and attainments, is exceptionally well qualified to analyze and interpret environmental trends and information of all kinds; to appraise programs and activities of the Federal Government in the light of the policy set forth in title I of this Act; to be conscious of and responsive to the scientific, economic, social, aesthetic, and cultural needs and interests of the Nation; and to formulate and recommend national policies to promote the improvement of the quality of the environment.

Sec. 203 [42 USC § 4343].

(a) The Council may employ such officers and employees as may be necessary to carry out its functions under this Act. In addition, the Council may employ and fix the compensation of such experts and consultants as may be necessary for the carrying out of its functions under this Act, in accordance with section 3109 of title 5, United States Code (but without regard to the last sentence thereof).

(b) Notwithstanding section 1342 of Title 31, the Council may accept and employ voluntary and uncompensated services in furtherance of the purposes of the Council.

Sec. 204 [42 USC § 4344].

It shall be the duty and function of the Council --

1. to assist and advise the President in the preparation of the Environmental Quality Report required by section 201 [42 USC § 4341] of this title;
2. to gather timely and authoritative information concerning the conditions and trends in the quality of the environment both current and prospective, to analyze and interpret such information for the purpose of determining whether such conditions and trends are interfering, or are likely to interfere, with the achievement of the policy set forth in title I of this Act, and to compile and submit to the President studies relating to such conditions and trends;
3. to review and appraise the various programs and activities of the Federal Government in the light of the policy set forth in title I of this Act for the purpose of determining the extent to which such programs and activities are contributing to the achievement

of such policy, and to make recommendations to the President with respect thereto;

4. to develop and recommend to the President national policies to foster and promote the improvement of environmental quality to meet the conservation, social, economic, health, and other requirements and goals of the Nation;
5. to conduct investigations, studies, surveys, research, and analyses relating to ecological systems and environmental quality;
6. to document and define changes in the natural environment, including the plant and animal systems, and to accumulate necessary data and other information for a continuing analysis of these changes or trends and an interpretation of their underlying causes;
7. to report at least once each year to the President on the state and condition of the environment; and
8. to make and furnish such studies, reports thereon, and recommendations with respect to matters of policy and legislation as the President may request.

Sec. 205 [42 USC § 4345].

In exercising its powers, functions, and duties under this Act, the Council shall --

1. consult with the Citizens' Advisory Committee on Environmental Quality established by Executive Order No. 11472, dated May 29, 1969, and with such representatives of science, industry, agriculture, labor, conservation organizations, State and local governments and other groups, as it deems advisable; and
2. utilize, to the fullest extent possible, the services, facilities and information (including statistical information) of public and private agencies and organizations, and individuals, in order that duplication of effort and expense may be avoided, thus assuring that the Council's activities will not unnecessarily overlap or conflict with similar activities authorized by law and performed by established agencies.

Sec. 206 [42 USC § 4346].

Members of the Council shall serve full time and the Chairman of the Council shall be compensated at the rate provided for Level II of the Executive Schedule Pay Rates [5 USC § 5313]. The other members of the Council shall be compensated at the rate provided for Level IV of the Executive Schedule Pay Rates [5 USC § 5315].

Sec. 207 [42 USC § 4346a].

The Council may accept reimbursements from any private nonprofit organization or from any department, agency, or instrumentality of the Federal Government, any State, or local government, for the reasonable travel expenses incurred by an officer or employee of the Council in connection with his attendance at any conference, seminar, or similar meeting conducted for the benefit of the Council.

Sec. 208 [42 USC § 4346b].

The Council may make expenditures in support of its international activities, including expenditures for: (1) international travel; (2) activities in implementation of international agreements; and (3) the support of international exchange programs in the United States and in foreign countries.

Sec. 209 [42 USC § 4347].

There are authorized to be appropriated to carry out the provisions of this chapter not to exceed \$300,000 for fiscal year 1970, \$700,000 for fiscal year 1971, and \$1,000,000 for each fiscal year thereafter.

The Environmental Quality Improvement Act, as amended (Pub. L. No. 91- 224, Title II, April 3, 1970; Pub. L. No. 97-258, September 13, 1982; and Pub. L. No. 98-581, October 30, 1984.

42 USC § 4372.

(a) There is established in the Executive Office of the President an office to be known as the Office of Environmental Quality (hereafter in this chapter referred to as the "Office"). The Chairman of the Council on Environmental Quality established by Public Law 91- 190 shall be the Director of the Office. There shall be in the Office a Deputy Director who shall be appointed by the President, by and with the advice and consent of the Senate.

(b) The compensation of the Deputy Director shall be fixed by the President at a rate not in excess of the annual rate of compensation payable to the Deputy Director of the Office of Management and Budget.

(c) The Director is authorized to employ such officers and employees (including experts and consultants) as may be necessary to enable the Office to carry out its functions ;under this chapter and Public Law 91-190, except that he may employ no more than ten specialists and other experts without regard to the provisions of Title 5, governing appointments in the competitive service, and pay such specialists and experts without regard to the provisions of chapter 51 and subchapter III of chapter 53 of such title relating to classification and General Schedule pay rates, but no such specialist or expert shall be paid at a rate in excess of the maximum rate for GS-18 of the General Schedule under section 5332 of Title 5.

(d) In carrying out his functions the Director shall assist and advise the President on policies and programs of the Federal Government affecting environmental quality by --

1. providing the professional and administrative staff and support for the Council on Environmental Quality established by Public Law 91- 190;
2. assisting the Federal agencies and departments in appraising the effectiveness of existing and proposed facilities, programs, policies, and activities of the Federal Government, and those specific major projects designated by the President which

do not require individual project authorization by Congress, which affect environmental quality;

3. reviewing the adequacy of existing systems for monitoring and predicting environmental changes in order to achieve effective coverage and efficient use of research facilities and other resources;
4. promoting the advancement of scientific knowledge of the effects of actions and technology on the environment and encouraging the development of the means to prevent or reduce adverse effects that endanger the health and well-being of man;
5. assisting in coordinating among the Federal departments and agencies those programs and activities which affect, protect, and improve environmental quality;
6. assisting the Federal departments and agencies in the development and interrelationship of environmental quality criteria and standards established throughout the Federal Government;
7. collecting, collating, analyzing, and interpreting data and information on environmental quality, ecological research, and evaluation.

(e) The Director is authorized to contract with public or private agencies, institutions, and organizations and with individuals without regard to section 3324(a) and (b) of Title 31 and section 5 of Title 41 in carrying out his functions.

42 USC § 4373. Each Environmental Quality Report required by Public Law 91-190 shall, upon transmittal to Congress, be referred to each standing committee having jurisdiction over any part of the subject matter of the Report.

42 USC § 4374. There are hereby authorized to be appropriated for the operations of the Office of Environmental Quality and the Council on Environmental Quality not to exceed the following sums for the following fiscal years which sums are in addition to those contained in Public Law 91- 190:

- (a) \$2,126,000 for the fiscal year ending September 30, 1979.
- (b) \$3,000,000 for the fiscal years ending September 30, 1980, and September 30, 1981.
- (c) \$44,000 for the fiscal years ending September 30, 1982, 1983, and 1984.
- (d) \$480,000 for each of the fiscal years ending September 30, 1985 and 1986.

42 USC § 4375.

(a) There is established an Office of Environmental Quality Management Fund (hereinafter referred to as the "Fund") to receive advance payments from other agencies or accounts that may be used solely to finance --

1. study contracts that are jointly sponsored by the Office and one or more other Federal agencies; and

2. Federal interagency environmental projects (including task forces) in which the Office participates.

(b) Any study contract or project that is to be financed under subsection (a) of this section may be initiated only with the approval of the Director.

(c) The Director shall promulgate regulations setting forth policies and procedures for operation of the Fund.

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**SP-6 ARCHITECTURAL BARRIERS ACT (42 U.S.C. 4151-4157) AND THE AMERICANS WITH
DISABILITIES ACT (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 AND 225)**

Architectural Barriers Act



Architectural Barriers Act

The Architectural Barriers Act (ABA) requires that buildings and facilities that are designed, constructed, or altered with Federal funds, or leased by a Federal agency, comply with Federal standards for physical accessibility. ABA requirements are limited to architectural standards in new and altered buildings and in newly leased facilities. They do not address the activities conducted in those buildings and facilities. Facilities of the U.S. Postal Service are covered by the ABA.

The Uniform Federal Accessibility Standards ("UFAS") provides uniform standards for the design, construction and alteration of buildings so that physically handicapped persons will have ready access to and use of them in accordance with the Architectural Barriers Act, 42 U.S.C. 4151-4157. See: <http://www.access-board.gov/ufas/ufas-html/ufas.htm>

For more information or to file a complaint, contact:

U.S. Architectural and Transportation
Barriers Compliance Board
1331 F Street, N.W. , Suite 1000
Washington, D.C. 20004-1111
(800) 872-2253 (voice)
(800) 993-2822 (TTY)

SP-7 SUSPENSION AND DEBARMENT 2 CFR §200.213

Suspension and Debarment

This contract with the **City of Jonesboro** is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

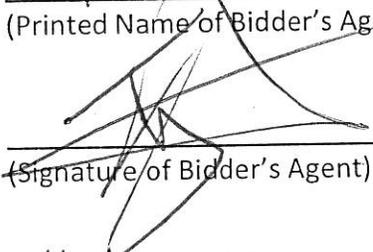
The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **City of Jonesboro**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the **City of Jonesboro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

All Scapes Irrigation & Lawcare LLC
(Name of Bidder/Proposer)

Trey McKee
(Printed Name of Bidder's Agent)


(Signature of Bidder's Agent)

Managing Member 3/16/16
(Printed Title of Bidder's Agent) (Date Executed)



Budgeted Amount

Opened by
Tabulated by

S A Kent
T Cooper

Bid #:
Date:

2016:08
03/16/16

DIVISIONS/DEPARTEMENT: Engineering - Word St Sidewalks	All-Scapes	Alvin Crabtree				
NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.						

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	14	R&D Asphalt Pavement	16.50	231.00	18.00	252.00	-	-	-	-	-	-	-	-
2	101	R&D Concrete Pavement	16.75	1,691.75	18.00	1,818.00	-	-	-	-	-	-	-	-
3	45	R&D Curb & Gutter	4.25	191.25	4.25	191.25	-	-	-	-	-	-	-	-
4	8	R&D Concrete Concrete Sidew	16.75	134.00	18.00	144.00	-	-	-	-	-	-	-	-
5	20	Aggregate Base Course (7)	21.50	430.00	25.00	500.00	-	-	-	-	-	-	-	-
6	135	Portland Cement Driveway	48.00	6,480.00	49.50	6,682.50	-	-	-	-	-	-	-	-
7	80	Topsoil Furnished & Placed	10.95	876.00	11.00	880.00	-	-	-	-	-	-	-	-
8	182	Concrete Walks	44.50	8,099.00	45.00	8,190.00	-	-	-	-	-	-	-	-
9	639	Curb & Gutter - A(1'6")	14.00	8,946.00	14.00	8,946.00	-	-	-	-	-	-	-	-
10	38	Wheelchair Ramp	100.00	3,800.00	175.00	6,650.00	-	-	-	-	-	-	-	-
11	1	Sidewalk Drain	600.00	600.00	600.00	600.00	-	-	-	-	-	-	-	-
			Yes		Yes									
			Yes		Yes									
			Yes		Yes									
TOTAL Invoice price				31,479.00		34,853.75		-		-		-		-



Legislation Details (With Text)

File #: RES-16:037 **Version:** 1 **Name:** Contract with Crabtree & Son for Caraway Road sidewalk project

Type: Resolution **Status:** Recommended to Council

File created: 3/21/2016 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE CARAWAY ROAD SIDEWALK PROJECT - PHASE II (BID NO. 2016:08)

Sponsors: Engineering, Grants

Indexes: Contract

Code sections:

Attachments: [Contract Documents 2016 08](#)
[BidTab](#)

Date	Ver.	Action By	Action	Result
4/5/2016	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE CARAWAY ROAD SIDEWALK PROJECT - PHASE II (BID NO. 2016:08)

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the Caraway Road Sidewalk Project - Phase II;

WHEREAS, the low bidder and the firm selected for the Caraway Road Sidewalk Project - Phase II is Crabtree & Son Construction, Inc.;

WHEREAS, funding for the execution of the contract shall come from the Federal Transportation Administration funding with 80% from Federal aid and 20% from local match (Capital Improvements) funds and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Crabtree & Son Construction, Inc. for the Caraway Road Sidewalk Project - Phase II.

Section 2. That funding for the execution of the contract shall come from the Federal Transportation Administration funding with 80% from Federal aid and 20% from local match (Capital Improvement) funds and compensation shall be paid in accordance with the contract documents.

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



Specifications

For

Caraway Road Sidewalk Project

Phase II

(Bid #2016:08)

Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

**ADDENDUM NO. 1 – 2015:08
CITY OF JONESBORO
CARAWAY ROAD SIDEWALK PROJECT – PHASE II
MARCH 9, 2016**

TO: Proposal Holders – 2016:08
SUBJECT: Specification Clarification

Item 1: Specification

Please insert the following attachments in the appropriate section of the Specifications. Please adhere to these new documents when bidding this project.

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

Attachments

ADDENDUM 1

ADVERTISEMENT FOR BIDS

Sealed bids for the Caraway Road Sidewalk Project – Phase II 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) March 16, 2016 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 sidewalks along Caraway Road. All Submissions shall be annotated on the outside of the envelope with the bid number 2016:08.

The project consists of the construction of 2,100 linear feet of sidewalk on the East side of Caraway Road between Matthews Avenue and Nettleton Avenue.

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.

Proposals will be considered on the basis of cost. 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.

This effort is funded 80% by Federal Transit Authority (FTA), and 20% by City Funds. Contractors must comply with FTA regulations are contained in this packet under "Additional Requirements for FTA Funded Projects" and with the Davis-Bacon wage rate requirements.

ADDENDUM 1

13. Bonding Requirements

Bid Bond Requirements (Construction)

a. Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b. Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

a. Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100

percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b. Payment bonds

1. The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

a. The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

b. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

c. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

d. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;

- ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

ADDENDUM 1

21. Termination

49 U.S.C. Part 18

[FTA Circular 4220.1F](#)

- a. **Termination for Convenience (General Provision)** The City of Jonesboro may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Jonesboro to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Jonesboro, the Contractor will account for the same, and dispose of it in the manner the City of Jonesboro directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Jonesboro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Jonesboro that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Jonesboro, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The City of Jonesboro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City of Jonesboro's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Jonesboro setting forth the nature of said breach or default, City of Jonesboro shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Jonesboro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that City of Jonesboro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Jonesboro shall not limit City of Jonesboro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for

completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated.

This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the City of Jonesboro in writing of the causes of delay. If in the judgment of the City of Jonesboro, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Jonesboro shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

ADDENDUM 1

- 25. Breaches and Dispute Resolution**
49 CFR Part 18
FTA Circular 4220.1F

Not applicable for this bid

ADDENDUM 1

30. **Incorporation of Federal Transit Administration (FTA) Terms** [FTA Circular 4220.1F](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Jonesboro requests which would cause City of Jonesboro to be in violation of the FTA terms and conditions.

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VIII. PERFORMANCE AND PAYMENT BOND

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XII. TECHNICAL SPECIFICATIONS

ADVERTISEMENT FOR BIDS

Sealed bids for the Caraway Road Sidewalk Project – Phase II 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) March 16, 2016 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 sidewalks along Caraway Road. All Submissions shall be annotated on the outside of the envelope with the bid number 2016:08.

The project consists of the construction of 2,100 linear feet of sidewalk on the East side of Caraway Road between Matthews Avenue and Nettleton Avenue.

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.

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.

This effort is funded 80% by Federal Transit Authority (FTA), and 20% by City Funds. Contractors must comply with FTA regulations are contained in this packet under "Additional Requirements for FTA Funded Projects" and with the Davis-Bacon wage rate requirements.

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 Suspension and Debarment Certification in Section XII (Technical Specifications) must be executed and submitted with the bids at the time proposals are submitted.

“Buy America” provisions apply to this project in accordance with standard specifications of the Arkansas State Highway and Transportation, Section 106.01 (b).

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the Caraway Road Sidewalk Project – Phase II Bid Number 2016:08 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, AR
Date 3/16/16

Proposal of Crabtree & Son Construction, 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 Caraway Road Sidewalk Project – Phase II.

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 ninety (90) 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):

2015:08 / 2016:08 Addendum #1 Dated 3/9/16

_____ Dated _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Contract is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is ~~certified check/bid bond~~ (Strike One) in the amount of 50% Bid Bond Dollars (\$ 50%), 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.

Justin Crabtree
(Witness)

46 CR 328

Bono, OR 72416
(Address)

Crabtree & Son Construction, Inc.
(Name of Bidder)

By Alvin Crabtree

Alvin Crabtree - President
(Print Name and Title)



491 CR 383
Bono, OR 72416
(Office Address of Bidder)

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

IV. UNIT PRICE SCHEDULE

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	R&D Asphalt Pavement	202	SY	1,724	\$ <u>15.75</u>	\$ <u>27,153.⁰⁰</u>
2	R&D Concrete Pavement	202	SY	128	\$ <u>15.75</u>	\$ <u>2,016.⁰⁰</u>
3	R&D Curb & Gutter	202	LF	808	\$ <u>4.25</u>	\$ <u>3,434.⁰⁰</u>
4	R&D Concrete Ditch Paving	202	SY	2	\$ <u>18.⁰⁰</u>	\$ <u>36.⁰⁰</u>
5	R&D Disposal of Headwall	202	Each	3	\$ <u>100.⁰⁰</u>	\$ <u>300.⁰⁰</u>
6	R&D of Pipe Culvert	202	LF	87	\$ <u>10.⁰⁰</u>	\$ <u>870.⁰⁰</u>
7	R&D Concrete Bollards	202	Each	4	\$ <u>50.⁰⁰</u>	\$ <u>200.⁰⁰</u>
8	Borrow	210	CY	1,200	\$ <u>12.⁵⁰</u>	\$ <u>15,000.⁰⁰</u>
9	Aggregate Base Course (Class 7)	303	Ton	300	\$ <u>22.⁰⁰</u>	\$ <u>6,600.⁰⁰</u>
10	Portland Cement Concrete Driveway	505	SY	1,184	\$ <u>49.⁵⁰</u>	\$ <u>58,608.⁰⁰</u>
11	Mobilization	601	LS	1	\$ <u>2,500.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>
12	Maintenance of Traffic	603	LS	1	\$ <u>2,500.⁰⁰</u>	\$ <u>2,500.⁰⁰</u>
13	Signs	604	SF	48	\$ <u>15.⁰⁰</u>	\$ <u>720.⁰⁰</u>
14	Traffic Drums	604	Each	20	\$ <u>40.⁰⁰</u>	\$ <u>800.⁰⁰</u>
15	18" R.C. Pipe Clvt.	606	LF	214	\$ <u>32.⁰⁰</u>	\$ <u>6,848.⁰⁰</u>

16	Precast RC Box Culvert (5'x3')	607	LF	260	<u>\$287.⁰⁰</u>	<u>\$74,620.⁰⁰</u>
17	Drop Inlet (Type E)	609	Each	2	<u>\$3,200.⁰⁰</u>	<u>\$6,400.⁰⁰</u>
18	Tee Base Inlet	609	Each	2	<u>\$4,500.⁰⁰</u>	<u>\$9,000.⁰⁰</u>
19	Solid Sod	624	SY	1,674	<u>\$5.⁰⁰</u>	<u>\$8,370.⁰⁰</u>
20	Concrete Walks	633	SY	630	<u>\$45.⁰⁰</u>	<u>\$28,350.⁰⁰</u>
21	Hand Railing	633	LF	85	<u>\$45.⁰⁰</u>	<u>\$3,825.⁰⁰</u>
22	CC Curb & Gutter -A (1'-6")	634	LF	2,243	<u>\$14.⁰⁰</u>	<u>\$31,402.⁰⁰</u>
23	Modify Drop Inlet	640	Each	1	<u>\$2,000.⁰⁰</u>	<u>\$2,000.⁰⁰</u>
24	Wheelchair Ramp	641	SY	40	<u>\$165.⁰⁰</u>	<u>\$6,600.⁰⁰</u>
25	Retaining Wall	802	SF	450	<u>\$50.⁰⁰</u>	<u>\$22,500.⁰⁰</u>
26	Sidewalk Drain	SP	Each	4	<u>\$600.⁰⁰</u>	<u>\$2,400.⁰⁰</u>
TOTAL BASE BID (INVOICE PRICE)					<u>\$323,052.⁰⁰</u>	

WRITTEN IN WORDS:

Three hundred twenty-three thousand fifty-two dollars
and zero cents

BID BOND

CONTRACTOR:
(Name, legal status and address)
Crabtree & Son Construction, Inc.
499 CR 383
Bono, AR 72416

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Jonesboro
515 West Washington, Jonesboro, AR 72401

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:
(Name, location or address, and Project number, if any)
Caraway Road Sidewalk Project - Phase !!

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

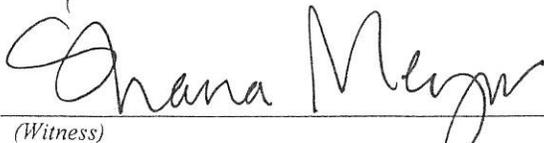
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of March, 2016

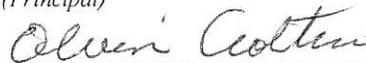


(Witness)



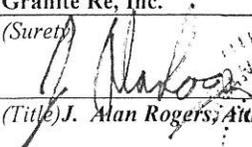
(Witness)

Crabtree & Son Construction, Inc.
(Principal)



(Title)

Granite Re, Inc.
(Surety)



(Title) J. Alan Rogers, Attorney-in-Fact



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KEVIN M. BRUICK; MIKE HALTER; SYLVIA A. YOUNG; CAROLYN HUNTER; SHERESE ESCOVEDO; JEAN L. GRAMLING; BRIAN A. BOYD; MICHAEL WEATHERFORD; JEREMY M. COX; JODY LENSING; J. ALAN ROGERS; MIKI J. ROGERS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

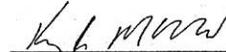
KEVIN M. BRUICK; MIKE HALTER; SYLVIA A. YOUNG; CAROLYN HUNTER; SHERESE ESCOVEDO; JEAN L. GRAMLING; BRIAN A. BOYD; MICHAEL WEATHERFORD; JEREMY M. COX; JODY LENSING; J. ALAN ROGERS; MIKI J. ROGERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 17th day of March, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 17th day of March, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

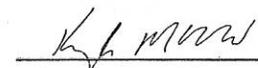
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

16th day of MARCH, 2015





Kyle P. McDonald, Secretary/Treasurer

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a Contract?
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
12. List your major equipment available for this Contract.
13. Experience in construction work similar in importance to this project.
14. Background and experience of the principal members of your organization, including the officers.
15. Credit available: \$_____.
16. Give Bank reference: _____.

Statement of Bidders Qualifications

1. Name of Bidder: Crabtree & Son Construction, Inc.
2. Permanent main office address: 499 CR 383 Bono, AR 72416
3. When Organized: January 1998
4. If a corporation, when incorporated. May 2015
5. How many years have been engaged in the contracting business under your present firm or trade name? 18 yrs
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipate dates of completion). None
7. General Character of Work performed by your company? Concrete sidewalk, driveways, drainage work, etc
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? n/a
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No If so, where and why? N/A
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
 - City of Jonesboro 2013, 2014 & 2015 yearly concrete labor
 - City of Jonesboro Race Street Drainage Improvements - \$385,000.00, Completed August 2015
 - City of Paragould - 2015 Sidewalk Rehab Project - \$ 220,000.00, Completed October 2015
12. List your major equipment available for this contract. Excavator, Excavator with thumb, Bobcat, Dump Trucks
13. Experience in construction work similar in importance to this project. Drainage improvements
14. Background and experience of the principal members of you organization, including the officers. All have at least 10 years of experience
15. Credit Available: \$40,000
16. Give bank Reference: Susie Phifer
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.

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro, AR this 15
 day of March, 2016.

Crabtree & Son Construction, Inc
 (Name of Bidder)

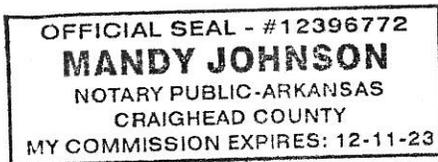
By Alvin Crabtree
 Title President

STATE OF Arkansas,
 COUNTY OF Craighead)^{SS.}

Alvin Crabtree being duly sworn deposes and says that
 he is President of Crabtree & Son Construction, 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 15th day of March, 2016.



Mandy Johnson
 (Notary Public)

My Commission Expires:
12-11-23

VII. CONTRACT

THIS AGREEMENT made this _____ day of _____, 20____, by and
between Crabtree & Son Construction, Inc.

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

Hereinafter called the "Contractor" and the City of Jonesboro, Arkansas, hereinafter called the "Owner".

WITNESSETH:

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the Caraway Road Sidewalk Project – Phase II, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum #1 dated March 9, 2016

_____ dated _____

_____ dated _____

as prepared by the Engineer.

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

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

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

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

This Contract, together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

ARTICLE 5. Surety. The Surety on the Performance-Payment Bond shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of Arkansas, and shall comply with applicable Arkansas laws.

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 Caraway Road Sidewalk Project – Phase II.

NOW THEREFORE, if the Principal shall well and truly perform and complete in good, sufficient, and workmanlike manner all of the work required by said Contract and within the time called for thereby to the satisfaction of the Owner, and shall pay all persons for labor, materials, equipment, and supplies furnished by said Principal in accordance with said Contract (failing which such persons shall have a direct right to action against the Principal and Surety under this obligation, but subject to the Owner's priority) and shall hold and save harmless the Owner from any and all claims, loss, and expense of every kind and nature arising because of or resulting from the Principal's operation under said Contract, except payments to the Principal rightly due the Principal for work under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of an extension of time for the performance of the Contract, or any other forbearance on the part either of the Owner or Principal to the other shall not release in any way the Principal and Surety, or either of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension, or forbearance hereby being waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action, or proceeding shall be brought on this bond, except by the Owner, after six (6) months from the date on which final payment to the Contractor falls due. No suit, action, or proceeding shall be brought by the Owner after two (2) years from the date on which final payment to the Contractor falls due.

This bond is executed pursuant to the terms of Arkansas Code Ann. §§ 18-44-501 et. seq.

Executed on this _____ day of _____, 20____.

(Principal)

By _____

Title _____

SEAL

(Surety)

By _____
(Attorney-in-Fact)

NOTES:

1. This bond form is mandatory. No other forms will be acceptable.
2. The date of the Bond must not be prior to the date of the Contract.
3. Any surety executing this Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.
4. Attach Power of Attorney.

IX. GENERAL CONDITIONS
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GC.1	DEFINITIONS
GC.2	SUPERINTENDENCE BY CONTRACTORS
GC.3	CONTRACTOR'S EMPLOYEES
GC.4	SAFETY OF CONTRACTOR'S EMPLOYEES
GC.5	SUBCONTRACTS
GC.6	OTHER CONTRACTS
GC.7	CONTRACTORS INSURANCE
GC.8	OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE
GC.9	FITTING AND COORDINATION OF THE WORK
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GC.1 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

(1) The term "Addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency, or the Engineer, to prospective Bidders prior to the time of receiving bids.

(2) The term "Award" means the acceptance by the owner of the successful bidder's proposal.

(3) The term "Bidder" means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

(4) The term "Calendar Day" means every day shown on the calendar.

(5) The term "Change Order" means a written order to the contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the scope of work affected by the change. The work covered by the change order shall be within the scope of the contract.

(6) The term "Contract" means the Contract executed by the Local Public Agency and the Contractor of which these GENERAL CONDITIONS form a part.

(7) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Advertisement For Bids, Instructions to Bidders, Proposal, Performance-Payment Bond, General Conditions, Supplemental General Conditions, Special Conditions, Supplemental Special Conditions, Technical Specifications, and Drawings.

(8) The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this project.

(9) The term "Engineer" means the City of Jonesboro Engineering Department, serving the Local Public Agency with engineering services, its successor, or any other person or persons employed by said Local Public Agency to furnish engineering services in connection with the construction embraced in the Contract.

(10) The term "Local Government" means the City of Jonesboro, Arkansas, within which the Project is situated.

(11) The term "Local Public Agency" or "Owner" means the City of Jonesboro, which is authorized to undertake this Contract.

(12) The term "Plans" or "Drawings" means the official drawings or exact reproductions which show the location, character, and details of the work contemplated, and which are to be considered part of the contract, supplementary to the specifications.

(13) The term "Proposal" means the written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the Plans and Specifications.

(14) The term "Specifications" means a part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials, or testing, which are cited in the specifications by reference shall have the same force and effect as if included in the contract physically.

(15) The term "Subcontractors" shall mean the individual, partnership or corporation entering into an agreement with the Contractor to perform any portion of the work covered by the Plans and Specifications.

(16) The term "Surety" shall mean any person, firm, or corporation that has executed, as Surety, the Contractor's Performance Bond securing the performance of the Contract.

(17) The term "Technical Specifications" means that part of the Contract documents which describes, outlines and stipulates the quality of the materials to be furnished; the quality of workmanship required; and the controlling requirements to be met in carrying out the construction work to be performed under this Contract. This also includes Special Provisions.

(18) The term "Work" shall mean the furnishing of all necessary labor, tools, equipment, appliances, supplies, and material other than materials furnished by the Owner as specified to complete the construction covered by the Plans and Specifications.

GC.2 SUPERINTENDENCE BY CONTRACTORS

Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to supervise and direct the work and who shall be the Contractor's agent responsible for the faithful discharge of the Contractor's obligations under the Contract.

The Owner shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

GC.3 CONTRACTOR'S EMPLOYEES

The Contractor shall employ only competent skillful workers and shall at all times enforce strict discipline and good order among the employees.

The Contractor shall neither permit nor suffer the introduction or use of alcoholic beverages or controlled substances upon or about the work embraced in this Contract.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the safety of his employees during the progress of the work as well as the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

GC.5 SUBCONTRACTS

The Contractor is responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by the subcontractors and is aware that nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

GC.6 OTHER CONTRACTS

The Local Public Agency may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

GC.7 CONTRACTOR'S INSURANCE

Before any work is commenced, the Contractor shall furnish an approved certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract.

(1) Workmen's Compensation

- Statutory Limit

- | | |
|---|---|
| (2) Employer's Liability for Hazardous Work | - If Needed |
| (3) Public Liability (Bodily Injury)
and Property Damage | - \$1,000,000/occurrence
- \$2,000,000/aggregate |
| (4) Builder's Risk | - Insurable Portion |

The Contractor shall carry or require that there be carried the insurance listed in (1) through (3) above for the protection of all his employees and those of his Subcontractors engaged in work under this Contract, and for the protection of the public.

If the work includes pipelines or other underground structures, the Property Damage Liability shall include explosion, collapse, and underground coverage.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

It shall be the obligation of the Contractor to complete and deliver to the Owner the structure required by these Contract Documents regardless of any loss, damage to, or destruction of the structure prior to delivery.

GC.8 OWNER'S AND ENGINEER'S PROTECTIVE LIABILITY INSURANCE

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their Protective Liability insurance, which shall be in force for the entire project period. Limits of liability shall be the following:

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

Payment will be made to the Contractor once a month. The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment.

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

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

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

GC.11.1 Withholding Payments: The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material

dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency and will not require the Local Public Agency to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall not impair the obligations of any Surety or Sureties under any bond or bonds furnished under this Contract. Such withholding may also occur as a result of the Contractor's failure or refusal to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, or if the Contractor fails to comply with any applicable regulations promulgated by the U.S. Government or any other Government agencies.

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

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

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

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

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

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

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

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

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

Each Change Order shall include in its final form:

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

GC.14 CLAIMS FOR EXTRA COST

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

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

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

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

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

same had been completed by said Contractor, then the Contractor and his Surety shall pay the amount of such excess to the Owner, on demand from said Owner or Engineer of the amount so due.

Termination for Convenience

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

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

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

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

GC.16 SUSPENSION OF WORK

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

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

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

The Engineer may suspend work pending the settlement of any controversy. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay, nor shall he be entitled to any extension of time; but an extension may be granted by the Owner at his discretion.

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

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

It is acknowledged between the parties to this Contract that the work to be performed by the Contractor will result in a benefit to the Owner and that a delay in completion of the work will be detrimental to the Owner. It is further acknowledged that, while work is in progress, the Owner shall incur an indeterminable amount of expense as a result of necessary supervision of the work and other

overhead and administrative expenses.

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

GC.18 DISPUTES

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

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

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

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

GC.21 SHOP DRAWINGS

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

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

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

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

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

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

GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

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

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

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

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

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

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

account of such emergency work will be determined by the Local Public Agency as provided in the Section entitled CHANGES IN THE WORK under GENERAL CONDITIONS.

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

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

GC.27 QUALITY OF WORK AND PROPERTY

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

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

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

GC.28 ACCIDENT PREVENTION

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

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

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

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Rights-of-Way to accommodate the permanent construction furnished by the Local Public Agency, or as may be directed otherwise by the Local Public Agency, and shall not unreasonably encumber the

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

Observers may be appointed by the Engineer or Owner. Observers shall have no authority to permit

any deviation from the Plans and Specifications except on written order from the Engineer and the Contractor will be liable for any deviation except on such written order. Observers shall have authority, subject to the final decision of the Engineer, to condemn and reject any defective work and to suspend the work when it is not being performed properly.

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

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

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

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

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

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

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

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

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

GC.39 GENERAL GUARANTY

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

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

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

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

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

SGC.2 DRAWINGS

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

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

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

Intentionally Left Blank

SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES

The Contractor shall comply with the wage provisions of the Davis Bacon Act and the administrative regulations promulgated thereunder, as they apply under this Contract.

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

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

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

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

There is no assurance on the part of the Owner that mechanics and laborers can be obtained for the rates herein bound. Each Bidder shall determine for himself the availability of laborers and mechanics, and the rates he must pay to obtain employees. Such rates of pay may be greater than, but cannot be less than, the wage rates bound herein.

SGC.7 WAGE RATES

Attention is called to the fact that both Federal (Davis-Bacon) and State of Arkansas Prevailing Wage rate requirements apply to this project. Not less than the Federal Davis Bacon wage rates of the general prevailing wage rate and the Federal prevailing rates for holiday and overtime work must be paid on this project. Davis-Bacon wage and State of Arkansas rates are included in the bid documentation and will be strictly monitored. Contractor shall provide payroll sheets with invoice request. (See SP – 2 (4) for Additional Requirements for FTA Funded Projects)

General Decision Number: AR160175 01/08/2016 AR175

Superseded General Decision Number: AR20150175

State: Arkansas

Construction Type: Heavy
Heavy Construction

Counties: Craighead and Poinsett Counties in Arkansas.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

ENGI0624-003 01/01/2014

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

* PAIN0424-007 07/01/2015

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 17.30	5.92

SUAR2008-172 11/21/2008

	Rates	Fringes
CARPENTER.....	\$ 14.55	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.54	0.00
ELECTRICIAN.....	\$ 19.16	4.12
IRONWORKER, REINFORCING.....	\$ 17.38	0.00
LABORER: Common or General.....	\$ 9.90	2.23
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.67	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.74	0.00
OPERATOR: Bulldozer.....	\$ 12.00	0.00
OPERATOR: Crane.....	\$ 19.26	0.00
OPERATOR: Loader (Front End)....	\$ 13.42	0.00
OPERATOR: Mechanic.....	\$ 17.25	0.00
OPERATOR: Piledriver.....	\$ 17.21	0.00
OPERATOR: Scraper.....	\$ 9.00	0.00
OPERATOR: Tractor.....	\$ 11.13	0.00
OPERATOR: Trencher.....	\$ 14.76	0.00
PAINTER: Spray.....	\$ 20.15	3.50
TRUCK DRIVER.....	\$ 9.00	0.00

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

□

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

The provisions of this section of the Specifications shall govern in the event of any conflict between them and the "General Conditions".

SC.2 LOCATION OF PROJECT

The project is located along the east side of Caraway Road between Matthews Avenue and Nettleton Avenue. 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 Caraway Road Sidewalk Project – Phase II.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be ninety (90) 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 Owner, unless otherwise specified in the Technical Specifications. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

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

SC.22 LINES AND GRADES

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

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

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

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

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

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

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

SC.25 TEST BORINGS

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

drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

SC.28 MAINTENANCE BOND

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

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

RELEASE

FROM: Contractor's Name _____

Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

Caraway Road Sidewalk Project – Phase II

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

Caraway Road Sidewalk Project – Phase II

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 Caraway Road Sidewalk Project – Phase II and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall indemnify and hold harmless the said Obligee from and against all loss, costs, damages, and expenses whatsoever which it may suffer or be compelled to pay by reason of failure of the said Principal to keep said work in repair for a one year period beginning _____ against any and all defects of faulty workmanship or inferior material, then this obligation shall be void; otherwise to remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements in good condition for the said period of 1 year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the Owner, or some person or persons designated by the Owner to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon the expiration of thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction; and that the amount so determined shall be conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein; and that the cost of all repairs shall be so determined from time to time during the life of this bond, as the condition of the improvements may require.

Signed, sealed and delivered the day and year first above written.

Principal

ATTEST:

BY: _____

SEAL

Surety

ATTEST:

BY: _____

Attorney in Fact

XII. TECHNICAL SPECIFICATIONS

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SP-2	Additional Requirements
	<ol style="list-style-type: none">1. Fly America Requirements2. Buy America Requirements3. Charter Bus and School Bus Requirements4. Cargo Preference Requirements5. Seismic Safety Requirements6. Energy Conservation Requirements7. Clean Water Requirements8. Bus Testing9. Pre-Award and Post Delivery Audit Requirements10. Lobbying11. Access to Records and Reports12. Federal Changes13. Bonding Requirements14. Clean Air15. Recycled Products16. Davis-Bacon and Copeland Anti-Kickback Acts17. Contract Work Hours and Safety Standards Act18. [Reserved]19. No Government Obligation to Third Parties20. Program Fraud and False or Fraudulent Statements and Related Acts21. Termination22. Government-wide Debarment and Suspension (Nonprocurement)23. Privacy Act24. Civil Rights Requirements25. Breaches and Dispute Resolution26. Patent and Rights in Data27. Transit Employee Protective Agreements28. Disadvantaged Business Enterprises (DBE)29. [Reserved]

30. Incorporation of Federal Transit Administration (FTA) Terms

31. Drug and Alcohol Testing

SP-3

Disadvantaged Business Enterprise (DBE) Program

Federal Fiscal Years 2012 - 2014

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.

SP-2

ADDITIONAL REQUIREMENTS

1. Fly America Requirements

49 U.S.C. §40118

41 CFR Part 301-10

Not applicable to this bid

2. Buy America Requirements

49 U.S.C. 5323(j)

49 CFR Part 661

Not applicable to this bid

3. Charter Bus Requirements

49 U.S.C. 5323(d)

49 CFR Part 604

Not applicable to this bid

3. School Bus Requirements

49 U.S.C. 5323(F)

49 CFR Part 605

Not applicable to this bid

4. Cargo Preference Requirements

46 U.S.C. 1241

46 CFR Part 381

Not applicable to this bid

5. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49

CFR Part 41

Not applicable for this bid

6. Energy Conservation Requirements

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Clean Water Requirements
33 U.S.C. 1251

Not applicable to this bid

- 8. Bus Testing**
49 U.S.C. 5318(e)
49 CFR Part 665

Not applicable to this bid

9. Pre-award and Post Delivery Audits Requirements

49 U.S.C. 5323

49 CFR Part 663

Not applicable to this bid

10. Lobbying

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. Access to Records and Reports

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of

this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
	b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contractor	Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/Capital Projects	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority

1. 49 USC 5325 (a)
2. 49 CFR 633.17
3. 18 CFR 18.36 (i)

12. Federal Changes

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. Bonding Requirements

Not applicable for this bid

- 14. CLEAN AIR**
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Not applicable for this bid

- 15. Recycled Products**
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Not applicable for this bid

16. Davis-Bacon and Copeland Anti-Kickback Acts

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be

sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The City of Jonesboro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Jonesboro may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs

and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Jonesboro for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not

individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

17. Contract Work Hours and Safety Standards Act

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** - The City of Jonesboro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

18. [RESERVED]

19. No Government Obligation to Third Parties

No Obligation by the Federal Government.

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

Applicability

Program Fraud and False or Fraudulent Statements or Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. Termination

49 U.S.C. Part 18

[FTA Circular 4220.1E](#)

- a. **Termination for Convenience (General Provision)** The City of Jonesboro may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Jonesboro to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Jonesboro, the Contractor will account for the same, and dispose of it in the manner the City of Jonesboro directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Jonesboro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Jonesboro that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Jonesboro, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision)** The City of Jonesboro in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City of Jonesboro's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from City of Jonesboro setting forth the nature of said breach or default, City of Jonesboro shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Jonesboro from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach** In the event that City of Jonesboro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Jonesboro shall not limit City of Jonesboro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Default (Construction)** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take

possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the City of Jonesboro in writing of the causes of delay. If in the judgment of the City of Jonesboro, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Jonesboro shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

22. Government-Wide Debarment and Suspension (Nonprocurement)

49 CFR Part 29

Executive Order 12549

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Jonesboro. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Jonesboro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Suspension and Debarment

This contract with the **City of Jonesboro** is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **the City of Jonesboro**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the City of Jonesboro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Crabtree & Son Construction, Inc

(Name of Bidder/Proposer)

Alvin Crabtree

(Printed Name of Bidder's Agent)

Alvin Crabtree

(Signature of Bidder's Agent)

President

(Printed Title of Bidder's Agent)

3/16/16

(Date Executed)

23. Privacy Act
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. Civil Rights Requirements

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

1. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. Breaches and Dispute Resolution

49 CFR Part 18

[FTA Circular 4220.1E](#)

Not applicable for this bid

26. Patent and Rights in Data

37 CFR Part 401

49 CFR Parts 18 and 19

Not applicable for this bid

27. Transit Employee Protective Agreements

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Not applicable for this bid

28. Disadvantaged Business Enterprise(DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.61%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Jonesboro. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
- e. The contractor must promptly notify the City of Jonesboro whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

29. [RESERVED]

30. Incorporation of Federal Transit Administration (FTA) Terms
[FTA Circular 4220.1E](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Jonesboro requests which would cause City of Jonesboro to be in violation of the FTA terms and conditions.

31. Drug and Alcohol Testing
49 U.S.C. §5331
49 CFR Parts 653 and 654

Not applicable for this bid

**SP-3 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM
FEDERAL FISCAL YEARS 2012 - 2014**



Disadvantaged Business Enterprise (DBE) Program

Federal Fiscal Years 2012 – 2014

**In Compliance With
Title 49 Part 26 of the Code of Federal Regulations (49 CFR 26)**

**July 2012
(Amended June 2, 2014)**

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POLICY STATEMENT

Objectives:

It is the policy of the Jonesboro Economical Transportation System (JETS), a recipient of Federal financial assistance from the USDOT, that small businesses owned and controlled by socially and economically disadvantaged individuals shall have the maximum opportunity to participate in the performance of public contracts financed in whole, or in part, by the Federal Transit Administration.

Therefore, in furtherance of this policy and as a condition of receiving DOT funding, JETS has signed an assurance that it will comply with 49 CFR Part 26 and has established a Disadvantaged Business Enterprise (DBE) program the goal of which is to carry out its DBE Plan.

JETS will ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT assisted contracts. It is our policy:

1. To ensure nondiscrimination in the award and administration of USDOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

JETS Transit Director has been delegated as the DBE Liaison Officer (DEBLO). In that capacity, the Transit Director is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by JETS in its financial assistance agreements with the USDOT.

JETS has disseminated this policy statement to the appropriate officials of JETS and of the City of Jonesboro. We have distributed this statement to DBE and non-DBE business communities that perform work for us on US DOT assisted contracts. Distributions include Arkansas Highways and Transportation Department, JETS Community Advisory Board, local media outlets, and the Hispanic Community Services, Inc.

Steve Ewart
Transit Director, DEBLO

Date

GENERAL REQUIREMENTS

Objectives:

The Jonesboro Economical Transportation System (JETS) DBE objectives are as follows:

1. To ensure nondiscrimination in the award and administration of USDOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 (Appendix 1) eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

Applicability:

In that it is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L., JETS adheres to the DBE provisions as outlined in 49 CFR Part 26.

Definitions:

JETS has adopted the definitions contained in Section 26.5 of 49 CFR Part 26 for this program.

Non-discrimination Requirements:

JETS, in fulfilling its obligations under 49 CFR Part 26,

1. will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.
2. will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Record Keeping Requirements:

Uniform Report of DBE Awards or Commitments and Payments

JETS will report DBE participation to the Federal Transit Administration (FTA) using the Uniform Report of DBE Awards or Commitments and Payments found in Appendix B of 49 CFR Part 26.

Bidders List

JETS will maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidders list includes the name and address of all non-DBEs and qualified DBEs.

JETS will ensure that all bidders, contractors and subcontractors, are qualified DBEs or non-DBEs by referencing the Unified Certification process as well as the Small Business Administration (SBA) directory.

Assurances:

JETS agrees to the following assurances, applicable to all DOT assisted contracts and their administration.

JETS shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to JETS of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance

JETS will ensure that the following clause is placed in every DOT assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JETS deems appropriate.

ADMINISTRATIVE REQUIREMENTS

DBE Program Updates:

Since JETS has received a grant of \$250,000 or more in FTA operating assistance in a federal fiscal year, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

DBE Liaison Officer (DBELO):

JETS has designated the following individual as its DBE Liaison Officer (DBELO):

*Transit Director
2630 Lacy Drive
P.O. Box 1845
Jonesboro, AR
72403
(870) 935-5387
dbe@jonesboro.org*

In this capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that JETS complies with all provisions of 49 CFR Part 26.

The DBELO is also responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. To gather and report statistical data and other information as required by DOT.
2. To review third party contracts and purchase requisitions for compliance with this program.
3. To ensure that bid notices and requests for proposals are available to DBEs in a timely manner.
4. To identify contracts and procurements so that DBE goals are included in solicitations (both race- neutral methods and contract specific goals attainment and identifies ways to improve progress).
5. To analyze JETS' progress toward attainment and identifies ways to improve progress.
6. To participate in all pre-bid meetings.
7. To provide DBEs with information that can be useful in preparing bids and/or obtaining bonding and insurance.
8. To plan and participate in DBE training seminars.
9. To provide outreach to DBEs and community organizations to advise them of opportunities.

DBE Financial Institutions:

It is the policy of JETS to fully investigate the existence of any services offered by financial institutions that may be owned and controlled by socially and economically disadvantaged individuals in the community and, when they exist, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT assisted contracts to also employ their services. While JETS has made a serious effort to identify such institutions, to-date our efforts have not been successful. Each year, JETS will continue to re-evaluate the availability of DBE financial institutions.

Prompt Payment Mechanisms:

Prompt Payment

JETS will include the following clause in each DOT assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from JETS. Any delay or postponement of payment from the above referenced time frame may occur only for good cause and following written approval of JETS.

Retainage

The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of JETS.

Monitoring and Enforcement

JETS has established an internal review process and progressive project meetings to monitor and ensure that prompt payment and return of retainage is in fact occurring.

AHTD DBE Directory:

JETS has entered into an agreement with the Arkansas Highway and Transportation Department (AHTD) to utilize the certification list published in its DBE directory. AHTD agrees to administer certifications and re-certifications, to change affidavits, notices of changes, personal net worth statements and any other necessary documentation from firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification and the type of work the firm has been certified to perform as a DBE. The directory is updated at least annually and is available through the AHTD website or hard copy by request. The latest directory may be found at <http://www.arkansashighways.com/ProgCon/letting/dbedirectory.pdf>.

Overconcentration:

JETS has not identified that overconcentration exists in the types of work that DBEs perform.

Business Development Programs:

JETS has not established a business development program. We will re-evaluate the need for such a program every year.

Monitoring and Enforcement Mechanisms:

JETS will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the DOT any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by DBEs. This will be accomplished through the provisions of the Davis-Bacon employee interviews.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Small Business Participation:

JETS has incorporated the following non-discriminatory element to its DBE program in order to facilitate competition on DOT assisted public works projects by small business concerns. JETS will maintain a good faith effort in the separation of project functions to facilitate equal and flexible participation in the bidding process.

GOALS, GOOD FAITH EFFORTS, AND COUNTING

Set-asides or Quotas:

JETS does not use quotas in any way in the administration of this DBE program.

Overall Goals:

JETS will submit its triennial overall DBE goal to FTA on August 1 of the year specified by FTA.

JETS will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by FTA.

JETS will develop its goals through the identification of anticipated contractual items and calculate a weighted average for each item. The base goal will then be calculated using the relative availability (percentage) of DBEs in Arkansas to perform contracts for the goal period.

Before establishing the overall goal each year, JETS will review the AHTD directory and consult with the City of Jonesboro Community Development Block Grant (CDBG) to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and JETS' efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for thirty (30) days following the date of the notice, and informing the public that FTA and DOT will accept comments on the goals for forty-five (45) days from the date of the notice. JETS will publish this notice in the local newspaper of record, distribute it to community-based agencies who serve minority populations, and post it on JETS website. Comments may be sent and addressed to DEBLO, P.O. Box 1845, Jonesboro, AR 72403 or e-mailed to dbe@jonesboro.org.

JETS overall goal submission to DOT will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed.

JETS will begin using the overall goal on October 1 of the specified year, unless we have received other instruction from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT assisted contract for the project. Our goal will remain effective for the duration of the three year period established and approved by FTA.

Goal Setting and Accountability:

JETS, on an annual basis, will analyze in detail the reason for the difference between the overall goal and the actual awards/commitments.

Transit Vehicle Manufacturers Goals:

JETS will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, JETS may, at its discretion and FTA approval, establish

project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Meeting Overall Goals:

JETS will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, JETS will provide a good faith effort to meet all DBE and minority goals. This will be accomplished according to the procedure outlined in the succeeding sentences. For each RFP that JETS (City of Jonesboro) issues for a project in which FTA funding is to be employed, there will be a section directing prospective bidders to consult the AHTD DBE Directory (for which an up-to-date website will be listed) to familiarize themselves with DBE firms and other small business in this area which should be considered for subcontracting opportunities. Furthermore, each of these RFPs will contain specific language informing prospective bidders that the contract in question is subject to FTA DBE regulations.

Good Faith Efforts Procedures:

In those instances where JETS DBE goal does not meet the verified countable DBE anticipated participation, it will document its adequate good faith efforts to meet the DBE goal, even though it was unable to do so.

Counting DBE Participation

JETS will count DBE participation toward overall goals as provided in 49 CFR 26.55

DBE CERTIFICATION

Unified Certification Program:

JETS is a member of a Unified Certification Program (UCP) administered by the Arkansas Highways and Transportation Department (AHTD). The UCP will meet all the requirements of this section. JETS will use and count for DBE credit only those DBE firms certified by the AHTD.

For more information on the UCP, contact the AHTD at P.O. Box 2261, Little Rock, AR 72203-2261 or call (501) 569-2000. The most up-to-date AHTD DBE Directory and descriptions of AHTD's UCP may be found at <http://www.arkansashighways.com/ProgCon/letting/dbedirectory.pdf>



Budgeted Amount

Opened by
Tabulated by

S A Kent
T Cooper

Bid #:
Date:

2016:08
03/16/16

DIVISIONS/DEPARTEMENT: Engineering Caraway Road Sidewalks	All-Scapes	Alvin Crabtree				
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NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit
1	1724	R&D Asphalt Pavement	16.50	28,446.00	15.75	27,153.00	-	-	-	-	-	-	-	-	-
2	128	R&D Concrete Pavement	16.75	2,144.00	15.75	2,016.00	-	-	-	-	-	-	-	-	-
3	808	R&D Curb & Gutter	4.25	3,434.00	4.25	3,434.00	-	-	-	-	-	-	-	-	-
4	2	R&D Concrete Ditch Paving	25.00	50.00	18.00	36.00	-	-	-	-	-	-	-	-	-
5	3	R&D Disposal of Headwall	25.00	75.00	100.00	300.00	-	-	-	-	-	-	-	-	-
6	87	R&D of Pipe Culvert	125.00	10,875.00	10.00	870.00	-	-	-	-	-	-	-	-	-
7	4	R&D Concrete Bollards	50.00	200.00	50.00	200.00	-	-	-	-	-	-	-	-	-
8	1200	Borrow	6.00	7,200.00	12.50	15,000.00	-	-	-	-	-	-	-	-	-
9	300	Aggregate Base Course (7)	21.50	6,450.00	22.00	6,600.00	-	-	-	-	-	-	-	-	-
10	1184	Portland Cement Driveway	48.00	56,832.00	49.50	58,608.00	-	-	-	-	-	-	-	-	-
11	1	Mobilization	15,000.00	15,000.00	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-
12	1	Maintenance of Traffic	5,608.00	5,608.00	2,500.00	2,500.00	-	-	-	-	-	-	-	-	-
13	48	Signs	25.00	1,200.00	15.00	720.00	-	-	-	-	-	-	-	-	-
14	20	Traffic Drums	100.00	2,000.00	40.00	800.00	-	-	-	-	-	-	-	-	-
15	214	18" R C Pipe Clvt	30.00	6,420.00	32.00	6,848.00	-	-	-	-	-	-	-	-	-
16	260	Precast RC Box Culvert	410.00	106,600.00	287.00	74,620.00	-	-	-	-	-	-	-	-	-
17	2	Drop Inlet (E)	100.00	200.00	3,200.00	6,400.00	-	-	-	-	-	-	-	-	-
18	2	Tee Base Inlet	2,000.00	4,000.00	4,500.00	9,000.00	-	-	-	-	-	-	-	-	-
19	1674	Solid Sod	3.75	6,277.50	5.00	8,370.00	-	-	-	-	-	-	-	-	-
20	630	Concrete Walks	44.50	28,035.00	45.00	28,350.00	-	-	-	-	-	-	-	-	-
21	85	Hand Railing	60.00	5,100.00	45.00	3,825.00	-	-	-	-	-	-	-	-	-
22	2243	CC Curb & Gutter A(1'-6")	14.00	31,402.00	14.00	31,402.00	-	-	-	-	-	-	-	-	-
23	1	Modify Drop Inlet	750.00	750.00	2,000.00	2,000.00	-	-	-	-	-	-	-	-	-
24	40	Wheelchair Ramp	100.00	4,000.00	165.00	6,600.00	-	-	-	-	-	-	-	-	-
25	450	Retaining Wall	34.00	15,300.00	50.00	22,500.00	-	-	-	-	-	-	-	-	-
26	4	Sidewalk Drain	600.00	2,400.00	600.00	2,400.00	-	-	-	-	-	-	-	-	-
			Yes		Yes										
			Yes		Yes										
			Yes		Yes										
			Yes		Yes										
TOTAL Invoice price				349,998.50		323,052.00		-		-		-		-	



Legislation Details (With Text)

File #: RES-16:039 **Version:** 1 **Name:** Submission of 2016 Tiger Grant application for Patrick Street connector and overpass project

Type: Resolution **Status:** Recommended to Council

File created: 3/22/2016 **In control:** Finance & Administration Council Committee

On agenda: **Final action:**

Title: A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR 2016 TIGER DISCRETIONARY GRANT ROUND EIGHT REQUESTING FUNDS FOR THE PATRICK STREET CONNECTOR AND OVERPASS PROJECT FOR THE CITY OF JONESBORO

Sponsors: Grants, MPO, Engineering

Indexes: Grant

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
4/12/2016	1	Finance & Administration Council Committee		

A RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR 2016 TIGER DISCRETIONARY GRANT ROUND EIGHT REQUESTING FUNDS FOR THE PATRICK STREET CONNECTOR AND OVERPASS PROJECT FOR THE CITY OF JONESBORO

WHEREAS, the application process is now open and is accepting proposals for the Department of Transportation TIGER Discretionary Grant for 2016; and

WHEREAS, the City of Jonesboro has proposed to build an overpass to connect North and South Patrick Street in order to reduce the congestion on Main and Union Streets, to preserve the overpass on Bridge Street by converting it into a pedestrian/bicycle route, and closing the Fisher Street railroad crossing;

WHEREAS, the TIGER Discretionary Grant will provide up to 80% of Federal aid in the overall construction of the project through the U.S. Department of Transportation and requires a 20% local match from the City; and

WHEREAS, the City of Jonesboro is requesting funds for \$15,655,000 in our application to the U.S. Department of Transportation for the engineering, right of way, utilities relocated, and construction of said project; and

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

Section 1: The Jonesboro City Council supports the submission of the application to the 2016 TIGER Discretionary Grant for the additional connection and improvement of the existing infrastructure on North and South Patrick Street within the City of Jonesboro.

Section 2: The Mayor, Harold Perrin, is hereby authorized to sign the necessary documents for submission of this said grant application.



Legislation Details (With Text)

File #:	RES-16:040	Version:	1	Name:	Acceptance of a permanent easement from Jonesboro School District
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	3/29/2016	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM JONESBORO SCHOOL DISTRICT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK ALONG BELT STREET				
Sponsors:	Engineering, Grants				
Indexes:	Easement				
Code sections:					
Attachments:	Permanent Construction Easement				

Date	Ver.	Action By	Action	Result
4/5/2016	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT FROM JONESBORO SCHOOL DISTRICT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A SIDEWALK ALONG BELT STREET

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining a sidewalk along Belt Street:

Part of the Southeast Quarter of the Southeast Quarter of Section 7, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, and being more particularly described as follows: from the Southeast Corner of said Section 7, run thence N89°54'02"W along the South line thereof a distance of 427.04 ft. to a found spindle; thence run N89°49'03"W a distance of 124.49 ft. to a point, said point being the POINT OF BEGINNING; thence run N89°49'03"W a distance of 133.35 ft. to a point; thence run N00°48'24"E a distance of 30.00 ft. to a point; thence run S89°49'03"E a distance of 133.65 ft. to a point; thence run S01°22'57"W a distance of 30.01 ft. to the point of beginning, containing 0.1 acres, and being subject to any easements of record.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

PERMANENT CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Jonesboro School District, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

Part of the Southeast Quarter of the Southeast Quarter of Section 7, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, and being more particularly described as follows: from the Southeast Corner of said Section 7, run thence N89°54'02"W along the South line thereof a distance of 427.04 ft. to a found spindle; thence run N89°49'03"W a distance of 124.49 ft. to a point, said point being the POINT OF BEGINNING; thence run N89°49'03"W a distance of 133.35 ft. to a point; thence run N00°48'24"E a distance of 30.00 ft. to a point; thence run S89°49'03"E a distance of 133.65 ft. to a point; thence run S01°22'57"W a distance of 30.01 ft. to the point of beginning, containing 0.1 acres, and being subject to any easements of record.

This easement and right of way is for the purpose of constructing and maintaining a sidewalk along Belt Street. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 28 day of MARCH, 2016.

Signature *Monroe Pointer*

Signature _____

Name MONROE POINTER Title DIRECTOR of FACILITIES

Name _____ Title _____

ACKNOWLEDGMENT

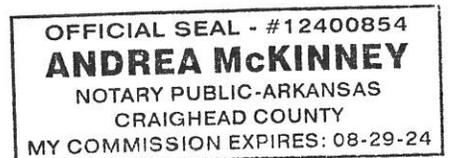
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Monroe Pointer, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 28th day of March, 2016.

Notary Public (Signature) *Andrea McKinney*

My Commission Expires: 8/29/24





Legislation Details (With Text)

File #:	RES-16:041	Version:	1	Name:	Purchase order with Associated Engineering for surveying services
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	3/29/2016	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ISSUE A PURCHASE ORDER TO ASSOCIATED ENGINEERING TO PERFORM PROFESSIONAL SURVEYING SERVICES				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Scope of Services				

Date	Ver.	Action By	Action	Result
4/5/2016	1	Public Works Council Committee		

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ISSUE A PURCHASE ORDER TO ASSOCIATED ENGINEERING TO PERFORM PROFESSIONAL SURVEYING SERVICES
WHEREAS, the City of Jonesboro desires to issue a purchase order to Associated Engineering, LLC to perform professional surveying services for the City of Jonesboro Flood Study Phase 2; and,

WHEREAS, Associated Engineering, LLC has agreed to provide the services detailed in the attached Scope of Services at a cost not to exceed \$74,640.00; and,

WHEREAS, funding for the execution of the purchase order shall come from the Capital Improvements budget and compensation shall be paid in accordance with the purchase order.

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

Section 1: That the City of Jonesboro shall issue a purchase order to Associated Engineering, LLC to perform professional surveying services for the City of Jonesboro Flood Study Phase 2.

Section 2: Funding for the execution of the purchase order shall come from the Capital Improvements budget and compensation shall be paid in accordance with the purchase order.

Section 3: The Mayor is hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to issue a Purchase Order.



March 22, 2016

Mr. Craig Light, PE
City of Jonesboro, Arkansas
300 South Church St.
Jonesboro, AR 72401

RE: City of Jonesboro Flood Study Phase 2

Dear Mr. Light:

We are pleased to provide you with an estimate for surveying services for gathering the field information needed to be utilized in the City of Jonesboro Phase 2 Flood Study. This estimate was prepared using the information you provided to us in our meeting March 17. You have identified approximately 20 bridges, 57 culverts and 76 isolated channel sections that will be included in this scope of work.

The isolated channel sections will include all grade breaks along the section. It will extend a minimum of 50 feet from the top of bank unless an obstruction such as a solid fence or house is encountered. It will also include any spoil that is present from the top of bank to where the spoil ties back to natural ground. The section will not extend more than 250 feet from the centerline of the channel.

Bridge locations will included, from the upstream side a sketch with dimensions including guardrails, piles, and any other obstructions. Photographs will be taken of upstream and downstream sides of the bridge, any scour that has occurred on the downstream side and any elevated pipeline crossings near the bridge. An isolated channel section will be taken 1 to 2 channel top widths above the bridge perpendicular to the main channel.

Culvert locations will included, from the upstream side a sketch with dimensions including headwalls, wing-walls and any other obstructions. Photographs will be taken of upstream and downstream sides of the culvert, any scour that has occurred on the downstream side and any elevated pipeline crossings near the culvert. An isolated channel section will be taken 1 to 2 channel top widths above the bridge perpendicular to the main channel.

All sketches will be drawn on a standard template providing you with the information requested as well identifying the photographs that accompany the structure. They will be scanned and turned into a PDF. All photographs will be in a JPEG Format. The isolated channel sections will be delivered in comma separated value format as points including the point number, northing, easting, elevation and description. The horizontal datum for these points will be NAD 1983, Arkansas State Plane and the vertical datum will be NAVD 1988.



Associated Engineering, LLC

103 S. Church Street – P.O. Box 1462 – Jonesboro, AR 72403 – Phone: (870) 932-3594 – Fax: (870) 932-1554

It will take approximately 10 weeks to gather the requested information. The fees for these services will not exceed be \$74,640.00 (seventy-four thousand and six hundred and forty dollars and no cents).

Thank you for the opportunity to submit this proposal. Please review this estimate and contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John M. Easley'.

John M. Easley, PE PS
Associated Engineering, LLC

A handwritten signature in blue ink, appearing to read 'Patrick W. Lemley'.

Patrick W. Lemley, PS
Associated Engineering, LLC



Legislation Details (With Text)

File #:	RES-16:042	Version:	1	Name:	Submit amended FY2015 CDBG Action Plan to HUD
Type:	Resolution	Status:			Recommended to Council
File created:	3/29/2016	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION APPROVING THE SUBMISSION OF THE AMENDED FY2015 CDBG ACTION PLAN WITH REVISED BUDGET TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	2015 Amended Action Plan 3.8.16 2015 Action Plan 4.9.15				

Date	Ver.	Action By	Action	Result
4/12/2016	1	Finance & Administration Council Committee		

RESOLUTION APPROVING THE SUBMISSION OF THE AMENDED FY2015 CDBG ACTION PLAN WITH REVISED BUDGET TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the City of Jonesboro Grants and Community Development Department will allocate FY2015 CDBG funds in such manner that the priority is given to activities which aligns with HUD's National Objectives in particular to low to moderate income individuals, eliminate blighted and slum areas, and revitalizing impoverished neighborhoods; and

WHEREAS, the total estimated budget is \$804,495 for the 2015 CDBG funding for budgetary purposes; and

WHEREAS, the use of said funds are strictly monitored that includes the amending of the FY2015 Action Plan to be submitted to HUD in accordance with Title I of the Cranston-Gonzales National Affordable Housing Act of 1990; and

WHEREAS, the amended plan is currently posted on the city's website for the required 30 day comment period, and has been advertised in the local newspaper in accordance for submission to HUD.

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

SECTION 1: The revised FY2015 CDBG Action Plan has been amended because of the residual funds from previous years must be spent accordingly to HUD and Federal regulations to maintain compliance.

SECTION 2: Remaining funds from previous years (2005 - 2006) are now included in the FY2015 CDBG Action Plan, which contributes to the following amendment:

AMENDMENT: Funds will be added to the following existing activity in the FY2015 Action Plan

- Sidewalks (North Jonesboro) - Word and Belt Streets - \$40,000 to \$270,000

SECTION 3: The Grants Administrator is authorized to submit the FY2015 Amended Action Plan to HUD for final review and approval.



**CITY OF JONESBORO
2015 AMENDED ACTION PLAN**

**DEPARTMENT OF GRANTS & COMMUNITY DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**HAROLD PERRIN, MAYOR
KIMBERLY MARSHALL, GRANTS ADMINISTRATOR**

**P.O. Box 1845
300 SOUTH CHURCH STREET
JONESBORO, AR 72403-1845**

**PHONE: 870.336.7229
FAX: 870.933.4626
KMARSHALL@JONESBORO.ORG**

**2015 PROGRAM YEAR
B-15-MC-05-0012 AMENDED PLAN**

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STANDARD FORM 424

Comment [hmc1]: Add once approved with signature from Mayor

1. TYPE OF SUBMISSION:		2. DATE SUBMITTED		Applicant Identifier	
Application		3. DATE RECEIVED BY STATE		State Application Identifier	
<input type="checkbox"/> Construction	<input type="checkbox"/> Pre-application	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier	
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Construction				
5. APPLICANT INFORMATION					
Legal Name:			Organizational Unit:		
City of Jonesboro, AR			Department: Grants and Community Development		
Organizational DUNS: 073540288			Division: CDBG		
Address:			Name and telephone number of person to be contacted on matters involving this application (give area code)		
Street: 300 S. Church St. PO Box 1845			Prefix: Ms. First Name: Heather		
City: Jonesboro			Middle Name: M		
County: Craighead			Last Name: Walker-Clark		
State: AR Zip Code: 72403-1845			Suffix:		
Country:			Email: hclark@jonesboro.org		
6. EMPLOYER IDENTIFICATION NUMBER (EIN):			Phone Number (give area code)		Fax Number (give area code)
[7]1-6[0]13749			870.336.7229		870.933.4626
8. TYPE OF APPLICATION:			7. TYPE OF APPLICANT: (See back of form for Application Types)		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision			C. Municipal		
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)			Other (specify)		
Other (specify)			9. NAME OF FEDERAL AGENCY:		
			HUD		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:		
TITLE (Name of Program): Community Development Block Grant/Entitlement Grants			CDBG Action Plan FY 2015-16, July 1 2015 - June 30 2016		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Jonesboro, AR			14. CONGRESSIONAL DISTRICTS OF:		
13. PROPOSED PROJECT			a. Applicant AR-001 b. Project AR-001		
Start Date: 7/1/2015 Ending Date: 6/30/2016			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
15. ESTIMATED FUNDING:			a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: 4.15.2015		
a. Federal	\$	574,495 ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
b. Applicant	\$. ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
c. State	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
d. Local	\$. ⁰⁰	<input type="checkbox"/> Yes if "Yes" attach an explanation. <input type="checkbox"/> No		
e. Other	\$. ⁰⁰			
f. Program Income	\$. ⁰⁰			
g. TOTAL	\$	574,495 ⁰⁰			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative		First Name		Middle Name	
Prefix Mr.		Harold			
Last Name Perrin		Suffix			
b. Title Mayor		c. Telephone Number (give area code)		870932.1052	
d. Signature of Authorized Representative		e. Date Signed			

EXECUTIVE SUMMARY

The CDBG Program was established by the Housing and Community Development Act of 1974. The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities, principally for lower income persons (defined as 80% of less of the City of Jonesboro area median household income).

The statutes for formula grant programs set forth three basic goals against which the Consolidated Plan, and the jurisdiction's performance under the plan will be evaluated by the U.S. Department of Housing and Urban Development (HUD). Those goals are:

- Create a Suitable Living Environment
- Provide Decent Housing
- Create Economic Opportunities

Through the CDBG Program, the U.S. Department of Housing and Urban Development (HUD) provides funds to local governments for a wide range of community development activities for low-income persons. In order for an activity to be eligible for CDBG funding, it must be shown to address one of the following national objectives:

- Benefit people with low incomes (up to 80 percent of medial)
- Aid in the prevention or elimination of slums and blight; or
- Meet an urgent need (such as earthquake, flood, or hurricane relief)

The City of Jonesboro, Arkansas is beginning its nineteenth year with the Community Development Block Grant Program. The Annual Action Plan for Program Year 2015 represents the fourth year of the City of Jonesboro's Five Year Consolidated Plan submitted for program years 2012-2016. It is prepared in direct correlation with the specific goals and objectives stated therein. The Action Plan is in compliance with the U.S. Department of Housing and Urban Development guidelines for submission for Federal entitlement funds.

The city began its first program year on July 1, 1997. In August 1999 the city received approval from HUD to change the program year to January 1 of each year. Therefore, our third year program was for six months and our fourth year program began on January 1, 2000 and ended on December 31, 2000. Our fifth year and all subsequent program years have started January 1st of each year until most recently. The City of Jonesboro has received HUD approval to change the program year back to the July 1 – June 30th program year starting with the 2014 CDBG program year effective July 1, 2014 – June 30, 2014.

The actual level of funding Jonesboro received from HUD is determined annually and is based upon a formula that all entitlement communities are subject to in relation to HUD's overall annual budget.

The city does not receive HOME, HOPWA, or ESG funds at this time. The city anticipates applying for HOME funds in 2015 from ADFA. The HUD Community Development Block Grant allocation for the fiscal year 2015-16 is \$804,495. These funds consist of the original allocation of \$574,495, which was from the formula that HUD utilized to entitlement cities and the \$230,000 was from recaptured funds from previous years. The annual Action Plan has been prepared in accordance with existing regulations governing the Community Development Block Grant Program and the Consolidated Plan format. The activities and programs described herein are aligned with the Strategic Plan, as outlined in the 2012-2016 Five Year Consolidated Plan. The 2015 Community Development Program highlights the number one goal in the 5 Year Consolidated Plan – Improve Livability and Availability of Affordable Housing to our low income residents with the highest priority being housing rehabilitation. Another key area of focus within the Action Plan is to create a suitable living environment by the elimination of slum/blight with HUD approved CDBG areas. Acceptance in the HOME Program

will allow the City to complete between 10 and 20 additional housing rehabilitation projects. Additional projects may include home reconstruction and new construction projects. CDBG funds will also be used for housing rehabilitation in addition to emergency rehabilitations.

A total of 16 individual projects are listed in the 2015 Action Plan. In this plan, the most attention is given toward preserving housing stock with 20% of the budgeted plan going towards homeowner occupied housing rehabs for low income and sewer connections for low income. The elimination of slum and blight and neighborhood revitalization each represent 12% of this plan. Economic opportunity and public services represent 9% and public improvements of 46% with the remaining represented by administration costs for staff, supplies, etc. Public services this year are a total of 8 projects: North Jonesboro Neighborhood Initiative (\$35,000), which includes a \$15,000 allocation for 50 low income North Jonesboro Pre-K to 2nd graders to attend a 6 week educational summer camp at Arkansas State University; City Youth Ministries (\$14,682); Habitat for Humanity (\$6,000); Foundation of Arts (\$3,750); Hispanic Community Services INC (\$3,750); New Life (\$2,500); Life Skills, INC (\$2,500); and West End Neighborhood Association (\$2,500). Priority is given to projects designed to serve low-income CDBG areas, and to those projects that serve the highest number of low income participants, thereby having the largest impact in the community. There was a theme of educational opportunity and advancement in this year's public service project applications. The theme in this year's public hearing meetings was more lighting in neighborhoods and more sidewalks. The West End Neighborhood Association is going to partner with CWL to install additional street lights and will then pay the utility bill with CDBG public services funds. They have partnered with Lt. Todd Nelson, a certified crime free housing officer with the JPD Quality of Life Unit, to increase safety elements in the west end community. Lighting was a recommendation to them and they have found a creative way to implement by partnering with the city and CWL.

Jonesboro's 2015 Action Plan continues to reflect the true intention of the HUD Community Development Block Grant: *seeking to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.* As stated in the Five Year Consolidated Plan, the entire City's housing and Community Development projects serve in the Census tract areas that represent the highest density of low income populations, and/or serve as a direct benefit to low income individuals. Maintaining the current housing stock in these areas is a high priority. Neighborhood revitalization is also a predominant consideration. The City of Jonesboro's priority objectives are to improve the housing and neighborhood livability and the quality of life for low income, disadvantaged, and often underserved citizens.

CITY OF JONESBORO PRIORITY OBJECTIVES:

- Housing – Rehabilitation/Homeownership
- Neighborhood Revitalization/Beautification
- Economic Opportunity/Development/Job Creation/Business Development
- Public Services – Quality of Life/Life Skills/Special Needs
- Slum & Blight Control – Elimination of Slum/Blight

The City of Jonesboro is committed to the proper implementation of a balanced Community Development Program that maximizes benefits to low and moderate income persons both directly and through the improvement of their immediate neighborhoods. Through the provision of decent housing, a suitable living environment, educational and supportive services, and the expansion of economic opportunities, the city intends to change the face of our low income neighborhoods and provide residents with the needed resources to assist them in breaking both generational and circumstantial poverty. This year's primary focus remains on housing, economic development, neighborhood revitalization, and a broad range of public and social services addressing the core needs of our low income residents.

While the needs of the City of Jonesboro continue to far exceed the financial resources available through the Community Development Block Grant Program and the city's financial means, this funding makes it possible for

Jonesboro to provide meaningful housing improvements, public improvement, and community restoration and development activities. It is through these activities that we address the quality of life issues that are essential in achieving and truly beneficial level of neighborhood specific community improvements. The following pages define the distribution of funds and outline the proposed projects and activities to be undertaken with the federal fund allocation.

STATEMENT OF COMMUNITY DEVELOPMENT GOALS

2015 ACTION PLAN

The City of Jonesboro continues to place major emphasis on HUD's priority goals of Housing, Neighborhood Revitalization, and the improvement of the quality of life through the provision of needed social services and education. This year's projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of direct homeownership financial assistance. The city will address the sustainability of our existing affordable housing through its preservation, improvement, and rehabilitation projects. The plan prioritizes Neighborhood Revitalization through the improvement of neighborhood safety and aesthetics via implementation of code enforcement, and the elimination of slum and blight. Quality of life issues are addressed through various forms of education including life skills, educational summer camps, after school tutoring and mentoring, pre-K educational programs, fine arts programs, computer training for youth and adults, translation services for the Hispanic community; and neighborhood safety strategies using increased lighting as a proven crime deterrent.

The City of Jonesboro's Department of Grants & Community Development will continue its implementation of the community engagement initiative, North Jonesboro Neighborhood Initiative, which includes the aforementioned partners as well as residents, churches, and the business community. This resident-driven place-based change initiative includes a citizen-driven strategy for addressing and meeting needs in the lowest income area of Jonesboro, the banking and financial community, non-profit organizations, area businesses and a supporting partner in the Winthrop Rockefeller Foundation. Many accomplishments came in 2014 and in 2015 it is the plan of the city to implement this initiative city wide with staff and governance revisions. With this shift, the NJNI Board (represented by the North Jonesboro residents and stakeholders) will take ownership of the NJNI agenda. It has always been the city's intention to build a model of community involvement that directly addresses the poverty issues, provides community leadership, and enables the low income neighborhood areas to see marked change in the fiscal year 2015. This initiative has created neighborhood networks in our extremely low income area of Jonesboro to individually address specific needs and become a part of the solution.

There continues to be many community stakeholders willing to further our efforts to address the needs of their individual neighborhoods. Through the 2015 CDBG program funds the city will be serving not only specific low income neighborhoods, but directly serving our low income and special needs populations including youth, elderly, disabled, and otherwise disadvantaged.

Our primary goal is to promote, sustain and preserve an excellent quality of life in the City of Jonesboro. Through the Community Development Objectives cited below we are continuing to conduct our activities in a manner designed to benefit our most vulnerable populations.

2015 ACTION PLAN GOALS

The following are the Goals to be addressed with the 2015 Program Year funding as they are stated in the Five Year Consolidated Plan:

AFFORDABLE HOUSING & PUBLIC HOUSING

1. Goal: Improve livability and availability of affordable housing and assist in the improvement of housing opportunities

BARRIERS TO AFFORDABLE HOUSING

2. Goal: Address barriers to affordable and fair housing

LEAD-PAINT HAZARDS – GOALS, OBJECTIVES, AND STRATEGIES

3. Goal: Increase lead safe housing stock

SUITABLE LIVING ENVIRONMENT – NON HOUSING COMMUNITY DEVELOPMENT

4. Goal: Improve livability, create better functioning, and more attractive neighborhoods

SPECIAL NEEDS – HOMELESSNESS

5. Goal: Increase service opportunities extended to potentially homeless persons.

ANTI-POVERTY STRATEGY

6. Goal: To assist in the reduction of households with incomes below the poverty line

NON-HOMELESS SPECIAL NEEDS

7. Goal: Explore the possibility of expanding services and/or access to services for our special needs population

ECONOMIC DEVELOPMENT STRATEGY

8. Goal: Explore the possibility of job creation through technical and life skills training and micro business development

PROJECTED USE OF FUNDS

The City of Jonesboro’s 2014 anticipated allocation is \$574,495 for the Eighteenth Year Community Development Block Grant Program. The plan was developed using an all inclusive citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The city has evaluated all projects, conducted public hearings, invited public comments and suggestions, and obtained the Mayor and City Council approval for the expenditures of the following projects:

HOUSING SERVICES	
<i>Code Enforcement</i>	\$20,500.00
<i>Homeownership Assistance</i>	\$12,500.00
<i>Homeowner Rehabilitation (Sewer Connections)</i>	\$150,000.00
<i>Demolition & Clearance</i>	\$75,000.00
PUBLIC FACILITIES & IMPROVEMENTS	
<i>Pop Stricklin Park Playground Improvements</i>	\$50,000.00
<i>Parker Park Pavilion</i>	\$25,000.00
<i>West End CWL Park Pavilion</i>	\$25,000.00
<i>Sidewalk Improvements</i>	\$270,000.00
PUBLIC SERVICES	
<i>North Jonesboro Neighborhood Initiative (NJNI)</i>	\$35,000.00
<i>City Youth Ministries</i>	\$14,682.00
<i>Habitat for Humanity</i>	\$6,000.00
<i>Foundation of Arts</i>	\$3,750.00
<i>Hispanic Community Services INC.</i>	\$3,750.00
<i>New Life</i>	\$2,500.00
<i>Life Skills</i>	\$2,500.00
<i>West End Neighborhood Association</i>	\$2,500.00

OTHER	
<i>Administration</i>	\$105,813.00
TOTAL	\$804,495.00

The above listed activities are the proposed and approved projects for the 2015 Program Year. The 2015 Plan has gone through a 30-day comment period and input from the community has been taken into consideration. The Mayor and the City Council have approved the plan, the specific projects, and their amounts by Resolution, thereby approving the allocated funds in the amount of \$804,495, and the implementation of said projects.

These projects were selected after careful consideration of the City of Jonesboro’s needs in relation to HUD’s national objectives. As reflected in the table below, Jonesboro has a higher percentage of poverty, and lower percentage of homeownership than our county, state, and nation. Therefore, the city has chosen to select the programs that will most directly address the immediate areas of need.

According to the U.S. Census Bureau:

	Jonesboro	Craighead County	Arkansas State	United States
Persons below POVERTY percent	24.2%	20.6%	19.2%	14.5%
HOMEOWNERSHIP rate	52.6%	59.6%	58.3%	64.8%

<http://quickfacts.census.gov/qfd/states/05/05031.html>

The projects are designed with maximum feasible benefit for the low and moderate-income residents. The City will continue to strive to meet the HUD national objectives as we increase the number of opportunities for our residents to move from homelessness and /or poverty to housing, self sufficiency, and the possibility of homeownership.

EFFECTIVENESS

The 2015 Action Plan coincides with the national objectives and the 2012-2016 Consolidated Plan. The City of Jonesboro included in its consideration the results of two well-attended public hearings on February 17th, the scoring sheets of the public service applications (the CDBG Advisory Board does this annually), monthly well-attended community meetings in North Jonesboro, collaborative discussion among department heads and other city staffers, input from the Mayor, and of course final approval by the City Council of Jonesboro, Arkansas.

Notices of all public hearings and the availability of the 2015 CDBG proposed projects for a 30-day public review were published in the Jonesboro Sun newspaper twice and were posted on the City of Jonesboro website. Further, blast emails and texts were sent out to anyone that signed up for notices of the Grants and Community Development Department online. Last, blast emails to all residents and other known stakeholders were sent out twice. Copies of the complete 2015 Action Plan are available for public review and inspection during normal business hours Monday through Friday in the Offices of the Department of Grants and Community Development located at the Municipal Center, 300 South Church Street, Jonesboro, AR 72401. Copies of the plans are also available on the Grants & Community Development website.

ELEMENTS OF THE CONSOLIDATED PLAN

MANAGING THE PROCESS

The City of Jonesboro's Department of Grants & Community Development is responsible for the development and implementation of the Consolidated Plan. Various City Departments and local agencies assist in the collection of the needs data for preparation of the Consolidated Plan and Annual Action Plan. J-Quad Planning Consulting Group assisted in writing portions of the Consolidated Plan. J-Quad Planning was hired by the City of Jonesboro to conduct a comprehensive housing study, funded by the Residential Housing and Health Care Facilities Board. Portions of that study were used in the completion of the Consolidated Plan and the 2015 Action Plan.

CITIZEN PARTICIPATION PROCESS

The City of Jonesboro follows its Citizen Participation Plan in the development of the Consolidated Plan and Annual Action Plan. It is the goal of the city to encourage and facilitate participation of residents in the formulation of priorities, strategies, and funding allocations for the Community Development Block Grant Program. The process emphasizes the involvement of extremely low, very low, and low income persons (especially those living in low income neighborhoods and diverse populations) including people who do not speak English and persons with disabilities.

The preparation of the 2015 Action Plan builds upon the public participation and input provided in developing the 2012-2016 Consolidated Plan Priority Needs Summary, as approved by the City Council. This plan sets forth a five year plan citing Housing and Community Development Needs. The Action Plan follows the Consolidated Plan in its focus on those goals that will benefit lower income households and identifies which goals are anticipated to be carried out using federal CDBG funds allocated to the City.

Public input was obtained from two public hearings, and participation in public and service provider meetings, as well as, other annual Ward meetings held by the Mayor, and monthly community association meetings. In an effort to broaden the public participation process for development of the Consolidated Plan and Action Plan, the city seriously encourages involvement in the process and holds the meetings in locations in service-recipient neighborhoods. Efforts are also made to reach persons with disabilities by utilizing agencies that serve persons with disabilities.

INSTITUTIONAL STRUCTURE

The institutional structure for implementation of the Consolidated Plan includes non-profit organizations and other public agencies and educational institutions. The City of Jonesboro Department of Community Development is responsible for implementation of the Consolidated and Annual Action Plans.

The city provides funding and coordinates with nonprofit organizations that provide public services that benefit Jonesboro residents. The city also works with non-profit housing developers in the development of affordable housing in the city. Non-profit organizations are critical to achieving the Consolidated Plan goals.

The city is available to assist the Housing Authority in submitting applications for funding to increase Section 8 vouchers or provide additional funding for affordable housing or services in the city. The city coordinates its activities with other public agencies. The city regularly participates in JURHA, and non-profit meetings, focus groups, and faith-based activities.

The city assists non-profit agencies in securing other state and federal funding by writing letters of support and assisting agencies in completing applications for funding. The city is also active in supporting the continued funding of the Section 8 Program and other programs that are crucial for affordable housing programs and public services.

The major strengths of the city's institutional structure is in the access to the various city departments and to a large number of very capable non-profit organizations who are highly competent in using available resources and leveraging funding in order to achieve the desired housing and services.

MONITORING

The City of Jonesboro intends to use the existing delivery/reporting system to achieve its production and service goals. While this includes managing in-house programs, many programs and services will be contracted out to sub-grantees. The city plans to conduct an on-site monitoring assessment of the program activities of each sub-recipient in order to ensure strict compliance with program guidelines as stated in their contractual agreement. The monitoring process includes quarterly reports and a review of contract compliance, program capacity, performance, and timeliness.

Financial monitoring occurs on a quarterly basis with a review of invoices and supporting documentation to ensure that all costs correspond to project services as outlined in the recipient's contract budget. The quarterly report includes additional information including client data, project activities, progress in meeting goals/objectives and specific achievements.

At the end of the contract year, the department compiles all the client demographic data and prepares a comprehensive statistical report that becomes part of the CAPER.

The City of Jonesboro includes the following statement on every bid document in order to encourage minority business participation:

MINORITY BUSINESS PARTICIPATION

Minority Business Policy-It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore the City of Jonesboro encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. The city also encourages all companies to sub-contract portions of any city contract to minority business enterprises. Furthermore, the city directly contacts minority owned businesses that are recognized by the state of Arkansas and invites them to bid on contracts.

LEAD BASED PAINT STRATEGY

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG funded activities in tandem with our Inspection Department. The Chief Building official is also certified in lead-based paint testing and removal.

Owners of properties to be rehabilitated are informed of the risks of lead based paint. As part of the rehabilitation process, the property is inspected for signs of defective paint. Defective paint in older homes that is suspected to be lead based is removed following the lead based paint standards. If there are children in the home, the parents are provided information regarding the benefits of having the children tested for lead based paint and also where they can go to get this done.

RESOLUTION



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

Agenda Date: **Version:** 1 **Status:** Draft
In Control: Finance & Administration Council Committee **File Type:** Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT THE FY 2015 CDBG ACTION PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Jonesboro Grants Department will allocate FY 2015 Community Development Block Grant (CDBG) funds in such a manner that priority is given to activities that benefit low to moderate income families, eliminate slum and blight, and revitalize impoverished neighborhoods; and

WHEREAS, there is a total of \$574,495 for FY 2015 CDBG funds for budgetary purposes; and

WHEREAS, the use of these monies are strictly monitored including the mandate that an annual action plan be submitted to the U.S. Department of Housing & Urban Development in accordance with Title 1 of the Cranston-Gonzalez National Affordable Housing Act of 1990.

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

SECTION 1: The FY 2015 Community Development Block Grant (CDBG) program totaling \$574,495 for budgeting purposes is approved by reference to the attached project/activity budget table (within the FY 2015 Action Plan); and

SECTION 2: The in-house certifications as included in this document are reaffirmed; and

SECTION 3: The Grants and Community Development Department is authorized to prepare and submit the FY 2015 Action Plan to HUD for review and approval.

CERTIFICATIONS

THE FOLLOWING PAGES are certifications that have been signed by Mayor Harold Perrin, City of Jonesboro, Arkansas for the CDBG BLOCK GRANT PROGRAM FOR THE YEAR 2015.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Housing and Community Development Plan regulations, the City of Jonesboro certify that:

CITIZEN PARTICIPATION PLAN -- Following is the detailed citizen participation plan which:

1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the City of Jonesboro's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
3. Provides for technical assistance to representatives of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by the City of Jonesboro;
4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
6. Identifies how the needs of non-English speaking residents will be met in the cause of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. The City of Jonesboro stands ready to provide any and all necessary assistance to persons with visual or hearing impairments to assure that these individuals are fully informed and included in the Consolidated Plan process. The City shall provide assistance up to and including interpreters and persons that sign for the hearing impaired, as well as any appropriate listening devices. The City stands ready to utilize alternative media as requested.

CITIZEN PARTICIPATION

Prior to submission of its Housing and Community Development Plan to HUD, the City of Jonesboro has:

1. Met the citizen participation requirements of §91.10; and
2. Prepared its housing and community development plan and annual use of funds in accordance with §91.1 and made its Housing and Community Development Plan submission available to the public.

AFFIRMATIVELY FURTHER FAIR HOUSING

The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR 91.220, and has prepared an analysis previously that identifies impediments to fair housing choice, and maintains records pertaining to carrying out this certification. The cost and condition of housing in our low income areas will be addressed directly with the project listed herein. CDBG funds will be used to acquire land for single family unit homes in our most impoverished area. Low income individuals and families will be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes CDBG will be used to provide grants for rehabilitation. The City has undertaken several activities to address emergency shelters and the transitional housing needs of our homeless individuals and families.

The City continues to improve neighborhoods with the improvements of parks, sewer improvements and the elimination of substandard housing and unsightly lots through demolition and clearance. The City has plans to apply for HOME funds through ADFA in order to expand our home rehabilitation program. The activities to be completed are either located in or will directly serve our low and moderate income areas, and the areas of minority concentration. The attached maps show said areas.

In addition to the projects outlined, the Jonesboro Urban Renewal and Housing Authority, Salvation Army, Mission Outreach, Inc., Consolidated Youth Systems, Mid South Health Systems, and Women's Crisis Center of Northeast Arkansas are assisting homeless and potentially homeless individuals and families with the programs that they administer. We are continuing to monitor and collaborate with the services that are provided by other entities in Jonesboro. In fact, the Walnut Street Baptist Church is in the process now of purchasing land to renovate an existing facility and incorporate a homeless shelter with a rapid re-housing program. Also, the Salvation Army is raising funds to expand their shelter activities (currently have 22 beds). The CDBG 2016 Action Plan will include match funds for this program if/when said funds are raised by Salvation Army.

The City of Jonesboro is currently spearheading the Homelessness Needs Initiative to determine services offered, existing gaps in services, and a plan of action in collaboration with a host (service delivery) agency to improve the services offered in Jonesboro, Arkansas to this population. The plan will include a self-sufficiency sustainability plan for all homeless in Jonesboro, Arkansas.

Regarding those persons that are not homeless as identified in accordance with 91.215 (d), the City is also monitoring those areas. These persons are the elderly, frail elderly, persons with disabilities, alcohol or other drug addictions, HIV/AIDS and their families along with public housing residents. Crowley's Ridge Development Council, Abilities Unlimited Inc., Consolidated Youth Services, Jonesboro Human Development Center, FOCUS, NARAN, Mid South Health Systems, East Arkansas Area Agency on Aging, as well as several others assist many handicapped persons and families along with the Housing Authority. The City is actively involved in assisting these organizations and does not intend to step in and duplicate these services. We will continue to monitor these organizations.

Our monitoring of the agencies reflects that the agencies are providing assistance within their guidelines and scope of work. The City will endorse and support new applications for the agencies to apply for funding, as well as monitor the housing and general needs of the citizens of Jonesboro.

ANTI-DISCRIMINATION

The grants will be conducted and administered in compliance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3620), the Age Discrimination Act of 1975, Executive Orders 11063, 11625, 12138, 12432 and 12892, Section 504 of the (title II) and implementing regulations.

ANTI-DISPLACEMENT AND RELOCATION PLAN

The City of Jonesboro will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under §91.10 and Federal implementing regulations; and that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104 (d) of the Housing and Community Development Act of 1974, as amended, and the relocation requirements of §91.10 governing optional relocation assistance under section 105 (a) (11) of the Housing and Community Development Act of 1974, as amended;

DRUG FREE WORKPLACE

The city will continue to provide a drug-free workplace by enacting certain requirements:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The City of Jonesboro's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant actively the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The City of Jonesboro has provided the site(s) for the performance of work done in connection with this specific grant:

Demolition of substandard housing units, various park improvements in the city and administrative responsibilities, all in the City of Jonesboro, will be carried out from 300 South Church Street, Jonesboro, Craighead County, Arkansas 72401.

ANTI LOBBYING

To the best of the City of Jonesboro's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the City of Jonesboro will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions; and
3. The City will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; The City of Jonesboro is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

LEGAL AUTHORITY

The City of Jonesboro possesses legal authority under State and Local Law to make grant submissions and to execute Community Development and Housing programs and the City Council has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the Housing and Community Development Plan and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified the official representative of the grantee to act in connection with the submission of Housing and Community Development Plan and to provide such additional information as may be required;

APPLICABLE LAWS

The City of Jonesboro will comply with the other provisions of the Acts covering programs covered by the Housing and community Development Plan and with other applicable laws.

In accordance with the certifications as set out under 24 CFR Part 91.225 of the Federal Register dated January 5, 1995, the City of Jonesboro, Arkansas further certifies that:

CONSISTENCY WITH PLAN

The housing activities to be undertaken with CDBG funds are consistent with the strategic plan.

SECTION 3 COMPLIANCE

The City of Jonesboro, Arkansas in the administration of its Community Development Program will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135.

Signature: Harold Perrin, Mayor

Date

Signature: Donna Jackson, City Clerk

Date

SPECIFIC CDBG CERTIFICATIONS

The City of Jonesboro certifies that:

USE OF FUNDS - It has developed its Housing and Community Development Plan one-year projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the projected use of funds may also include activities which the City of Jonesboro certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health of welfare of the community, and other financial resources are not available); except that the aggregate use of CDBG funds received under section 106 of the Housing and Community Development Act of 1974, as amended, and if applicable, under section 108 of the same Act, shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;

COMMUNITY DEVELOPMENT PLAN -The City of Jonesboro has developed a Community Development Plan, for the period specified in the paragraph above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974, as amended;

SPECIAL ASSESSMENTS-The City of Jonesboro will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under section 108 of the same Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

1. Funds received under section 106 of the housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of that Act; or
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the City of Jonesboro certifies to the Secretary that it lacks sufficient funds received under section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph (1) above;

LEAD-BASED PAINT- The City of Jonesboro's notification, inspection, testing and abatement procedures concerning lead-based paint will comply with §570.608;

EXCESSIVE FORCE– The City of Jonesboro has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Signature: Harold Perrin, Mayor

Date

Signature: Donna Jackson, City Clerk

Date

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements:

A. LOBBYING CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352; title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. DRUG-FREE WORKPLACE CERTIFICATION

1. By signing and/or submitting this application or grant agreement the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).
4. For grantees that are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (i.e. All vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees; attention is called, in particular, to the following definitions from these rules:

9. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

10. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

11. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

12. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

THE FOLLOWING PAGES reflect the Projects in which the CDBG Program dollars will be directed in the City of Jonesboro.

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Code Enforcement

PROJECT TITLE: Housing Services – Code Enforcement

DESCRIPTION: *Regulation: 570.202(c) provide that cost incurred for inspection and enforcement of codes, such as salaries and related expenses of code enforcement inspectors and legal proceedings, are eligible costs.*

LOCATION/TARGET AREA: Jonesboro LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.202(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$20,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$20,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Homeownership Assistance

PROJECT TITLE: Homeownership Assistance

DESCRIPTION: REGULATION: 570.201(n) Homeownership Assistance

Increase the viability for potential homeownership through provision of homeownership assistance programs, such as down payment and closing cost assistance.

LOCATION/TARGET AREA: Jonesboro LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(n)
TYPE OF RECIPIENT:	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$12,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$12,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Rehabilitation and preservation activities

PROJECT TITLE: Housing Services – Homeowner/Emergency Homeowner Rehabilitation

DESCRIPTION: *Regulation: 570.202 Eligible rehabilitation and preservation activities*
Assist in the improvement of housing conditions for LMI Homeowners, thereby preserving our existing affordable housing stock.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.202
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR: Housing Units	ANNUAL UNITS: 10
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$150,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$150,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Clearance

PROJECT TITLE: Demolition & Clearance

DESCRIPTION: *Regulation: 570.201 (d) Clearance activities.*
Demolish blighted structures in approved CDBG/LMI areas.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(d)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$75,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$75,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Pop Stricklin Park Improvements/Renovation

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*
Installation of playground equipment at Pop Stricklin Park (located in a LMI/CDBG area). This addition will help to further serve LMI children who do not currently have an adequate public playground.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$50,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$50,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Parker Park Improvements/Renovation

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*

Installation of a pavilion at Parker Park (located in a LMI/CDBG area). This addition will help to further serve LMI children and families who do not currently have a shaded place to gather/eat/commune while children are playing on playground area and on splash pad area.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$25,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$25,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – CWL Park Improvements/Renovation

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*
Installation of playground equipment at CWL Park (located in a LMI/CDBG area). This addition will help to further serve LMI children and families who do not currently have a shaded place to gather/eat/commune while children are playing on playground area, playing baseball, or walking on walk trail around the park.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$25,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$25,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Sidewalk Improvements

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*

North Jonesboro Neighborhood Initiative Quality of Life Committee is working on a sidewalk improvement plan. They have identified several areas of existing sidewalks that need maintenance, additional concrete poured, and some areas that need new sidewalks that have never had sidewalks – especially areas that connect residents to public transit. This plan will be utilized in determining how this money is spent in North Jonesboro.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$270,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$270,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: North Jonesboro Neighborhood Initiative (NJNI)

PROJECT TITLE: Public Service – Neighborhood Revitalization & Community Engagement

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

Collaborative community change strategies where engaged residents, local businesses, faith communities, social service providers and funders work together to build vibrant neighborhoods, foster community cohesion, and build a strong infrastructure of services and supports for families. Funds will be used for community outreach events, board development/training and resident leadership training, small grants for engaged committees to go towards community improvements in NRSA (approved by NJNI Board), and an educational summer camp offered at A-State.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 07.01.2015	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$35,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$35,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: City Youth Ministries, Inc.

PROJECT TITLE: Public Service – CYM Advantage Project

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

The CYM Head Start Initiative is a family engagement program that promotes financial, technological, and parenting literacy among CYM families living in the North Jonesboro area and advances access to better economic opportunities for families living in poverty. Funds will be used for equipment, supplies, and coordination.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$14,682
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$14,682

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Habitat for Humanity

PROJECT TITLE: PROJECT OUTREACH 2015

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services

This project educates and develops life skills for Jonesboro LMI residents by focusing on 5 topics: healthy eating, smart shopping, financial stewardship, home maintenance, and disaster preparedness.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$6,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$6,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Foundation of Arts

PROJECT TITLE: Public Service – Art Reaches Program

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*
Provide art education, supplies, materials for LMI and disabled children to participate in dance and drama. These services are offered at no charge to LMI, homeless, and persons with disabilities.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$3,750
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$3,750

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Hispanic Community Services, INC.

PROJECT TITLE: Public Service – The Bridges Between Cultures

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

The project focus includes provision of translations and interpretations for individuals in the community, public and private organizations of the City of Jonesboro, helping bridge the cultural gap and supporting individual and family self-sufficiency for low income persons/families which prepares them for job placement and contributions to the economic climate of the region.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$3,750
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$3,750

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: New Life Empowerment Development Center, INC.

PROJECT TITLE: Public Service – E-GO (Employment on the Go)

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*
 Seeks to teach low income youth and adults the power in computer and digital literacy to eradicate economic, cultural, racial, health, and educational disparities amongst the most susceptible populations in the community; fostering a life-long desire for self-improvement, economic development, and community service.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$2,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$2,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION’S NAME: City of Jonesboro

PRIORITY NEED: Life Skills, INC.

PROJECT TITLE: Public Service – LEAD Program

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

The goal of LEAD is to expand existing programs to help students with special needs acquire the skills that help them to live independently, to become employable and self-sufficient/reliant to prevent homelessness.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
<i>CDBG</i>	\$2,500
<i>ESG</i>	
<i>HOME</i>	
<i>HOPWA</i>	
<i>TOTAL FORMULA</i>	
<i>PRIOR YEAR FUNDS</i>	
<i>ASSISTED HOUSING</i>	
<i>PHA</i>	
<i>OTHER FUNDING</i>	
TOTAL	\$2,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: WEST END NEIGHBORHOOD ASSOCIATION

PROJECT TITLE: Public Service – Safety Lighting Project

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*
Seeks to increase and improve neighborhood lighting in partnership with City of Jonesboro, JPD Quality of Life Unit, and CWL. Effective lighting is a proved crime deterrent.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
<i>CDBG</i>	\$2,500
<i>ESG</i>	
<i>HOME</i>	
<i>HOPWA</i>	
<i>TOTAL FORMULA</i>	
<i>PRIOR YEAR FUNDS</i>	
<i>ASSISTED HOUSING</i>	
<i>PHA</i>	
<i>OTHER FUNDING</i>	
TOTAL	\$2,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: CDBG Program Planning & Administration

PROJECT TITLE: Planning & Administration

DESCRIPTION: CDBG administration costs necessary for planning, project management, implementation, and compliance reporting.

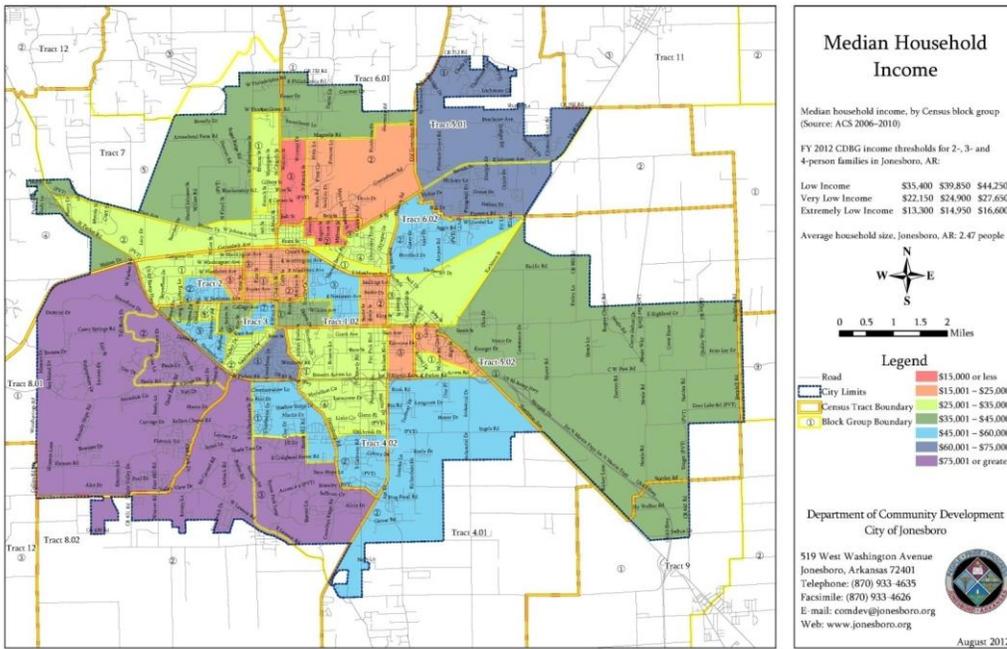
LOCATION/TARGET AREA: Administrative Activity

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.206 (a)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
<i>CDBG</i>	\$105,813.00
<i>ESG</i>	
<i>HOME</i>	
<i>HOPWA</i>	
<i>TOTAL FORMULA</i>	
<i>PRIOR YEAR FUNDS</i>	
<i>ASSISTED HOUSING</i>	
<i>PHA</i>	
<i>OTHER FUNDING</i>	
<i>TOTAL</i>	\$105,813.00

MAPS

THE FOLLOWING PAGES reflect the income and minority areas in which the CDBG Program dollars will be directed in the City of Jonesboro.



PUBLICATION

<https://amp.paxtonmedia.com:8446/AMPWeb/TemporaryItems/...>

NOTICE OF PUBLIC HEARING- CITIZEN PARTICIPATION

The City of Jonesboro, Arkansas will be applying to the Department of Housing & Urban Development for funding assistance to undertake eligible activities of approximately \$573,150 under the 2015-16 Community Development Block Grant Program (CDBG).

Funds must be used for one of the following purposes:

1. To benefit low and moderate income persons
2. To aid in the prevention or elimination of slum and blight
3. To meet other community development needs

The purpose of this hearing is to:

1. Inform citizens of the funding level for the program year and solicit citizen feedback on proposed projects
2. Report on the year 2014 CDBG activities
3. Solicit citizen input on community development needs

Public participation is vital to the program's success; therefore, we encourage the public to attend one of the Public Hearings, which will be held on Tuesday, February 17th, 2015, at the following locations:

- Municipal Center, 300 S. Church Street, Jonesboro, AR 2:00 P.M. (1st Floor Conference Room)
- E. Boone Watson Community Center, 1005 Logan Ave., Jonesboro, AR 5:30 P.M. (Community Room)

The CDBG program is citizen driven. As throughout the year, all inquiries are welcome and should be emailed to hclark@jonesboro.org or mailed directly to the Department of Grants & Community Development, 300 S. Church Street, Jonesboro, AR or call Heather Clark, Administrator, at 870.336.7229.

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NOTICE OF PUBLIC HEARING- CITIZEN PARTICIPATION

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Funds must be used for one of the following purposes:

- 1. Benefit low and moderate income persons
- 2. Aid in the prevention or elimination of slum and blight
- 3. Meet other community development needs

The purpose of these hearings are to:

- 1. Inform citizens of program funding level and solicit feedback on proposed projects
- 2. Report on 2015 CDBG activities
- 3. Solicit citizen input on community development needs

Public participation is vital to the program's success; therefore, we encourage the public to attend one of the Public Hearings Thursday, February 18th, 2016, at the E. Boone Watson Center, 1005 Logan Street, Jonesboro, AR

• 2:00 P.M.

• 5:30 P.M.

Accommodations for non-English speaking and disabled residents will be made available upon request.

The CDBG program is

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The purpose of these hearings are to:

- 1. Inform citizens of program funding level
- 2. Report on 2015 CDBG activities
- 3. Solicit citizen input on community development needs

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2. Report on 2015 CDBG activities

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• 5:30 P.M.

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The CDBG program is citizen driven. As throughout the year, all inquiries are welcome and should be emailed to

emma@jonesboro.org or mailed to the Department of Grants & Community Development, 300 S. Church Street, Jonesboro, AR 72401, or call Emma Agnew, Community Services Manager, at 870.336.7210 or Mari Jordan, Project Coordinator at 870.336.7198.



CITY OF JONESBORO 2015 ACTION PLAN

DEPARTMENT OF GRANTS & COMMUNITY DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**HAROLD PERRIN, MAYOR
HEATHER WALKER-CLARK, GRANTS ADMINISTRATOR**

**P.O. Box 1845
300 SOUTH CHURCH STREET
JONESBORO, AR 72403-1845**

**PHONE: 870.336.7229
FAX: 870.933.4626
HCLARK@JONESBORO.ORG**

**2015 PROGRAM YEAR
B-15-MC-05-0012**

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STANDARD FORM 424

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier
5. APPLICANT INFORMATION		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
Legal Name: City of Jonesboro, AR		Organizational Unit: Department: Grants and Community Development	
Organizational DUNS: 073540288		Division: CDBG	
Address: Street: 300 S. Church St. PO Box 1845		Name and telephone number of person to be contacted on matters involving this application (give area code)	
City: Jonesboro		Prefix: Ms.	First Name: Heather
County: Craighead		Middle Name M	
State: AR		Last Name Walker-Clark	
Zip Code 72403-1845	Suffix:		
Country:		Email: hclark@jonesboro.org	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 - 6 0 1 3 7 4 9		Phone Number (give area code) 870.336.7229	Fax Number (give area code) 870.933.4626
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) C. Municipal Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Community Development Block Grant/Entitlement Grants 1 4 - 2 1 8		9. NAME OF FEDERAL AGENCY: HUD	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Jonesboro, AR		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: CDBG Action Plan FY 2015-16, July 1 2015 - June 30 2016	
13. PROPOSED PROJECT Start Date: 7/1/2015		14. CONGRESSIONAL DISTRICTS OF: a. Applicant AR-001	
Ending Date: 6/30/2016		b. Project AR-001	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 574,495 ⁰⁰	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: 4.15.2015	
b. Applicant	\$. ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
c. State	\$. ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
e. Other	\$. ⁰⁰	<input type="checkbox"/> Yes if "Yes" attach an explanation. <input type="checkbox"/> No	
f. Program Income	\$. ⁰⁰	18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.	
g. TOTAL	\$ 574,495 ⁰⁰	a. Authorized Representative	
		Prefix Mr.	Middle Name
		First Name Harold	
		Last Name Perrin	Suffix
		b. Title Mayor	c. Telephone Number (give area code) 870932.1052
		d. Signature of Authorized Representative	e. Date Signed

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Prescribed by OMB Circular A-102

EXECUTIVE SUMMARY

The CDBG Program was established by the Housing and Community Development Act of 1974. The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities, principally for lower income persons (defined as 80% of less of the City of Jonesboro area median household income).

The statutes for formula grant programs set forth three basic goals against which the Consolidated Plan, and the jurisdiction's performance under the plan will be evaluated by the U.S. Department of Housing and Urban Development (HUD). Those goals are:

- Create a Suitable Living Environment
- Provide Decent Housing
- Create Economic Opportunities

Through the CDBG Program, the U.S. Department of Housing and Urban Development (HUD) provides funds to local governments for a wide range of community development activities for low-income persons. In order for an activity to be eligible for CDBG funding, it must be shown to address one of the following national objectives:

- Benefit people with low incomes (up to 80 percent of medial)
- Aid in the prevention or elimination of slums and blight; or
- Meet an urgent need (such as earthquake, flood, or hurricane relief)

The City of Jonesboro, Arkansas is beginning its nineteenth year with the Community Development Block Grant Program. The Annual Action Plan for Program Year 2015 represents the fourth year of the City of Jonesboro's Five Year Consolidated Plan submitted for program years 2012-2016. It is prepared in direct correlation with the specific goals and objectives stated therein. The Action Plan is in compliance with the U.S. Department of Housing and Urban Development guidelines for submission for Federal entitlement funds.

The city began its first program year on July 1, 1997. In August 1999 the city received approval from HUD to change the program year to January 1 of each year. Therefore, our third year program was for six months and our fourth year program began on January 1, 2000 and ended on December 31, 2000. Our fifth year and all subsequent program years have started January 1st of each year until most recently. The City of Jonesboro has received HUD approval to change the program year back to the July 1 – June 30th program year starting with the 2014 CDBG program year effective July 1, 2014 – June 30, 2014.

The actual level of funding Jonesboro received from HUD is determined annually and is based upon a formula that all entitlement communities are subject to in relation to HUD's overall annual budget.

The city does not receive HOME, HOPWA, or ESG funds at this time. The city anticipates applying for HOME funds in 2015 from ADFA. The HUD Community Development Block Grant allocation for the fiscal year 2015-16 is \$574,495. The annual Action Plan has been prepared in accordance with existing regulations governing the Community Development Block Grant Program and the Consolidated Plan format. The activities and programs described herein are aligned with the Strategic Plan, as outlined in the 2012-2016 Five Year Consolidated Plan. The 2015 Community Development Program highlights the number one goal in the 5 Year Consolidated Plan – Improve Livability and Availability of Affordable Housing to our low income residents with the highest priority being housing rehabilitation. Another key area of focus within the Action Plan is to create a suitable living environment by the elimination of slum/blight with HUD approved CDBG areas. Acceptance in the HOME Program will allow the City to complete between 10 and 20 additional housing

rehabilitation projects. Additional projects may include home reconstruction and new construction projects. CDBG funds will also be used for housing rehabilitation in addition to emergency rehabilitations.

A total of 16 individual projects are listed in the 2015 Action Plan. In this plan, the most attention is given toward preserving housing stock with 33% of the budgeted plan going towards homeowner occupied housing rehabs for low income and sewer connections for low income. The elimination of slum and blight and neighborhood revitalization each represent 17% of this plan for a total of 34%. Economic opportunity and public services represent 14% with the remaining being represented by administration costs for staff, supplies, etc. Public services this year are a total of 8 projects: North Jonesboro Neighborhood Initiative (\$35,000), which includes a \$15,000 allocation for 50 low income North Jonesboro PreK to 2nd graders to attend a 6 week educational summer camp at Arkansas State University; City Youth Ministries (\$14,682); Habitat for Humanity (\$6,000); Foundation of Arts (\$3,750); Hispanic Community Services INC (\$3,750); New Life (\$2,500); Life Skills, INC (\$2,500); and West End Neighborhood Association (\$2,500). Priority is given to projects designed to serve low-income CDBG areas, and to those projects that serve the highest number of low income participants, thereby having the largest impact in the community. There was a theme of educational opportunity and advancement in this year's public service project applications. The theme in this year's public hearing meetings was more lighting in neighborhoods and more sidewalks. The West End Neighborhood Association is going to partner with CWL to install additional street lights and will then pay the utility bill with CDBG public services funds. They have partnered with Lt. Todd Nelson, a certified crime free housing officer with the JPD Quality of Life Unit, to increase safety elements in the west end community. Lighting was a recommendation to them and they have found a creative way to implement by partnering with the city and CWL.

Jonesboro's 2015 Action Plan continues to reflect the true intention of the HUD Community Development Block Grant: *seeking to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons.* As stated in the Five Year Consolidated Plan, the entire City's housing and Community Development projects serve in the Census tract areas that represent the highest density of low income populations, and/or serve as a direct benefit to low income individuals. Maintaining the current housing stock in these areas is a high priority. Neighborhood revitalization is also a predominant consideration. The City of Jonesboro's priority objectives are to improve the housing and neighborhood livability and the quality of life for low income, disadvantaged, and often underserved citizens.

CITY OF JONESBORO PRIORITY OBJECTIVES:

- Housing – Rehabilitation/Homeownership
- Neighborhood Revitalization/Beautification
- Economic Opportunity/Development/Job Creation/Business Development
- Public Services – Quality of Life/Life Skills/Special Needs
- Slum & Blight Control – Elimination of Slum/Blight

The City of Jonesboro is committed to the proper implementation of a balanced Community Development Program that maximizes benefits to low and moderate income persons both directly and through the improvement of their immediate neighborhoods. Through the provision of decent housing, a suitable living environment, educational and supportive services, and the expansion of economic opportunities, the city intends to change the face of our low income neighborhoods and provide residents with the needed resources to assist them in breaking both generational and circumstantial poverty. This year's primary focus remains on housing, economic development, neighborhood revitalization, and a broad range of public and social services addressing the core needs of our low income residents.

While the needs of the City of Jonesboro continue to far exceed the financial resources available through the Community Development Block Grant Program and the city's financial means, this funding makes it possible for Jonesboro to provide meaningful housing improvements, public improvement, and community restoration and

development activities. It is through these activities that we address the quality of life issues that are essential in achieving and truly beneficial level of neighborhood specific community improvements. The following pages define the distribution of funds and outline the proposed projects and activities to be undertaken with the federal fund allocation.

STATEMENT OF COMMUNITY DEVELOPMENT GOALS

2015 ACTION PLAN

The City of Jonesboro continues to place major emphasis on HUD's priority goals of Housing, Neighborhood Revitalization, and the improvement of the quality of life through the provision of needed social services and education. This year's projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of direct homeownership financial assistance. The city will address the sustainability of our existing affordable housing through its preservation, improvement, and rehabilitation projects. The plan prioritizes Neighborhood Revitalization through the improvement of neighborhood safety and aesthetics via implementation of code enforcement, and the elimination of slum and blight. Quality of life issues are addressed through various forms of education including life skills, educational summer camps, after school tutoring and mentoring, pre-K educational programs, fine arts programs, computer training for youth and adults, translation services for the Hispanic community; and neighborhood safety strategies using increased lighting as a proven crime deterrent.

The City of Jonesboro's Department of Grants & Community Development will continue its implementation of the community engagement initiative, North Jonesboro Neighborhood Initiative, which includes the aforementioned partners as well as residents, churches, and the business community. This resident-driven place-based change initiative includes a citizen-driven strategy for addressing and meeting needs in the lowest income area of Jonesboro, the banking and financial community, non-profit organizations, area businesses and a supporting partner in the Winthrop Rockefeller Foundation. Many accomplishments came in 2014 and in 2015 it is the plan of the city to implement this initiative city wide with staff and governance revisions. With this shift, the NJNI Board (represented by the North Jonesboro residents and stakeholders) will take ownership of the NJNI agenda. It has always been the city's intention to build a model of community involvement that directly addresses the poverty issues, provides community leadership, and enables the low income neighborhood areas to see marked change in the fiscal year 2015. This initiative has created neighborhood networks in our extremely low income area of Jonesboro to individually address specific needs and become a part of the solution.

There continues to be many community stakeholders willing to further our efforts to address the needs of their individual neighborhoods. Through the 2015 CDBG program funds the city will be serving not only specific low income neighborhoods, but directly serving our low income and special needs populations including youth, elderly, disabled, and otherwise disadvantaged.

Our primary goal is to promote, sustain and preserve an excellent quality of life in the City of Jonesboro. Through the Community Development Objectives cited below we are continuing to conduct our activities in a manner designed to benefit our most vulnerable populations.

2015 ACTION PLAN GOALS

The following are the Goals to be addressed with the 2015 Program Year funding as they are stated in the Five Year Consolidated Plan:

AFFORDABLE HOUSING & PUBLIC HOUSING

1. Goal: Improve livability and availability of affordable housing and assist in the improvement of housing opportunities

BARRIERS TO AFFORDABLE HOUSING

2. Goal: Address barriers to affordable and fair housing

LEAD-PAINT HAZARDS – GOALS, OBJECTIVES, AND STRATEGIES

3. Goal: Increase lead safe housing stock

SUITABLE LIVING ENVIRONMENT – NON HOUSING COMMUNITY DEVELOPMENT

4. Goal: Improve livability, create better functioning, and more attractive neighborhoods

SPECIAL NEEDS – HOMELESSNESS

5. Goal: Increase service opportunities extended to potentially homeless persons.

ANTI-POVERTY STRATEGY

6. Goal: To assist in the reduction of households with incomes below the poverty line

NON-HOMELESS SPECIAL NEEDS

7. Goal: Explore the possibility of expanding services and/or access to services for our special needs population

ECONOMIC DEVELOPMENT STRATEGY

8. Goal: Explore the possibility of job creation through technical and life skills training and micro business development

PROJECTED USE OF FUNDS

The City of Jonesboro's 2014 anticipated allocation is \$583,680 for the Eighteenth Year Community Development Block Grant Program. The plan was developed using an all inclusive citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The city has evaluated all projects, conducted public hearings, invited public comments and suggestions, and obtained the Mayor and City Council approval for the expenditures of the following projects:

HOUSING SERVICES	
<i>Code Enforcement</i>	\$20,500.00
<i>Homeownership Assistance</i>	\$12,500.00
<i>Homeowner Rehabilitation (Sewer Connections)</i>	\$150,000.00
<i>Demolition & Clearance</i>	\$75,000.00
PUBLIC FACILITIES & IMPROVEMENTS	
<i>Pop Stricklin Park Playground Improvements</i>	\$50,000.00
<i>Parker Park Pavilion</i>	\$25,000.00
<i>West End CWL Park Pavilion</i>	\$25,000.00
<i>Sidewalk Improvements</i>	\$40,000
PUBLIC SERVICES	
<i>North Jonesboro Neighborhood Initiative (NJNI)</i>	\$35,000.00
<i>City Youth Ministries</i>	\$14,682.00
<i>Habitat for Humanity</i>	\$6,000.00
<i>Foundation of Arts</i>	\$3,750.00
<i>Hispanic Community Services INC.</i>	\$3,750.00
<i>New Life</i>	\$2,500.00
<i>Life Skills</i>	\$2,500.00
<i>West End Neighborhood Association</i>	\$2,500.00
OTHER	

	<i>Administration</i>	\$105,813.00
	TOTAL	\$574,495.00

The above listed activities are the proposed and approved projects for the 2015 Program Year. The 2015 Plan has gone through a 30-day comment period and input from the community has been taken into consideration. The Mayor and the City Council have approved the plan, the specific projects, and their amounts by Resolution, thereby approving the allocated funds in the amount of \$574,495, and the implementation of said projects.

These projects were selected after careful consideration of the City of Jonesboro’s needs in relation to HUD’s national objectives. As reflected in the table below, Jonesboro has a higher percentage of poverty, and lower percentage of homeownership than our county, state, and nation. Therefore, the city has chosen to select the programs that will most directly address the immediate areas of need.

According to the U.S. Census Bureau:

	Jonesboro	Craighead County	Arkansas State	United States
Persons below POVERTY percent	24.2%	20.6%	19.2%	14.5%
HOMEOWNERSHIP rate	52.6%	59.6%	58.3%	64.8%

<http://quickfacts.census.gov/qfd/states/05/05031.html>

The projects are designed with maximum feasible benefit for the low and moderate-income residents. The City will continue to strive to meet the HUD national objectives as we increase the number of opportunities for our residents to move from homelessness and /or poverty to housing, self sufficiency, and the possibility of homeownership.

EFFECTIVENESS

The 2015 Action Plan coincides with the national objectives and the 2012-2016 Consolidated Plan. The City of Jonesboro included in its consideration the results of two well-attended public hearings on February 17th, the scoring sheets of the public service applications (the CDBG Advisory Board does this annually), monthly well-attended community meetings in North Jonesboro, collaborative discussion among department heads and other city staffers, input from the Mayor, and of course final approval by the City Council of Jonesboro, Arkansas.

Notices of all public hearings and the availability of the 2015 CDBG proposed projects for a 30-day public review were published in the Jonesboro Sun newspaper twice and were posted on the City of Jonesboro website. Further, blast emails and texts were sent out to anyone that signed up for notices of the Grants and Community Development Department online. Last, blast emails to all residents and other known stakeholders were sent out twice. Copies of the complete 2015 Action Plan are available for public review and inspection during normal business hours Monday through Friday in the Offices of the Department of Grants and Community Development located at the Municipal Center, 300 South Church Street, Jonesboro, AR 72401. Copies of the plans are also available on the Grants & Community Development website.

ELEMENTS OF THE CONSOLIDATED PLAN

MANAGING THE PROCESS

The City of Jonesboro's Department of Grants & Community Development is responsible for the development and implementation of the Consolidated Plan. Various City Departments and local agencies assist in the collection of the needs data for preparation of the Consolidated Plan and Annual Action Plan. J- Quad Planning Consulting Group assisted in writing portions of the Consolidated Plan. J-Quad Planning was hired by the City of Jonesboro to conduct a comprehensive housing study, funded by the Residential Housing and Health Care Facilities Board. Portions of that study were used in the completion of the Consolidated Plan and the 2015 Action Plan.

CITIZEN PARTICIPATION PROCESS

The City of Jonesboro follows its Citizen Participation Plan in the development of the Consolidated Plan and Annual Action Plan. It is the goal of the city to encourage and facilitate participation of residents in the formulation of priorities, strategies, and funding allocations for the Community Development Block Grant Program. The process emphasizes the involvement of extremely low, very low, and low income persons (especially those living in low income neighborhoods and diverse populations) including people who do not speak English and persons with disabilities.

The preparation of the 2015 Action Plan builds upon the public participation and input provided in developing the 2012-2016 Consolidated Plan Priority Needs Summary, as approved by the City Council. This plan sets forth a five year plan citing Housing and Community Development Needs. The Action Plan follows the Consolidated Plan in its focus on those goals that will benefit lower income households and identifies which goals are anticipated to be carried out using federal CDBG funds allocated to the City.

Public input was obtained from two public hearings, and participation in public and service provider meetings, as well as, other annual Ward meetings held by the Mayor, and monthly community association meetings. In an effort to broaden the public participation process for development of the Consolidated Plan and Action Plan, the city seriously encourages involvement in the process and holds the meetings in locations in service-recipient neighborhoods. Efforts are also made to reach persons with disabilities by utilizing agencies that serve persons with disabilities.

INSTITUTIONAL STRUCTURE

The institutional structure for implementation of the Consolidated Plan includes non-profit organizations and other public agencies and educational institutions. The City of Jonesboro Department of Community Development is responsible for implementation of the Consolidated and Annual Action Plans.

The city provides funding and coordinates with nonprofit organizations that provide public services that benefit Jonesboro residents. The city also works with non-profit housing developers in the development of affordable housing in the city. Non-profit organizations are critical to achieving the Consolidated Plan goals.

The city is available to assist the Housing Authority in submitting applications for funding to increase Section 8 vouchers or provide additional funding for affordable housing or services in the city. The city coordinates its activities with other public agencies. The city regularly participates in JURHA, and non-profit meetings, focus groups, and faith-based activities.

The city assists non-profit agencies in securing other state and federal funding by writing letters of support and assisting agencies in completing applications for funding. The city is also active in supporting the continued funding of the Section 8 Program and other programs that are crucial for affordable housing programs and public services.

The major strengths of the city's institutional structure is in the access to the various city departments and to a large number of very capable non-profit organizations who are highly competent in using available resources and leveraging funding in order to achieve the desired housing and services.

MONITORING

The City of Jonesboro intends to use the existing delivery/reporting system to achieve its production and service goals. While this includes managing in-house programs, many programs and services will be contracted out to sub-grantees. The city plans to conduct an on-site monitoring assessment of the program activities of each sub-recipient in order to ensure strict compliance with program guidelines as stated in their contractual agreement. The monitoring process includes quarterly reports and a review of contract compliance, program capacity, performance, and timeliness.

Financial monitoring occurs on a quarterly basis with a review of invoices and supporting documentation to ensure that all costs correspond to project services as outlined in the recipient's contract budget. The quarterly report includes additional information including client data, project activities, progress in meeting goals/objectives and specific achievements.

At the end of the contract year, the department compiles all the client demographic data and prepares a comprehensive statistical report that becomes part of the CAPER.

The City of Jonesboro includes the following statement on every bid document in order to encourage minority business participation:

MINORITY BUSINESS PARTICIPATION

Minority Business Policy-It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore the City of Jonesboro encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. The city also encourages all companies to sub-contract portions of any city contract to minority business enterprises. Furthermore, the city directly contacts minority owned businesses that are recognized by the state of Arkansas and invites them to bid on contracts.

LEAD BASED PAINT STRATEGY

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG funded activities in tandem with our Inspection Department. The Chief Building official is also certified in lead-based paint testing and removal.

Owners of properties to be rehabilitated are informed of the risks of lead based paint. As part of the rehabilitation process, the property is inspected for signs of defective paint. Defective paint in older homes that is suspected to be lead based is removed following the lead based paint standards. If there are children in the home, the parents are provided information regarding the benefits of having the children tested for lead based paint and also where they can go to get this done.

RESOLUTION



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

Agenda Date:

Version: 1

Status: Draft

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT DEPARTMENT TO SUBMIT THE FY 2015 CDBG ACTION PLAN TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Jonesboro Grants Department will allocate FY 2015 Community Development Block Grant (CDBG) funds in such a manner that priority is given to activities that benefit low to moderate income families, eliminate slum and blight, and revitalize impoverished neighborhoods; and

WHEREAS, there is a total of \$574,495 for FY 2015 CDBG funds for budgetary purposes; and

WHEREAS, the use of these monies are strictly monitored including the mandate that an annual action plan be submitted to the U.S. Department of Housing & Urban Development in accordance with Title I of the Cranston-Gonzalez National Affordable Housing Act of 1990.

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

SECTION 1: The FY 2015 Community Development Block Grant (CDBG) program totaling \$574,495 for budgeting purposes is approved by reference to the attached project/activity budget table (within the FY 2015 Action Plan); and

SECTION 2: The in-house certifications as included in this document are reaffirmed; and

SECTION 3: The Grants and Community Development Department is authorized to prepare and submit the FY 2015 Action Plan to HUD for review and approval.

CERTIFICATIONS

THE FOLLOWING PAGES are certifications that have been signed by Mayor Harold Perrin, City of Jonesboro, Arkansas for the CDBG BLOCK GRANT PROGRAM FOR THE YEAR 2015.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Housing and Community Development Plan regulations, the City of Jonesboro certifies that:

CITIZEN PARTICIPATION PLAN -- Following is the detailed citizen participation plan which:

1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the City of Jonesboro's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
3. Provides for technical assistance to representatives of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by the City of Jonesboro;
4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
6. Identifies how the needs of non-English speaking residents will be met in the cause of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. The City of Jonesboro stands ready to provide any and all necessary assistance to persons with visual or hearing impairments to assure that these individuals are fully informed and included in the Consolidated Plan process. The City shall provide assistance up to and including interpreters and persons that sign for the hearing impaired, as well as any appropriate listening devices. The City stands ready to utilize alternative media as requested.

CITIZEN PARTICIPATION

Prior to submission of its Housing and Community Development Plan to HUD, the City of Jonesboro has:

1. Met the citizen participation requirements of §91.10; and
2. Prepared its housing and community development plan and annual use of funds in accordance with §91.1 and made its Housing and Community Development Plan submission available to the public.

AFFIRMATIVELY FURTHER FAIR HOUSING

The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR 91.220, and has prepared an analysis previously that identifies impediments to fair housing choice, and maintains records pertaining to carrying out this certification. The cost and condition of housing in our low income areas will to be addressed directly with the project listed herein. CDBG funds will be used to acquire land for single family unit homes in our most impoverished area. Low income individuals and families will be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes CDBG will be used to provide grants for rehabilitation. The City has undertaken several activities to address emergency shelters and the transitional housing needs of our homeless individuals and families.

The City continues to improve neighborhoods with the improvements of parks, sewer improvements and the elimination of substandard housing and unsightly lots through demolition and clearance. The City has plans to apply for HOME funds through ADFA in order to expand our home rehabilitation program. The activities to be completed are either located in or will directly serve our low and moderate income areas, and the areas of minority concentration. The attached maps show said areas.

In addition to the projects outlined, the Jonesboro Urban Renewal and Housing Authority, Salvation Army, Mission Outreach, Inc., Consolidated Youth Systems, Mid South Health Systems, and Women's Crisis Center of Northeast Arkansas are assisting homeless and potentially homeless individuals and families with the programs that they administer. We are continuing to monitor and collaborate with the services that are provided by other entities in Jonesboro. In fact, the Walnut Street Baptist Church is in the process now of purchasing land to renovate an existing facility and incorporate a homeless shelter with a rapid re-housing program. Also, the Salvation Army is raising funds to expand their shelter activities (currently have 22 beds). The CDBG 2016 Action Plan will include match funds for this program if/when said funds are raised by Salvation Army.

The City of Jonesboro is currently spearheading the Homelessness Needs Initiative to determine services offered, existing gaps in services, and a plan of action in collaboration with a host (service delivery) agency to improve the services offered in Jonesboro, Arkansas to this population. The plan will include a self-sufficiency sustainability plan for all homeless in Jonesboro, Arkansas.

Regarding those persons that are not homeless as identified in accordance with 91.215 (d), the City is also monitoring those areas. These persons are the elderly, frail elderly, persons with disabilities, alcohol or other drug addictions, HIV/AIDS and their families along with public housing residents. Crowley's Ridge Development Council, Abilities Unlimited Inc., Consolidated Youth Services, Jonesboro Human Development Center, FOCUS, NARAN, Mid South Health Systems, East Arkansas Area Agency on Aging, as well as several others assist many handicapped persons and families along with the Housing Authority. The City is actively involved in assisting these organizations and does not intend to step in and duplicate these services. We will continue to monitor these organizations.

Our monitoring of the agencies reflects that the agencies are providing assistance within their guidelines and scope of work. The City will endorse and support new applications for the agencies to apply for funding, as well as monitor the housing and general needs of the citizens of Jonesboro.

ANTI-DISCRIMINATION

The grants will be conducted and administered in compliance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3620), the Age Discrimination Act of 1975, Executive Orders 11063, 11625, 12138, 12432 and 12892, Section 504 of the (title II) and implementing regulations.

ANTI-DISPLACEMENT AND RELOCATION PLAN

The City of Jonesboro will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under §91.10 and Federal implementing regulations; and that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104 (d) of the Housing and Community Development Act of 1974, as amended, and the relocation requirements of §91.10 governing optional relocation assistance under section 105 (a) (11) of the Housing and Community Development Act of 1974, as amended;

DRUG FREE WORKPLACE

The city will continue to provide a drug-free workplace by enacting certain requirements:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The City of Jonesboro's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant actively the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The City of Jonesboro has provided the site(s) for the performance of work done in connection with this specific grant:

Demolition of substandard housing units, various park improvements in the city and administrative responsibilities, all in the City of Jonesboro, will be carried out from 300 South Church Street, Jonesboro, Craighead County, Arkansas 72401.

ANTI LOBBYING

To the best of the City of Jonesboro's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the City of Jonesboro will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions; and
3. The City will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; The City of Jonesboro is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

LEGAL AUTHORITY

The City of Jonesboro possesses legal authority under State and Local Law to make grant submissions and to execute Community Development and Housing programs and the City Council has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the Housing and Community Development Plan and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified the official representative of the grantee to act in connection with the submission of Housing and Community Development Plan and to provide such additional information as may be required;

APPLICABLE LAWS

The City of Jonesboro will comply with the other provisions of the Acts covering programs covered by the Housing and community Development Plan and with other applicable laws.

In accordance with the certifications as set out under 24 CFR Part 91.225 of the Federal Register dated January 5, 1995, the City of Jonesboro, Arkansas further certifies that:

CONSISTENCY WITH PLAN

The housing activities to be undertaken with CDBG funds are consistent with the strategic plan.

SECTION 3 COMPLIANCE

The City of Jonesboro, Arkansas in the administration of its Community Development Program will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135.

Signature: Harold Perrin, Mayor

Date

SPECIFIC CDBG CERTIFICATIONS

The City of Jonesboro certifies that:

USE OF FUNDS - It has developed its Housing and Community Development Plan one-year projected use of funds so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; (the projected use of funds may also include activities which the City of Jonesboro certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health of welfare of the community, and other financial resources are not available); except that the aggregate use of CDBG funds received under section 106 of the Housing and Community Development Act of 1974, as amended, and if applicable, under section 108 of the same Act, shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;

COMMUNITY DEVELOPMENT PLAN -The City of Jonesboro has developed a Community Development Plan, for the period specified in the paragraph above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974, as amended;

SPECIAL ASSESSMENTS-The City of Jonesboro will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under section 108 of the same Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

1. Funds received under section 106 of the housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of that Act; or
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the City of Jonesboro certifies to the Secretary that it lacks sufficient funds received under section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph (1) above;

LEAD-BASED PAINT- The City of Jonesboro's notification, inspection, testing and abatement procedures concerning lead-based paint will comply with §570.608;

EXCESSIVE FORCE- The City of Jonesboro has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Signature: Harold Perrin, Mayor

Date

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements:

A. LOBBYING CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352; title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. DRUG-FREE WORKPLACE CERTIFICATION

1. By signing and/or submitting this application or grant agreement the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).
4. For grantees that are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (i.e. All vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees; attention is called, in particular, to the following definitions from these rules:
9. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
10. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
11. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
12. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

THE FOLLOWING PAGES reflect the Projects in which the CDBG Program dollars will be directed in the City of Jonesboro.

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Code Enforcement

PROJECT TITLE: Housing Services – Code Enforcement

DESCRIPTION: *Regulation: 570.202(c) provide that cost incurred for inspection and enforcement of codes, such as salaries and related expenses of code enforcement inspectors and legal proceedings, are eligible costs.*

LOCATION/TARGET AREA: Jonesboro LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.202(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$20,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$20,500

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Homeownership Assistance

PROJECT TITLE: Homeownership Assistance

DESCRIPTION: REGULATION: 570.201(n) Homeownership Assistance

Increase the viability for potential homeownership through provision of homeownership assistance programs, such as down payment and closing cost assistance.

LOCATION/TARGET AREA: Jonesboro LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(n)
TYPE OF RECIPIENT:	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$12,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$12,500

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Rehabilitation and preservation activities

PROJECT TITLE: Housing Services – Homeowner/Emergency Homeowner Rehabilitation

DESCRIPTION: *Regulation: 570.202 Eligible rehabilitation and preservation activities*
 Assist in the improvement of housing conditions for LMI Homeowners, thereby preserving our existing affordable housing stock.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.202
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR: Housing Units	ANNUAL UNITS: 10
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$150,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$150,000

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Clearance

PROJECT TITLE: Demolition & Clearance

DESCRIPTION: *Regulation: 570.201 (d) Clearance activities.*
Demolish blighted structures in approved CDBG/LMI areas.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(d)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$75,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$75,000

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Pop Stricklin Park Improvements/Renovation

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*
 Installation of playground equipment at Pop Stricklin Park (located in a LMI/CDBG area). This addition will help to further serve LMI children who do not currently have an adequate public playground.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$50,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$50,000

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Parker Park Improvements/Renovation

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*

Installation of a pavilion at Parker Park (located in a LMI/CDBG area). This addition will help to further serve LMI children and families who do not currently have a shaded place to gather/eat/commune while children are playing on playground area and on splash pad area.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$25,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$25,000

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – CWL Park Improvements/Renovation

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*

Installation of playground equipment at CWL Park (located in a LMI/CDBG area). This addition will help to further serve LMI children and families who do not currently have a shaded place to gather/eat/commune while children are playing on playground area, playing baseball, or walking on walk trail around the park.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$25,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$25,000

TABLE 3

CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Sidewalk Improvements

DESCRIPTION: *Regulation: 570.201 – (c) Public facilities and improvements*

North Jonesboro Neighborhood Initiative Quality of Life Committee is working on a sidewalk improvement plan. They have identified several areas of existing sidewalks that need maintenance, additional concrete poured, and some areas that need new sidewalks that have never had sidewalks – especially areas that connect residents to public transit. This plan will be utilized in determining how this money is spent in North Jonesboro.

LOCATION/TARGET AREA: CDBG LMI Area

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(c)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$40,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$40,000

TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: North Jonesboro Neighborhood Initiative (NJNI)

PROJECT TITLE: Public Service – Neighborhood Revitalization & Community Engagement

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

Collaborative community change strategies where engaged residents, local businesses, faith communities, social service providers and funders work together to build vibrant neighborhoods, foster community cohesion, and build a strong infrastructure of services and supports for families. Funds will be used for community outreach events, board development/training and resident leadership training, small grants for engaged committees to go towards community improvements in NRSA (approved by NJNI Board), and an educational summer camp offered at A-State.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 07.01.2015	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$35,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$35,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: City Youth Ministries, Inc.

PROJECT TITLE: Public Service – CYM Advantage Project

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

The CYM Head Start Initiative is a family engagement program that promotes financial, technological, and parenting literacy among CYM families living in the North Jonesboro area and advances access to better economic opportunities for families living in poverty. Funds will be used for equipment, supplies, and coordination.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201(e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$14,682
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$14,682

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Habitat for Humanity

PROJECT TITLE: PROJECT OUTREACH 2015

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

This project educates and develops life skills for Jonesboro LMI residents by focusing on 5 topics: healthy eating, smart shopping, financial stewardship, home maintenance, and disaster preparedness.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$6,000
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$6,000

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Foundation of Arts

PROJECT TITLE: Public Service – Art Reaches Program

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*
Provide art education, supplies, materials for LMI and disabled children to participate in dance and drama. These services are offered at no charge to LMI, homeless, and persons with disabilities.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$3,750
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$3,750

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Hispanic Community Services, INC.

PROJECT TITLE: Public Service – The Bridges Between Cultures

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

The project focus includes provision of translations and interpretations for individuals in the community, public and private organizations of the City of Jonesboro, helping bridge the cultural gap and supporting individual and family self-sufficiency for low income persons/families which prepares them for job placement and contributions to the economic climate of the region.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$3,750
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$3,750

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: New Life Empowerment Development Center, INC.

PROJECT TITLE: Public Service – E-GO (Employment on the Go)

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

Seeks to teach low income youth and adults the power in computer and digital literacy to eradicate economic, cultural, racial, health, and educational disparities amongst the most susceptible populations in the community; fostering a life-long desire for self-improvement, economic development, and community service.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$2,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$2,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: Life Skills, INC.

PROJECT TITLE: Public Service – LEAD Program

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

The goal of LEAD is to expand existing programs to help students with special needs acquire the skills that help them to live independently, to become employable and self-sufficient/reliant to prevent homelessness.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$2,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$2,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: WEST END NEIGHBORHOOD ASSOCIATION

PROJECT TITLE: Public Service – Safety Lighting Project

DESCRIPTION: *Regulation: 570.201 Basic eligible activities – (e) Public Services*

Seeks to increase and improve neighborhood lighting in partnership with City of Jonesboro, JPD Quality of Life Unit, and CWL. Effective lighting is a proved crime deterrent.

LOCATION/TARGET AREA: City Wide LMI

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.201 (e)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$2,500
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$2,500

**TABLE 3
CONSOLIDATED PLAN LISTING OF PROJECTS**

JURISDICTION'S NAME: City of Jonesboro

PRIORITY NEED: CDBG Program Planning & Administration

PROJECT TITLE: Planning & Administration

DESCRIPTION: CDBG administration costs necessary for planning, project management, implementation, and compliance reporting.

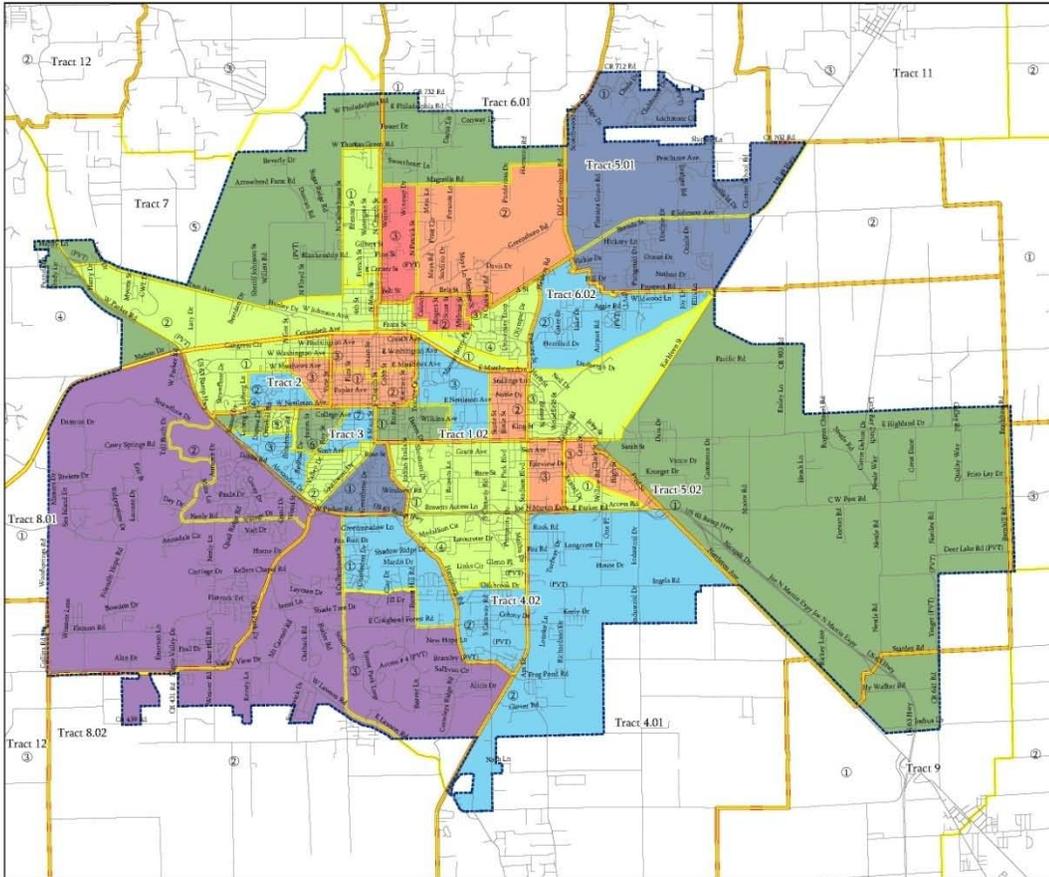
LOCATION/TARGET AREA: Administrative Activity

OBJECTIVE NUMBER:	PROJECT ID:
HUD MATRIX CODE:	CDBG CITATION : 570.206 (a)
TYPE OF RECIPIENT: Local Government	CDBG NATIONAL OBJECTIVE:
START DATE: 7.01. 15	COMPLETION DATE: 6.30. 16
PERFORMANCE INDICATOR:	ANNUAL UNITS:
LOCAL ID:	UNITS UPON COMPLETION:

FUNDING SOURCES:	
CDBG	\$105,813.00
ESG	
HOME	
HOPWA	
TOTAL FORMULA	
PRIOR YEAR FUNDS	
ASSISTED HOUSING	
PHA	
OTHER FUNDING	
TOTAL	\$105,813.00

MAPS

THE FOLLOWING PAGES reflect the income and minority areas in which the CDBG Program dollars will be directed in the City of Jonesboro.



Median Household Income

Median household income, by Census block group
(Source: ACS 2006-2010)

FY 2012 CDBG income thresholds for 2-, 3- and 4-person families in Jonesboro, AR:

Low Income	\$35,400	\$39,850	\$44,250
Very Low Income	\$22,150	\$24,900	\$27,650
Extremely Low Income	\$13,300	\$14,950	\$16,600

Average household size, Jonesboro, AR: 2.47 people

Legend

- Road
- City Limits
- Census Tract Boundary
- Block Group Boundary
- \$15,000 or less
- \$15,001 – \$25,000
- \$25,001 – \$35,000
- \$35,001 – \$45,000
- \$45,001 – \$60,000
- \$60,001 – \$75,000
- \$75,001 or greater

Department of Community Development
City of Jonesboro

519 West Washington Avenue
Jonesboro, Arkansas 72401
Telephone: (870) 933-4635
Facsimile: (870) 933-4626
E-mail: comdev@jonesboro.org
Web: www.jonesboro.org

August 2012

PUBLICATION

NOTICE OF PUBLIC HEARING- CITIZEN PARTICIPATION

The City of Jonesboro, Arkansas will be applying to the Department of Housing & Urban Development for funding assistance to undertake eligible activities of approximately \$573,150 under the 2015-16 Community Development Block Grant Program (CDBG).

Funds must be used for one of the following purposes:

1. To benefit low and moderate income persons
2. To aid in the prevention or elimination of slum and blight
3. To meet other community development needs

The purpose of this hearing is to:

1. Inform citizens of the funding level for the program year and solicit citizen feedback on proposed projects
2. Report on the year 2014 CDBG activities
3. Solicit citizen input on community development needs

Public participation is vital to the program's success; therefore, we encourage the public to attend one of the Public Hearings, which will be held on Tuesday, February 17th, 2015, at the following locations:

- Municipal Center, 300 S. Church Street, Jonesboro, AR 2:00 P.M. (1st Floor Conference Room)
- E. Boone Watson Community Center, 1005 Logan Ave., Jonesboro, AR 5:30 P.M. (Community Room)

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The CDBG program is citizen driven. As throughout the year, all inquiries are welcome and should be emailed to

hclark@jonesboro.org or mailed directly to the Department of Grants & Community Development, 300 S. Church Street, Jonesboro, AR or call Heather Clark, Administrator, at 870.336.7229.



Legislation Details (With Text)

File #:	RES-16:044	Version:	1	Name:	Contract with ASU for field sponsorship at Joe Mack Campbell Park
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	3/30/2016	In control:		In control:	Finance & Administration Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF 1 SOCCER FIELD AT JOE MACK CAMPBELL PARK				
Sponsors:	Parks & Recreation				
Indexes:	Contract				
Code sections:					
Attachments:	Arkansas State 2016.pdf				

Date	Ver.	Action By	Action	Result
4/12/2016	1	Finance & Administration Council Committee		

A RESOLUTION TO CONTRACT WITH ARKANSAS STATE UNIVERSITY FOR SPONSORSHIP OF 1 SOCCER FIELD AT JOE MACK CAMPBELL PARK

WHEREAS, the City of Jonesboro owns and maintains Joe Mack Campbell Park located at 3021 Dan Avenue;

WHEREAS, Arkansas State University is seeking sponsorship recognition on 1 soccer field at Joe Mack Campbell Park;

WHEREAS, Arkansas State University is sponsoring the field for the sum of \$12,500 for a period of 5 years;

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

SECTION 1: That the City of Jonesboro, Arkansas shall contract with Arkansas State University for the sponsorship of a field at Joe Mack Campbell Park. A copy of said contract is attached as "Exhibit A."

SECTION 2: The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate the agreement.

EXHIBIT A

SPONSORSHIP AGREEMENT FOR ATHLETIC FIELDS LOCATED AT JOE MACK CAMPBELL PARK

This Agreement is made by and between **Arkansas State University** (SPONSOR) and the CITY OF JONESBORO PARKS AND RECREATION DEPARTMENT ("CITY"), on this **19th** Day of **April, 2016** (the "Effective Date").

WHEREAS, the CITY is the owner of that certain public park amenities known as the "Joe Mack Campbell Park", and hereafter referred to as the "Facilities"; and

WHEREAS, SPONSOR and the CITY desire to enter this agreement for the purpose of evidencing the agreement of the parties with regard to sponsorship of the Facilities by SPONSOR and the respective obligations of the parties regarding the sponsorship and maintenance of the Facilities;

NOW, THEREFORE in consideration of the promises and the reciprocated covenants and obligations contained herein, the parties agree as follows:

I. Term

- (a) The term of this Agreement is for a period of five (**5**) years commencing on the Effective Date and ending at midnight on the fifth (**5th**) anniversary thereof.

II. Sponsorship of Facilities

- 1) It is agreed between the parties hereto, in return for the covenants and conditions set forth herein that the SPONSOR'S name shall be put on a sign to be erected on a designated athletic field at the FACILITY. The designated field, once SPONSOR enters into the Agreement, shall be known thereafter by the name to be designated by the SPONSOR and said sign and name shall remain for a period of **five years**.
- 2) It is agreed between the parties that the SPONSOR shall pay over a period of **5** years for the erected sign and sponsorship the total sum of **\$12,500**.
 - A sum of **\$2,500** shall be paid on **June 1, 2016**.
 - A sum of **\$2,500** shall be paid on **June 1, 2017**.
 - A sum of **\$2,500** shall be paid on **June 1, 2018**.
 - A sum of **\$2,500** shall be paid on **June 1, 2019**.

A sum of **\$2,500** shall be paid on **June 1, 2020.**

- 3) Payment by SPONSOR for succeeding fiscal years of this renewable agreement is subject to availability and appropriation of funds. When funds are not appropriated or otherwise available, this agreement is terminable on the part of the SPONSOR at the end of the current biennial period.
- 4) It is agreed between the CITY and the SPONSOR that the SPONSOR shall have an option to renew this agreement for an additional five years.
- 5) It is agreed between the CITY and the SPONSOR that this sponsorship is non-assignable without prior written approval of the CITY. It is also agreed that the CITY reserves the right to remove SPONSOR'S sign and obtain a new sponsor for designated field in the event of failure of payment on the part of the SPONSOR.
- 6) It is agreed between the parties that the CITY will furnish a 4' x 6' sign to be erected for SPONSOR'S designated field. Any entity seeking to use the university name, logo, symbol, or mark must receive prior written approval from SPONSOR. License limited only to creation of the sign and SPONSOR shall retain all right, title, and interest its name and its related marks and logos. This Agreement shall not be construed to give either party the right to use marks of the other party after expiration of the Term hereof. However, it shall be the responsibility of SPONSOR to bear any expense made to said sign should changes be requested during the term of this agreement.
- 7) It is agreed by CITY and the SPONSOR that the SPONSOR shall not be responsible for the maintenance or upkeep on sponsored field and SPONSOR shall not be responsible with regards to any liability actions which may be brought against the CITY resulting from accidents which might occur on sponsored field.

III. Assign ability and Exclusivity

This Agreement is a privilege for the benefit of SPONSOR only and may not be assigned in whole or in part by SPONSOR to any other person or entity.

IV. Miscellaneous Provisions.

- 1) No modification of this Agreement shall be effective unless it is made in writing and is signed by the authorized representative's of the parties hereto.

- 2) This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.
- 3) Nothing in this Agreement shall be construed to make the CITY or its respective agents or representatives liable in situations it is otherwise immune from liability.
- 4) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 5) Each party represents to the other that the individual signing this Agreement below has been duly authorized to do so by its respective governing body and that this Agreement is binding and enforceable as to each party.
- 6) Nothing in this contract is intended to nor shall it waive the sovereign immunity of SPONSOR, as it is an agency of the state.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Arkansas State University - Jonesboro

By: Carol Barnhill CPO C.P.M.
 Name: Carol Barnhill CPO C.P.M.
 Title: Director Procurement Services
 Date: 3/30/16

CITY OF JONESBORO

By: _____
 Name: Harold Perrin
 Title: Mayor
 Date: _____

ATTEST

 Donna Jackson, City Clerk, CMC



Legislation Details (With Text)

File #:	RES-16:045	Version:	1	Name:	Submission of the FY 2016 CDBG Action Plan to HUD
Type:	Resolution	Status:			Recommended to Council
File created:	4/4/2016	In control:			Finance & Administration Council Committee
On agenda:		Final action:			
Title:	RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT TO SUBMIT THE FY 2016 CDBG ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)				
Sponsors:	Grants				
Indexes:	Grant				
Code sections:					
Attachments:	2016 Action Plan draft rev03222016				

Date	Ver.	Action By	Action	Result
4/12/2016	1	Finance & Administration Council Committee		

RESOLUTION AUTHORIZING THE CITY OF JONESBORO GRANTS AND COMMUNITY DEVELOPMENT TO SUBMIT THE FY 2016 CDBG ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

WHEREAS, the city of Jonesboro Grants and Community Development Department will allocate the FY 2016 Community Development Block Grant (CDBG) funds in such manner that priority is given to activities that support the National Objectives by provided benefits low to moderate income individuals, eliminate slum and blighted areas, and revitalize impoverished neighborhoods within the city limits; and

WHEREAS, the total funds allocated to the City is \$588,535 for budgetary purposes for the FY 2016 CDBG Action Plan; and

WHEREAS, the use of stated funds are strictly monitored, which includes the mandate that an annual action plan must be submitted to the U.S. Department of Housing and Urban Development (HUD) in accordance with Title I of the Cranston-Gonzalez National Affordable Housing Act of 1990.

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

SECTION 1: The FY 2016 Community Development Block Grant (CDBG) Program totaling \$588,535 for budgeting purposes is approved by reference to the attached project/activity budget table included in the Action Plan; and

SECTION 2: All assurances and certifications are included and require Mayor Harold Perrin to affirm that the FY 2016 CDBG Action Plan will be in compliance in accordance to all Federal, State, and Local laws and regulations; and

SECTION 3: The Grants and Community Development Department is authorized to submit the FY 2016

Action Plan to HUD for review and approval for the pending release of said funding.



CITY OF JONESBORO

2016 ACTION PLAN

Department of Grants & Community Development

Community Development Block Grant Program

Harold Perrin, Mayor
Kimberly Marshall, Grants Administrator

P.O. Box 1845
300 South Church Street
Jonesboro, AR 72403-1845

Phone: 870.336.7229
Fax: 870.933.4626
kmarshall@jonesboro.org

2016 Program Year

B-16-MC-05-0019

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**APPLICATION FOR
FEDERAL ASSISTANCE**

OMB Approved No. 3076-0006

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED	Applicant Identifier
			3. DATE RECEIVED BY STATE	State Application Identifier
			4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION				
Legal Name: City of Jonesboro		Organizational Unit: Department: Grants and Community Development Department		
Organizational DUNS: 073540288		Division:		
Address: Street: 300 S. Church St. P.O. Box 1845 City: Jonesboro County: Craighead		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mrs. First Name: Kimberly Middle Name: A Last Name: Marshall Suffix:		
State: AR	Zip Code 72403-1845	Email: kmarshall@jonesboro.org		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 7 1 - 6 0 1 3 7 4 9		Phone Number (give area code) 870-336-7229	Fax Number (give area code)	
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify)		7. TYPE OF APPLICANT: (See back of form for Application Types) C. Municipal Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Community Development Block Grant/Entitlement		9. NAME OF FEDERAL AGENCY: Housing and Urban Development		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Jonesboro, AR		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: CDBG Action Plan FY 2016-2017, July 1, 2016 - June 30, 2017		
13. PROPOSED PROJECT Start Date: 07/01/2016		Ending Date: 06/30/2017	14. CONGRESSIONAL DISTRICTS OF: a. Applicant AR-001	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 588,535 ⁰⁰	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$. ⁰⁰	DATE:		
c. State	\$. ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$. ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$. ⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$ 588,535 ⁰⁰			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix Mr.	First Name Harold	Middle Name		
Last Name Perrin			Suffix	
b. Title Mayor			c. Telephone Number (give area code) 870-932-1052	
d. Signature of Authorized Representative			e. Date Signed	

Previous Edition Usable
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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

Reset Form

Executive Summary

The CDBG Program was established by the Housing and Community Development Act of 1974. The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities, principally for low income persons (defined as 80% of the City's median household income).

The statutes for formula CDBG grant programs set forth three basic goals against which the Consolidated Plan, and the jurisdiction's performance under the plan will be evaluated by the U.S. Department of Housing and Urban Development (HUD). Those goals are:

- Create a Suitable Living Environment
- Provide Decent Housing
- Create Economic Opportunities

Through the CDBG Program, the U.S. Department of Housing and Urban Development (HUD) provides funds to local governments for a wide range of community development activities for low-income persons. In order for an activity to be eligible for CDBG funding, it must be shown to address one of the following national objectives:

Benefit people with low incomes (up to 80 percent of median household income)
Aid in the prevention or elimination of slums and blight; or
Meet an urgent need (such as earthquake, flood, or hurricane relief)

The Annual Action Plan for Program Year 2016 represents the fifth year of the City of Jonesboro's Five Year Consolidated Plan submitted for program years 2012-2016. It is prepared in direct correlation with the specific goals and objectives stated therein. The Action Plan is compliant with the U.S. Department of Housing and Urban Development regulations for submission of Federal entitlement funds.

The city began its first program year on July 1, 1997, and the 2016 CDBG Program Year will be the 19th CDBG program year effective July 1, 2016 – June 30, 2017. The actual level of funding that Jonesboro and other entitlement cities receive from HUD is determined annually. The funding is based on a formula that includes population, percent of low-income residents, and HUD's overall annual budget.

The HUD Community Development Block Grant allocation for the fiscal year 2016-17 is \$588,535. The annual Action Plan has been prepared in accordance with all existing regulations governing the Community Development Block Grant Program and the Consolidated Plan. The activities and programs described herein are aligned with the goals as outlined in the 2012-2016 Five Year Consolidated Plan. The 2016 community development program highlights the number one goal in the 5 Year Consolidated Plan – Improve Livability and Availability of Affordable Housing to our low-moderate income residents with the highest priority being homelessness and housing rehabilitation. Another key area of focus within the Action Plan is to create a suitable living environment by the elimination of slums and blight within HUD approved CDBG areas.

Fourteen individual projects are listed in the 2016 Action Plan. In this plan, the most attention is given toward preserving housing stock with 33% of the budgeted plan going towards homeowner occupied housing rehabs for low to moderate income residents. Homelessness and homeless prevention represent 7% of this plan and 11% goes towards homeownership assistance. Public services represent 14% and 16% for public improvements with the remaining allocated to administration costs for staff, supplies, etc. This year, the Public Services have six projects; they are New Life Empowerment (\$18,735); City Youth Ministries (\$9,152); NEA Community Athletics (\$10,700); The

Learning Center (\$20,000); Hispanic Community Services, (\$16,000); and West End Neighborhood Association (\$5,000). Priority is given to projects designed to serve those low income CDBG areas, and that would serve the greatest number of low to moderate income residents, thereby having the largest impact in the community. The themes in this year's public hearing meetings were housing rehabilitation and homelessness.

Jonesboro's 2016 Action Plan continues to reflect the true intention of the HUD Community Development Block Grant: Seeking to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income persons. As stated in the Five Year Consolidated Plan, the City's housing and community development projects are located in the U.S. Census tract areas that represent the highest density of low income populations, and/or serve as a direct benefit to low income individuals. Maintaining the current housing stock in these areas is a high priority. The priority objectives for the City of Jonesboro are to improve the housing and neighborhood livability and the quality of life for low income, disadvantaged, and often underserved citizens.

City of Jonesboro Priority Objectives:

- Housing – Rehabilitation/Homeownership/Homelessness
- Public Improvements
- Public Services – Quality of Life/Life Skills/Special Needs
- Slum & Blight Control – Elimination of Slum/Blight

The City of Jonesboro is committed to the proper implementation of a balanced Community Development Program that maximizes benefits to low and moderate income persons both directly and indirectly through the improvement of their neighborhoods. Through the provision of decent housing, a suitable living environment, educational and supportive services, and the expansion of economic opportunities, the city intends to change the face of our low income neighborhoods and provide residents with the needed resources to assist them in breaking both generational and circumstantial poverty. This year's primary focus is housing, along with a broad range of public and social services addressing the core needs of our low income residents.

CDBG funding makes it possible for Jonesboro to provide meaningful housing improvements, public improvement, and community restoration and development activities. It is through these activities that we address the quality of life issues that are essential in achieving a truly beneficial level of neighborhood specific community improvements. The following pages define the distribution of funds and outline the proposed projects and activities to be undertaken with the federal fund allocation.

Statement of community Development Goals

2016 Action Plan

The City of Jonesboro continues to place major emphasis on HUD's priority goals of housing, and improving the quality of life for marginalized residents through the provision of needed public services. This year's projects and activities address these goals directly as it increases accessibility of affordable housing and the viability for potential homeownership through the provision of direct homeownership financial assistance. The city will address the sustainability of our existing affordable housing through its preservation, improvement, and rehabilitation projects. This year the plan prioritizes homelessness through the establishment of the Mayor's Taskforce to End Homelessness, a formal partnership with the Jonesboro Urban Renewal and Housing Authority (JURHA), and active involvement with the area Homeless Coalition and Balance of State.

Quality of life issues are addressed through various forms of education including life skills, after school tutoring and mentoring programs, recreational and physical activities, computer training for youth and adults, and neighborhood safety strategies using increased lighting as a proven crime deterrent.

The City of Jonesboro's Department of Grants & Community Development has implemented a city-wide community engagement strategy that includes residents, churches, stakeholders and non-profit organizations that serve our lowest income residents. It is the city's intention to build a model of community involvement that directly addresses poverty issues, encourages community leadership, and enables low income neighborhoods to see marked change in the fiscal year 2016.

There continues to be many community stakeholders willing to further our efforts to address the needs of their individual neighborhoods. Through the 2016 CDBG program funds the city will be serving not only specific low income neighborhoods, but directly serving our low income and special needs populations including youth, elderly, disabled, and otherwise disadvantaged.

Our primary goal is to promote, sustain and preserve an excellent quality of life in the City of Jonesboro. Through the Community Development Objectives cited below, we are continuing to conduct our activities in a manner designed to benefit our most vulnerable populations.

2016 Action Plan Goals

The following are the Goals to be addressed with the 2016 Program Year funding as they are stated in the Five Year Consolidated Plan:

AFFORDABLE HOUSING & PUBLIC HOUSING - GOALS & OBJECTIVES

- 1 Goal: Improve livability and availability of affordable housing and assist in improvement of housing opportunities.**
 - 1.1 Objective 1: Improve low income homeowner housing conditions
 - 1.1a Provide funding for emergency homeowner rehabilitation repairs
 - 1.1b Determine the availability of volunteer organizations, funding, and donations to assist in painting and minor repairs
 - 1.2 Objective 2: Increase new homeownership opportunities
 - 1.2a Continue First Time New Homeownership Program
 - 1.2b Partner with public housing authority (PHA) to promote and encourage home ownership
 - 1.3 Objective 3: Assist developers in determining incentives and financial partnerships to promote more affordable housing projects
 - 1.4 Objective 4: Support and assist existing emergency shelters and transitional living housing
 - 1.4a Provide support for rehabilitation/expansion of current shelters

BARRIERS TO AFFORDABLE HOUSING - GOALS & OBJECTIVES

2 Goal: Address barriers to affordable and fair housing

- 2.1 Objective 1: Increase the number of qualified new homeowners through homebuyer education
- 2.2 Objective 2: Include fair housing resolution information on city website
- 2.3 Objective 3: Create fair housing and resolution information for public distribution
- 2.4 Objective 4: Educate and public on the facts of the new Property & Maintenance Code

LEAD-PAINT HAZARDS - GOALS & OBJECTIVES

3 Goal: Increase lead safe housing stock

- 3.1 Objective 1: Maintain standards for lead-based paint abatement in all housing rehabilitation projects
- 3.2 Objective 2: Increase the number of safe housing units through housing initiatives
- 3.3 Objective 3: Provide the public with Lead Based paint hazard information on the city website

SUITABLE LIVING ENVIRONMENT-NON HOUSING COMMUNITY DEVELOPMENT GOALS & OBJECTIVES

4 Goal: Improve Livability, create better functioning, and more attractive neighborhoods

- 4.1 Objective 1: Improve appearance and eliminate blight in low income neighborhoods
 - 4.1a Demolition and Clearance
 - 4.1b. Beautification of area through gardens, and other green spacer
- 4.2 Objective 2: Address needs of low income neighborhood public facilities
 - 4.2a Public facilities maintenance and repair
- 4.3 Objective 3: Provide public services to address the needs of low-income citizens
 - 4.3a Fund needed services for qualified low-income citizens

SPECIAL NEEDS - HOMELESSNESS GOALS & OBJECTIVES

5 Goals: Increase housing and service opportunities extended to homeless persons

- 5.1 Objective 1: Support and assist existing emergency shelters and transitional living housing
 - 5.1a Provide support for rehabilitation and/or services for existing shelters
- 5.2 Objective 2: Address homeless prevention activities
 - 5.2a Provide technical assistance for and/or actual funding assistance to non-profits addressing homeless prevention activities

- 5.3 Objective 3: Collaborate with homeless providers
 - 5.3a Provide staff assistance for homeless count
 - 5.3b Develop partnerships with non-profits to expand current services
 - 5.3c Attend quarterly meetings with service providers in Jonesboro

ANTI-POVERTY GOALS & OBJECTIVES

6 Goal: Assist in the reduction of households with incomes below the poverty line.

- 6.1 Objective 1: Support services to prevent homelessness.
 - 6.1a Support services such as emergency rental/utility assistance, financial education, foreclosure resolution programs, and other services.
 - 6.1b Survival services to enable households to survive on their limited incomes.
- 6.2 Objective 2: Explore possibility of developing a continuum/standard of care for those living in poverty to alleviate the number of individuals living in poverty
 - 6.2a Assist in the provision of job training and supportive services
 - 6.2b Establish criteria and evaluation for success
 - 6.2c Work with services providers to assist special needs groups access needed services.

Projected Use of Funds

The City of Jonesboro's 2016 anticipated allocation is \$588,535 for the nineteenth Year Community Development Block Grant Program. The plan was developed using an all inclusive citizen participation process in compliance with the regulations set forth in 24 CFR Part 91. The city has evaluated all projects, conducted public hearings, invited public comments and suggestions, and obtained the Mayor and City Council approval for the expenditures of the following projects:

HOUSING SERVICES	
Homeownership Assistance	
First Time Homebuyer Assistance	\$35,000
Habitat for Humanity	\$30,000
Homeowner Rehabilitation (may include sewer connections)	\$175,000
Demolition & Clearance	\$20,000
Homeless Prevention	
Mid-South Health Systems	\$18,000
PUBLIC FACILITIES & IMPROVEMENTS	
David Puryear	\$20,000
Lewellen Park	\$74,000
PUBLIC SERVICES	
The Learning Center	\$20,000
New Life Empowerment Center	\$18,735
NEA Community Athletics	\$10,700
City Youth Ministries	\$ 9,152
West End Neighborhood Association	\$ 5,000
Hispanic Community Services, Inc.	\$16,000
WORKFORCE DEVELOPMENT	
AAMEN	\$22,948
ADMINISTRATION	\$114,000
TOTAL	\$588,535

The above listed activities are the proposed and approved projects for the 2016/17 Program Year. The 2016 Plan has gone through a 30-day comment period and input from the community has been taken into consideration. The Mayor and the City Council have approved the plan, the specific projects, and their amounts by Resolution, thereby approving the allocated funds in the amount of \$588,535, and the implementation of said projects.

These projects were selected after careful consideration of the City of Jonesboro's needs in relation to HUD's national objectives. As reflected in the table below, Jonesboro has a higher percentage of poverty, and lower percentage of homeownership than our county, state, and nation. Therefore, the city has chosen to select the programs that will most directly address the immediate areas of need.

According to the U.S. Census Bureau:

	Jonesboro	Craighead County	State of Arkansas	United States
Persons below poverty levels	25.3%	21.5%	19.2%	15.6%
Homeownership Rates	53.8%	58.9%	66.5%	64.4%

<http://quickfacts.census.gov/qfd/states/05/05031.html>

The projects are designed with maximum feasible benefit for low and moderate-income residents. The City will continue to strive to meet the HUD national objectives as we increase the number of opportunities for residents to move from homelessness and /or poverty to housing, self sufficiency, and the possibility of homeownership.

Effectiveness

The 2016 Action Plan coincides with the national objectives and the 2012-2016 Consolidated Plan. The City of Jonesboro included in its consideration the results of two public hearings on February 18th, the scoring sheets of the public service applications as scored by the CDBG Community Advisory Board, monthly community meetings, collaborative discussion among department heads and other city staffers, input from the Mayor, and final approval by the City Council of Jonesboro, Arkansas.

Notices of all public hearings and the availability of the 2016 CDBG proposed projects for a 30-day public review were published in the Jonesboro Sun newspaper twice and were posted on the City of Jonesboro website. Furthermore, emails and texts were sent to anyone that signed up for notices on the Grants and Community Development Department website. Lastly, emails were sent to residents and other known stakeholders over a two-week period. Copies of the complete 2016 Action Plan are available for public review and inspection during normal business hours Monday through Friday in the Grants and Community Development office, located in the Municipal Center, 300 South Church Street, Suite 402, Jonesboro, AR 72401. The Action and Consolidated Plans are also available on the Grants & Community Development website at <http://www.jonesboro.org/158/Resources>.

Elements of the Consolidated Plan

Managing the Process

The City of Jonesboro's Department of Grants & Community Development is responsible for the development and implementation of the Consolidated Plan. Various City Departments and local agencies assist in the collection of the needs data for preparation of the Consolidated Plan and Annual Action Plan. J- Quad Planning Consulting Group assisted in writing portions of the Consolidated Plan. J-Quad Planning was hired by the City of Jonesboro to conduct a comprehensive housing study, funded by the Residential Housing and Health Care Facilities Board. Portions of that study were used in the completion of the Consolidated Plan.

Citizen Participation Process

The City of Jonesboro follows its Citizen Participation Plan in the development of the Consolidated Plan and Annual Action Plan. It is the goal of the city to encourage and facilitate participation of residents in the formulation of priorities, strategies, and funding allocations for the Community Development Block Grant Program. The process emphasizes the involvement of extremely low, very low, and low income persons (especially those living in low income neighborhoods and diverse populations) including those who do not speak English and persons with disabilities.

The preparation of the 2016 Action Plan builds upon the public participation and input provided in developing the 2012-2016 Consolidated Plan Priority Needs Summary, as approved by the City Council. This plan sets forth a five year plan citing Housing and Community Development Needs. The Action Plan follows the Consolidated Plan with its focus on those goals that will benefit lower income households and identifies which goals are anticipated to be carried out using CDBG funds allocated to the City.

Public input was obtained from two public hearings, and participation in public and service provider meetings, as well as, other annual ward meetings held by the Mayor, and monthly community association meetings. In an effort to broaden the public participation process for development of the Consolidated Plan and Action Plan, the city strongly encourages involvement in the process and holds the meetings in locations in service-recipient neighborhoods. Efforts are also made to reach persons with disabilities by collaborating with agencies that serve persons with disabilities.

Institutional Structure

The institutional structure for implementation of the Consolidated Plan includes non-profit organizations along with other public agencies and educational institutions. The City of Jonesboro Grants and Department of Community Development is responsible for implementation of the Consolidated and Annual Action Plans.

The city funds and coordinates with the nonprofit organizations that provide public services to benefit Jonesboro residents. The city also works with housing developers in the development of affordable housing throughout the city. Non-profit organizations are vital partners in achieving the Consolidated Plan goals.

The city will continue to offer their assistance to the Public Housing Authority in submitting applications for funding to increase Section 8 vouchers or provide additional funds for affordable housing or other housing services. The city regularly collaborates with the local PHA, participates in non-profit meetings and faith-based activities, and organizes and facilitates focus groups.

The city assists non-profit agencies in securing other state and federal funding by writing letters of support and assisting agencies to complete applications for funding.

The major strengths of the city's institutional structure is in the access to various city departments and a large number of very capable non-profit organizations who are highly competent in using available resources and leveraging funding in order to achieve the desired housing and services.

Monitoring

The City of Jonesboro uses its existing delivery/reporting system to achieve its production and service goals. While this includes managing in-house programs, many programs and services will be contracted out to sub-grantees. The city conducts an on-site monitoring assessment of the program activities of each sub-recipient in order to ensure compliance with program guidelines as stated in their contractual agreement. The monitoring process includes quarterly reports and a review of contract compliance, program capacity, performance, and timeliness.

Financial monitoring occurs on a quarterly basis with a review of invoices and supporting documentation to ensure that all costs correspond to project services as outlined in the sub-recipient's contract budget. The quarterly reports include additional information including client data, project activities, progress in meeting goals/objectives and specific achievements.

At the end of the contract year, the department compiles all the client demographic data and prepares a comprehensive statistical report that becomes part of the Consolidated Annual Performance Evaluation and Review (CAPER).

Minority and Women-Owned Business Participation

It is the policy of the City of Jonesboro that minority and women-owned business enterprises (MWBEs) shall have the maximum opportunity to participate in the city purchasing process. The City of Jonesboro encourages these businesses to compete for, win, and receive contracts for goods, services, and construction. The city also encourages all companies to sub-contract portions of any city contract to MWBEs. Furthermore, the city directly contacts MWBEs that are recognized by the state of Arkansas and invites them to bid on contracts.

Lead Based Paint Strategy

According to the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), lead based paint hazard is defined as any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects. As required by Title X, the City of Jonesboro is carrying out CDBG funded activities in tandem with our Inspection Department. The Chief Building official is also certified in lead-based paint testing and removal.

Owners of properties to be rehabilitated are informed of the risks of lead based paint. As part of the rehabilitation process, the property is inspected for signs of defective paint. Defective paint in older homes that is suspected to be lead based is removed following the lead based paint standards. If there are children in the home, the parents are provided information regarding the benefits of having the children tested for lead based paint and also where they can go to get this done.

Insert the resolution

DRAFT

CERTIFICATIONS

THE FOLLOWING PAGES are certifications that have been signed by Mayor Harold Perrin, City of Jonesboro, Arkansas for the CDBG BLOCK GRANT PROGRAM FOR THE YEAR 2016.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Housing and Community Development Plan regulations, the City of Jonesboro certifies that:

CITIZEN PARTICIPATION PLAN -- Following is the detailed citizen participation plan which:

1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas in which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the City of Jonesboro's proposed use of funds, as required by the regulations of the Secretary, and relating to the actual use of funds under the Act;
3. Provides for technical assistance to representatives of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by the City of Jonesboro;
4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
6. Identifies how the needs of non-English speaking residents will be met in the cause of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. The City of Jonesboro stands ready to provide any and all necessary assistance to persons with visual or hearing impairments to assure that these individuals are fully informed and included in the Consolidated Plan process. The City shall provide assistance up to and including interpreters and persons that sign for the hearing impaired, as well as any appropriate listening devices. The City stands ready to utilize alternative media as requested.

Citizen Participation

Prior to submission of its Housing and Community Development Plan to HUD, the City of Jonesboro has:

1. Met the citizen participation requirements of §91.10; and
2. Prepared its housing and community development plan and annual use of funds in accordance with §91.1 and made its Housing and Community Development Plan submission available to the public.

Affirmatively Further Fair Housing

As a requirement to receiving Community Development Block Grant (CDBG) funds, the Department of Housing and Urban Development (HUD) requires participating jurisdictions, (in this case the City of Jonesboro) to develop an Analysis of Impediments to Fair Housing Choice (AI). The AI is a certification that the City is affirmatively furthering fair housing choice. The City further maintains appropriate documentation and promotes adherence to fair housing policies and procedures. The AI was conducted using a methodology consistent with the U.S. Department of Housing and Urban Development (HUD) guidelines.

The certification specifically requires jurisdictions do the following:

- Conduct an analysis of impediments to fair housing choice within the state or local jurisdiction
- Take appropriate actions to overcome the effects of any impediments identified through the analysis
- Maintain records reflecting the analysis and action in this regard.

Impediments to fair housing choice are defined as:

- Any action, omission, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin that restrict housing choices or the availability of housing choice.
- Any action, omission, or decision that has the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familiar status, or national origin.

The City of Jonesboro will continue to affirmatively further fair housing as set out under 24 CFR §91.220, and has prepared an analysis previously that identifies impediments to fair housing choice, and maintains records pertaining to carrying out this certification. CDBG funding allows low-income individuals and families to be assisted in homeownership through education and matching grants for down payment and closing costs. For those who cannot afford to maintain their homes, CDBG funds will be used to provide grants for rehabilitation. The city has undertaken activities to address emergency shelters and the transitional housing needs of our homeless individuals and families.

Anti-Discrimination

Funds will be administered in compliance with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3620), the Age Discrimination Act of 1975, Executive Orders 11063, 11625, 12138, 12432 and 12892, Section 504 of the (title II) and implementing regulations.

Anti-displacement and Relocation Plan

The City of Jonesboro will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under §91.10 and Federal implementing regulations; and that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104 (d) of the Housing and Community Development Act of 1974, as amended, and the relocation requirements of §91.10 governing optional relocation assistance under section 105 (a) (11) of the Housing and Community Development Act of 1974, as amended;

Drug Free Workplace

The city will continue to provide a drug-free workplace by enacting certain requirements:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The City of Jonesboro's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant actively the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such proposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The City of Jonesboro has provided the site(s) for the performance of work done in connection with this specific grant:

Demolition of substandard housing units, various park improvements in the city and administrative responsibilities, all in the City of Jonesboro, will be carried out from 300 South Church Street, Jonesboro, Craighead County, Arkansas 72401.

Anti Lobbying

To the best of the City of Jonesboro's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the City of Jonesboro will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions; and
3. The city will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; The City of Jonesboro is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

Legal Authority

The City of Jonesboro possesses legal authority under State and Local Law to make grant submissions and to execute Community Development and Housing programs and the City Council has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the grantee to submit the Housing and Community Development Plan and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified the official representative of the grantee to act in connection with the submission of Housing and Community Development Plan and to provide such additional information as may be required;

Applicable Laws

The City of Jonesboro will comply with the other provisions of the Acts covering programs covered by the Housing and community Development Plan and with other applicable laws.

In accordance with the certifications as set out under 24 CFR §91.225 of the Federal Register dated January 5, 1995, the City of Jonesboro, Arkansas further certifies that:

Consistency with Plan

The housing activities to be undertaken with CDBG funds are consistent with the Consolidated Plan.

Section 3 Compliance

The City of Jonesboro, Arkansas in the administration of its Community Development Program will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135.

Signature: Harold Perrin, Mayor

Date

Attest: Donna Jackson, City Clerk

Date

SPECIFIC CDBG CERTIFICATIONS

The City of Jonesboro certifies that:

USE OF FUNDS - It has developed its 2016 Action Plan (July 1, 2016-June 30, 2017) so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention and/or elimination of slums and blight; (the projected use of funds may also include activities which the City of Jonesboro certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available); except that the aggregate use of CDBG funds received under section 106 of the Housing and Community Development Act of 1974, as amended, and if applicable, under section 108 of the same Act, shall principally benefit persons of low and moderate income in a manner that ensures that not less than 70 percent of such funds are used for activities that benefit such persons during such period;

COMMUNITY DEVELOPMENT PLAN -The City of Jonesboro has developed a Community Development Plan, for the period specified in the paragraph above, that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Housing and Community Development Act of 1974, as amended;

SPECIAL ASSESSMENTS-The City of Jonesboro will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Housing and Community Development Act of 1974, as amended, or with amounts resulting from a guarantee under section 108 of the same Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

1. Funds received under section 106 of the housing and Community Development Act of 1974, as amended, are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of that Act; or
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the City of Jonesboro certifies to the Secretary that it lacks sufficient funds received under section 106 of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of subparagraph (1) above;

LEAD-BASED PAINT- The City of Jonesboro's notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608;

EXCESSIVE FORCE- The City of Jonesboro has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Signature: Harold Perrin, Mayor

Date

Attest: _____
Donna Jackson, City Clerk

Date

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352; title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement the grantee is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies. (This is the information to which entitlement grantees certify).
4. For grantees that are individuals, Alternate II applies. (Not applicable to CDBG Entitlement grantees.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (i.e. All vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio stations).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees; attention is called, in particular, to the following definitions from these rules:
9. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR §§1308.11 through 1308.15);
10. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
11. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
12. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

THE FOLLOWING PAGES reflect the Projects in which the CDBG Program dollars will be directed in the City of Jonesboro.

Table 1

Consolidated Plan Listing of Projects

Jurisdiction’s Name: City of Jonesboro

Priority Need:

PROJECT TITLE: Mid-South Health Systems – Homeless Prevention

DESCRIPTION: Regulation: 570.202 Eligible rehabilitation and preservation activities
Rehabilitate three (1) units that provide transitional housing for mentally ill residents.

LOCATION/TARGET AREA: Jonesboro Limited Clientele

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.202(b)2
Type of Recipient: Non-profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units :
Local ID:	Units Upon Completion: 1

Funding Sources:	
CDBG	\$18,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$18,000

Table 2

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

Priority Need:

PROJECT TITLE: Habitat for Humanity – Homeowner Rehabilitation

DESCRIPTION: Regulation: 570.202 Eligible rehabilitation and preservation activities
Rehabilitate residential housing for low-income family.

Location/Target Area: Jonesboro LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.202(a)1
Type of Recipient: Non-Profit	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units : 1
Local ID:	Units Upon Completion:

Funding Sources:	
CDBG	\$30,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$30,000

Table 3

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: Homeownership Assistance**PROJECT TITLE:** Homeownership Assistance**DESCRIPTION:** REGULATION: 570.201(n) Homeownership Assistance

Increase the viability for potential homeownership through provision of homeownership assistance programs, such as down payment and closing cost assistance.

Location/Target Area: Jonesboro LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201(n)
Type of Recipient: Local Government	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units: 8
Local ID:	Units Upon Completion: 14

Funding Sources:	
CDBG	\$35,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$35,000

Table 4

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: Rehabilitation and preservation activities

PROJECT TITLE: Housing Services – Homeowner/Emergency Homeowner Rehabilitation

DESCRIPTION: Regulation: 570.202 Eligible rehabilitation and preservation activities
Assist in the improvement of housing conditions for LMI Homeowners, thereby preserving our existing affordable housing stock.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.202
Type of Recipient: Local Government	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator: Housing Units	Annual Units: 10
Local ID:	Units Upon Completion: 10

Funding Sources:	
CDBG	\$175,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$175,000

Table 5

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

Priority Need: Clearance

PROJECT TITLE: Demolition & Clearance

DESCRIPTION: Regulation: 570.201 (d) Clearance activities.
Demolish blighted structures in approved CDBG/LMI areas.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201(d)
Type of Recipient: Local Government	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion: 5

Funding Sources:	
CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

Table 6

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements - Foundation Care, Inc.

DESCRIPTION: Regulation: 570.201 – (c) Public facilities and improvements
Pave parking lot for facility that houses mentally ill adults

Location/Target Area: Limited Clientele

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201(c)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion: 1

Funding Sources:	
CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

Table 7

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: Public Facilities and Improvements

PROJECT TITLE: Public Facilities and Improvements – Herman Lee Lewellen Park

DESCRIPTION: Regulation: 570.201 – (c) Public facilities and improvements
Add playground equipment and Pavilion to an inner city park in North Jonesboro

Location/Target Area: CDBG LMI Area

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201(c)
Type of Recipient: Local Government	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion: 2

Funding Sources:	
CDBG	\$74,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$74,000

Table 8

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: City Youth Ministries, Inc.

PROJECT TITLE: Public Service – Unlocking the Code

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services
 Increase reading literacy among disenfranchised and very low-income children/youth, thereby enhancing their opportunities for employment and/or advanced education.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201(e)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units: 200
Local ID:	Units Upon Completion:

Funding Sources:	
CDBG	\$9,152
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$9,152

Table 9

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: Hispanic Community Services, Inc

PROJECT TITLE: Public Service – After School Program

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services
Provide academic assistance to disadvantaged school-age children by instructing in both English and Spanish for those with language barriers.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201(e)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units: 70
Local ID:	Units Upon Completion:

Funding Sources:	
CDBG	\$16,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$16,000

Table 10

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

Priority Need: NEA Athletics

Project Title: NEA Community Athletics

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services
 Curves after school and summer criminal activities by providing physical activity while teachings sports, team building, and sportsmanship to low income children.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201 (e)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion: 75

Funding Sources:	
CDBG	\$10,700
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$10,700

Table 11

Consolidated Plan Listing of Projects

Jurisdiction’s Name: City of Jonesboro

PRIORITY NEED: New Life Empowerment Development Center, INC.

PROJECT TITLE: Public Service – E-GO (Employment on the Go)

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services
 Mobile and stationary computer lab to teach low income youth and adults the power in computer and digital literacy to eradicate economic, cultural, racial, health, and educational disparities amongst the most susceptible populations in the community; fostering a life-long desire for self-improvement, economic development, and community service.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201 (e)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion: 400

Funding Sources:	
CDBG	\$18,735
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$18,735

Table 12

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: The Learning Center (TLC).

PROJECT TITLE: Public Service: The Playground Project

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services
Build a playground for pre-school age children with disabilities. The organization provides professional and clinical services

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201 (e)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion: 160

Funding Sources:	
CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

Table 13

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

Priority Need: West End Neighborhood Association

PROJECT TITLE: Public Service – Safety Lighting Project

DESCRIPTION: Regulation: 570.201 Basic eligible activities – (e) Public Services
 Seeks to increase and improve neighborhood lighting in partnership with City of Jonesboro, JPD Quality of Life Unit, and CWL. Effective lighting is a proved crime deterrent. Addition to program funded last year.

Location/Target Area: City Wide LMI

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.201 (e)
Type of Recipient: Non-Profit Org.	CDBG National Objective:
Start Date: 7.01.16	Completion Date: 6.30.17
Performance Indicator:	Annual Units: 64
Local ID:	Units Upon Completion:

Funding Sources:	
CDBG	\$5,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$5,000

Table 14

Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Jonesboro

PRIORITY NEED: CDBG Program Planning & Administration**PROJECT TITLE:** Planning & Administration**DESCRIPTION:** CDBG administration costs necessary for planning, project management, implementation, and compliance reporting.

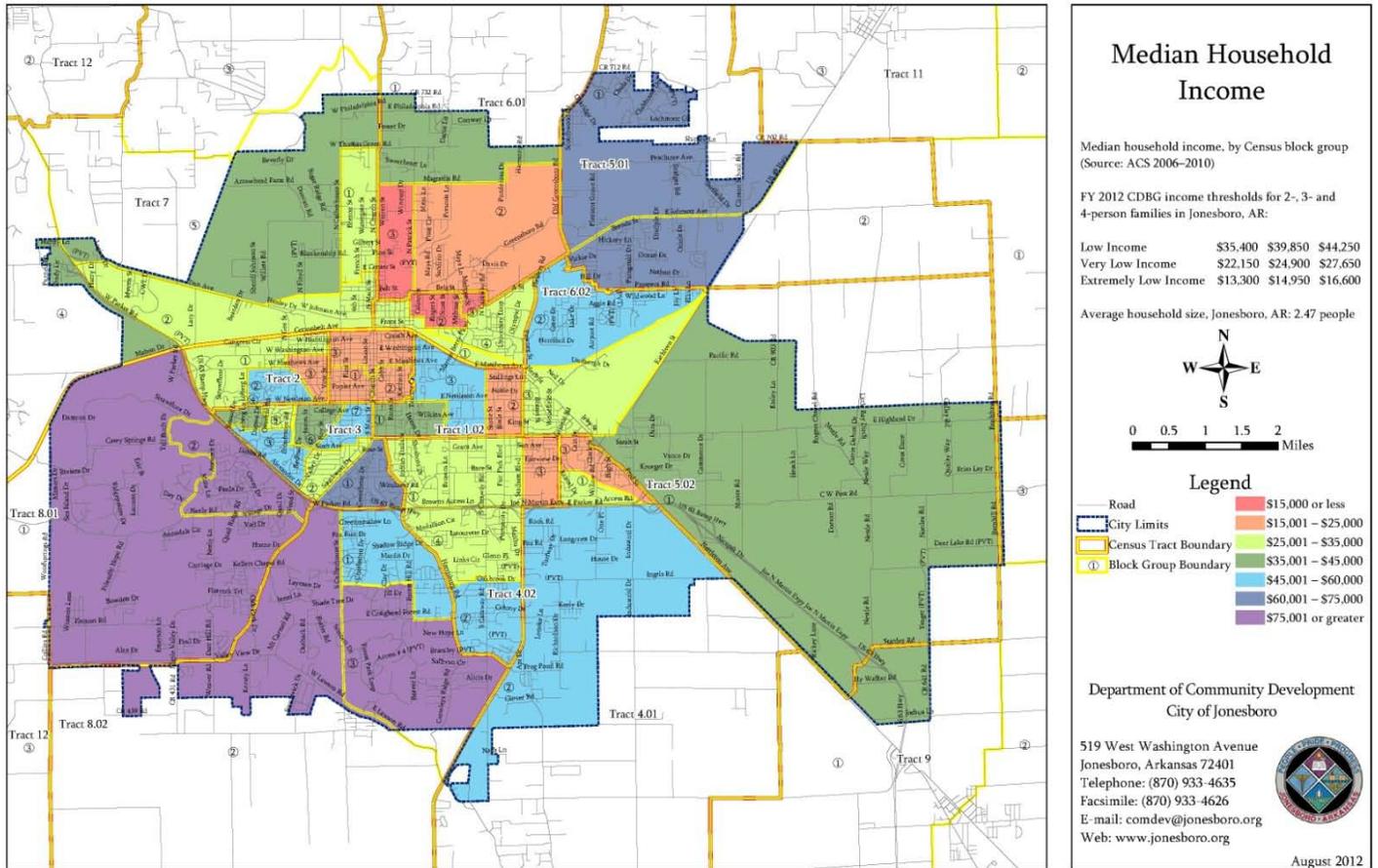
Location/Target Area: Administrative Activity

Objective Number:	Project ID:
HUD Matrix Code:	CDBG Citation : 570.206 (a)
Type of Recipient: Local Government	CDBG National Objective:
Start Date: 7.01.14	Completion Date: 6.30.15
Performance Indicator:	Annual Units:
Local ID:	Units Upon Completion:

Funding Sources:	
CDBG	\$114,000.00
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$114,000.00

Maps

THE FOLLOWING PAGES reflect the income and minority areas in which the CDBG Program dollars will be directed in the City of Jonesboro.



City of Jonesboro
NOTICE OF 30-DAY PUBLIC COMMENT PERIOD

The City of Jonesboro, Arkansas is applying to the Department of Housing & Urban Development (HUD) for funding assistance to undertake eligible activities of approximately \$588,535 under the 2016-2017 Community Development Block Grant Program (CDBG).

Funds must be used for one of the following purposes:

- To benefit low and moderate income persons
- To aid in the prevention or elimination of slums and blight
- To meet other community development needs

The purpose of this notice is to provide Jonesboro citizens with the opportunity to voice their opinions on proposed projects for the City's 2016-2017 CDBG Program. The plan can be reviewed on-line at www.jonesboro.org, or the Municipal Center, 300 S. Church St. Ste. 402, or you may email a request to eagnew@jonesboro.org if you would prefer an electronic copy. Additionally, a "substantial amendment" has been made to the 2015 CDBG Program and this plan is also available for review and input via the same means as previously stated.

Comments may be submitted in writing via email to

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Comments may be submitted in writing via email to eagnew@jonesboro.org or mailed to the Dept. of Grants & Community Development, City of Jonesboro P.O. Box 1845, Jonesboro, AR 72403.

Comments must be received no later than close of business, April 10, 2016. If you have any questions, please call 870-336-7210.



Legislation Details (With Text)

File #: ORD-16:022 **Version:** 1 **Name:** Adopting the Watershed Plan prepared by the US Army Corps of Engineers

Type: Ordinance **Status:** First Reading

File created: 3/17/2016 **In control:** Public Works Council Committee

On agenda: **Final action:**

Title: AN ORDINANCE ADOPTING BY REFERENCE THE MASTER WATERSHED PLAN PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR THE BIG CREEK DRAINAGE BASIN

Sponsors: Engineering

Indexes: Code of Ordinances amendment

Code sections:

Attachments: [Executive Summary](#)

Date	Ver.	Action By	Action	Result
4/5/2016	1	Public Works Council Committee		

AN ORDINANCE ADOPTING BY REFERENCE THE MASTER WATERSHED PLAN PREPARED BY THE U.S. ARMY CORPS OF ENGINEERS FOR THE BIG CREEK DRAINAGE BASIN
 WHEREAS, it was determined the Plan is necessary for the city of Jonesboro to minimize flood risk along Lost Creek, Christian Creek, Culberhouse Creek, and tributaries

WHEREAS, the Corps of Engineers has prepared the Master Watershed Plan which indicated the general nature and magnitude of drainage infrastructure improvements needed to reduce flooding risk for the Big Creek Drainage Basin.

WHEREAS, the findings of the Plan indicate the general nature and magnitude of drainage infrastructure improvements needed to reduce flood risk along Lost Creek, Christian Creek, Culberhouse Creek, and tributaries.

WHEREAS, this Plan will be utilized by the City of Jonesboro to reduce flooding along Lost Creek, Christian Creek, Culberhouse Creek, and tributaries, to support economic and recreational development, and to minimize adverse hydrologic effects outside of Jonesboro.

WHEREAS: The Stormwater Management Board recommends the Master Watershed Plan prepared by the Corps of Engineers be adopted by reference.

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

SECTION 1: That the Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt by reference the Master Watershed Plan prepared by the U.S. Army Corps of Engineers for the Big Creek Drainage Basin.

Executive Summary

This report is the final Master Watershed Plan report for Phase 1 of the Planning Assistance to States project prepared by the Memphis District Corps of Engineers for the City of Jonesboro, Arkansas. The Phase 1 study area is the drainage network draining Jonesboro toward the southwest, via Big Creek to Bayou DeView. The City of Jonesboro provided valuable in-kind services, including data, analysis, and guidance to support the development of the engineering models, complete the study tasks, and prepare this report. The report and associated engineering models and databases provide the following items of information:

- a description and assessment of the drainage network and an assessment of capacity
- identification of City land ownership, rights-of-way, and easements
- a rationale for prioritization of improvements for the drainage network
- recommendations for maintenance of the drainage network
- conceptual designs to reduce flood risk and provide positive drainage for Lost Creek, Christian Creek, Culberhouse Creek, and Joe Mack Campbell Park.

The recommended improvements will confine the 1 percent chance backwater flood event (100-year flood) to the channel for Lost Creek through town, Christian Creek from the mouth to Highway 63, Culberhouse Creek from the mouth to Ginger Drive, and the neighborhood between Cartwright Street and North Main Street. To take full advantage of the improved outlets provided by the recommended improvements, additional improvement of minor drainageways and storm sewers will be required to eliminate remaining local ponding.

The content of the report is supported by hydrologic and hydraulic models and geographic information system databases that will provide City personnel with long-term tools for planning development and informing the public about water resources issues.

The estimated cost of major construction items is approximately \$109.6 million with no cost contingency. The cost estimate reflects only direct construction and land costs and does not include associated costs such as utility relocations, engineering design, construction inspection and management, legal and financing costs, or maintenance.

Construction Items

Item	Quantity
channel improvement	8.2 mile
detention basin	10 ea
bore & jack culvert barrel	2 ea
box culvert to remove & replace	4 ea
box culvert to install	1 ea
concrete channel to install	0.38 mile
bridges to remove w/o replacement (vehicle)	4 ea
bridges to lengthen (vehicle)	8 ea
bridges to install (vehicle)	1 ea
railroad bridge to lengthen	1 ea
railroad bridge to remove & replace	1 ea

1 Introduction

This report is the final report for Phase 1 of the Jonesboro Comprehensive Drainage Study conducted by the City of Jonesboro, Arkansas and the Memphis District Corps of Engineers under the Planning Assistance to States (PAS) Program of the US Army Corps of Engineers. Phase 1 is the first of a four-phase study of all the drainage basins in Jonesboro. Phase 1 includes the watersheds of Lost Creek, Christian Creek, and Big Creek. This report presents the risk of flooding in the Lost Creek, Christian Creek, and Big Creek watersheds in Jonesboro and presents conceptual designs to reduce the risk. Although PAS projects do not produce design calculations, detailed drawings, and specifications for construction, the report does indicate the general nature and magnitude of drainage infrastructure improvements needed to reduce flood risk and includes associated conceptual drawings.

The 04Feb2016 revision of this report includes more detailed drawings and quantity estimate calculations for the conceptual designs, which are provided as additional E-plates in Volume 3. Also, all design material related to the conceptual designs was gathered into Appendix E.

The City of Jonesboro provided valuable data and engineering guidance to support the development of this report. Data provided by the City and used in the analysis included:

- field survey data
- USGS gaging of stages at Floyd Street on Lost Creek and flow measurements at the same location, greatly facilitating calibration of the hydrologic and hydraulic models
- LIDAR topographic mapping
- high resolution aerial photography
- GIS mapping of storm sewers, culverts, and impervious areas
- information in the report and data files prepared by the Carter Burgess engineering consultant firm in a previous study for the City.

The remainder of the body of the report is organized under the headings of:

- PAS project items
- goals of the flood risk reduction plan
- flood risk reduction approach
- data
- methods
- results
- report organization.

2 PAS Project Items

Phase 1 includes the accomplishment of nine items for the study area:

- Item A—describe the drainage area
- Item B—classify drainageways
- Item C—identify rights-of-way (ROW) and easements
- Item D—build an HEC-HMS hydrologic computer model

- Item E—build an HEC-RAS hydraulic computer model
- Item F—determine drainageway capacity
- Item G—determine a method to prioritize improvements
- Item H—recommend maintenance
- Item I—develop conceptual designs to reduce flood risk.

The data collection and analysis for the nine items are complete and the results are presented in this report. The report provides City leaders with the information needed to plan the infrastructure required to minimize flood risk in Jonesboro.

3 Goals of the Flood Risk Reduction Plan

The overall goals of the risk reduction plan are:

- to reduce flooding along Lost Creek, Christian Creek, Culberhouse Creek, and tributaries
- to support economic and recreational development
- to minimize adverse hydrologic effects outside of Jonesboro.

3.1 Flood Reduction

Flood reduction goals include confining the 1 percent chance exceedance flood in:

- Lost Creek between the confluence with Culberhouse Creek and Patrick Street
- Christian Creek between the railroad and Hester Street
- Culberhouse Creek between the mouth and Ginger Drive.

3.2 Drainageways

Drainageway goals include:

- improving drainage in the neighborhood north of Lost Creek and west of Main Street, between West Easy Street to the north and West Woodrow Street to the south
- providing positive drainage for Joe Mack Campbell Park.

3.3 Economic and Recreational Development

The intent of the conceptual designs is to support economic and recreational development for Jonesboro. Economic development goals include protecting neighborhoods from frequent flooding and poor drainage and facilitating new residential and commercial development.

The opportunity to further recreational development goals arises from the changes in land use associated with flood risk reduction. Channel improvement and detention basin construction require space for the infrastructure and the spreading of the excavated earth. The dedication of land to the drainage system infrastructure can provide opportunities for public recreation features. Therefore, the conceptual designs for channel work and detention basins support the installation of:

- a new park along Lost Creek east of Patrick Street and upstream of the confluence with Devew Bayou where a major detention facility is planned

- a 5.3-mile long walking trail along the bank of Lost Creek, connecting Joe Mack Campbell Park on the west side of Jonesboro and connecting with the proposed new park east of Patrick Street
- a park along the upstream reach of Christian Creek, upstream of Cherrywood Drive, which could enclose a new detention basin built to reduce flooding near Neely Road.

The maintenance access/walking trail along Lost Creek will be located on an excavated bench with a typical bottom width of 50 feet and a typical depth of 5 feet below natural ground elevation. The bench will provide additional flow area for the channel during the greater floods, and the walking trail will be located on the bench. Bridge enlargements along Lost Creek will not only increase bridge flow capacity but also provide a path for people walking on the trail to cross underneath streets.

3.4 Minimizing Adverse Hydrologic Effects

Goals to minimize adverse hydrologic effects outside of Jonesboro arise from the fact that Lost Creek, Christian Creek, and Big Creek form one drainage system. Changes in one part of the system can cause changes in another part of the system. Therefore, measures implemented to reduce flood risk and provide drainage for Jonesboro have the potential to affect the network outside of Jonesboro. Possible adverse changes include:

- deepening and widening of Big Creek downstream of the confluence with Lost Creek
- more frequent flooding on Big Creek downstream of the confluence with Lost Creek
- more frequent flooding on Big Creek along the reach between the confluence with Lost Creek and the confluence with Mud Creek
- deepening and widening of Lost Creek upstream of Jonesboro
- more frequent flooding on Lost Creek upstream of Jonesboro.

Decades ago, the replacement of the winding natural channels of Lost Creek, Christian Creek, and Big Creek were with straight channels that eroded to become deeper and wider than the originally constructed channels. The potential for continued incision still exists, and windrows of riprap extend across the Big Creek channel downstream of the confluence with Lost Creek to resist further incision. If risk reduction measures increase the peak flood flow at the outlet of Lost Creek, greater erosional attack on the Big Creek channel downstream is possible.

If flood risk reduction measures increase the peak flood flow at the outlet of Lost Creek, flooding may be more frequent on Big Creek downstream of the confluence with Lost Creek and upstream along Big Creek from the confluence of Lost Creek to the confluence with Mud Creek.

Deepening and widening of Lost Creek upstream of Jonesboro is possible if channel enlargement through Jonesboro lowers the grade of the channel or causes a drawdown in flowlines in Lost Creek upstream of Jonesboro.

More frequent flooding upstream of Jonesboro is possible because of installing a major detention facility near the confluence of Lost Creek and Deview Bayou. Detention basins function by pooling flood flow, and in that sense, some flooding is intentional. However, detention basin

flood pools need to be accurately mapped to assure the acquisition of adequate land rights. Balancing increased channel capacity with detention and controlling the timing of flood peaks at key points in the drainage system can minimize adverse hydrologic effects outside of Jonesboro.

4 Flood Risk Reduction Approach

The proposed approach to reduce flood risk in Jonesboro is to increase channel capacity and install detention basins in the Lost Creek and Christian Creek watersheds. The single most important factor controlling flood risk along Lost Creek and Christian Creek is the water surface elevation of the 1 percent chance exceedance flood at the confluence of Big Creek and Lost Creek.

5 Data

Data used in the study included:

- results of previous studies and models
- LIDAR topographic data
- soils mapping
- vegetative cover mapping
- percent imperviousness estimates
- channel cross section surveys
- City GIS layers describing roads, culverts, and storm sewers and cultural features
- rainfall data and stream flow data recorded by USGS and NOAA
- City experience regarding bid item unit prices
- Arkansas Department of Transportation historical bid item unit prices

6 Methods

Current methods in modeling hydrology and hydraulics was used in the study. Hydrology was modeled using HEC-HMS software. Hydraulics was modeled using unsteady HEC-RAS software. Other commercial software was used such as Bentley Culvert-Master and ESRI Arc-Info. The Memphis District developed Fortran 95 software as needed to supplement the HEC and commercially available software. Use of HEC-HMS and HEC-RAS for Jonesboro was supported by consultation with the software development leaders at the Corps of Engineers Hydrologic Engineering Center in Davis, California.

7 Results

Results of the study are provided in the appendixes, including flowlines, flood outlines, stream classification maps, HEC-RAS output tables, conceptual design drawings, and associated cost estimates. Much of the materials produced by the study is in the form of models and model run results too voluminous to include in the report. The models and run results will be given to the City as electronic files.

8 Report Organization

The remainder of the report is divided into Appendixes A through H and associated plates. Physically, the report is divided into three volumes:

- Volume 1, report body and Appendixes A through G (8.5" by 11" binder)
- Volume 2, Appendix H (8.5 " by 11" binder)
- Volume 3, Plates (11 " by 17" binder).

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Legislation Details (With Text)

File #: ORD-16:023 **Version:** 1 **Name:** Rezoning at Hwy. 1 and Lawson Road
Type: Ordinance **Status:** First Reading
File created: 4/13/2016 **In control:** City Council
On agenda: **Final action:**

Title: AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO C-3 LUO FOR PROPERTY LOCATED ON HWY. 1 AND LAWSON ROAD AS REQUESTED BY WES THORNTON

Sponsors:

Indexes: Rezoning

Code sections:

Attachments: [Plat of Survey](#)
[MAPC Report](#)

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO AMEND CHAPTER 117, ARTICLE III, KNOWN AS THE ZONING ORDINANCE OF THE CITY OF JONESBORO, ARKANSAS, PROVIDING FOR CHANGES IN ZONING BOUNDARIES FOR PROPERTY LOCATED ON HWY. 1 AND LAWSON ROAD AS REQUESTED BY WES THORNTON
 BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION 1. Chapter 117, Article III, known as the Zoning Ordinance of the City of Jonesboro, Arkansas be amended as recommended by the Metropolitan Area Planning Commission by the changes in zoning classification as follows:

From “R-1”, Single-Family Medium Density District to “C-3” LUO, General Commercial District, Limited Use Overlay for the land described as follows:

LEGAL DESCRIPTION

A part of the Northeast Quarter of the Southwest Quarter and Part of the Southeast Quarter of the Southwest Quarter, all in Section 17, Township 13 North, Range 4 East of the Fifth Principal Meridian, Craighead County, Arkansas, more particularly described as follows: Commencing at the point of intersection of the Easterly right of way of Arkansas Highway 1 with the Northerly right of way of Ridge Road in the Northeast Quarter of the Southwest Quarter of said Section 17, the point of beginning: thence North 36° 12' 22" East 62.67 feet along the right of way of said Highway 1 to a point; thence North 24° 31' East 400.00 feet along the right of way of said Highway 1 to a point; thence South 65° 29' East 31.20 feet along the right of way of said Highway 1 to a point on the Westerly right of way of Missouri Pacific Railroad; thence in a Southerly direction along the Westerly right of way of said railroad along a curve to the left, said curve having a radius of some 1633 feet at the centerline to the point of intersection with the Northerly right of way of Ridge Road, said point bearing South 02° 26' 31" West and being 585.62 feet distant from the previous point; thence North 48° 21' 36" West 276.22 feet along the Northerly right of way of said Ridge Road to the point of beginning. LESS AND

EXCEPT THE FOLLOWING: A part of the Northeast Quarter of the Southwest Quarter and Part of the Southeast Quarter of the Southwest Quarter, all in Section 17, Township 13 North, Range 4 East, Craighead County, Arkansas and being more particularly described as follows: Commencing at the intersection of the Easterly right of way of Arkansas Highway No. 1 with the Northerly right of way of Craighead County Road No. 428; thence South $48^{\circ} 21' 36''$ East 146.22 feet along said right of way of CR #428 to the point of beginning proper; thence North $41^{\circ} 38' 24''$ East 124.89 feet to the right of way line of railroad; thence along said railroad right of way, with a curve turning to the left with an arc length of 180.36 feet, with a radius of 1683.00 feet to the Northerly right of way line of Craighead County Road No. 428; thence North $48^{\circ} 21' 36''$ West 130.00 feet along the said Northerly right of way to the point of beginning proper, having an area of 7827.73 square feet, 0.18 acres, more or less, and being subject to all public and private roads and easements and being also known as a part of Tract 2 of a survey in Survey Book "E" at Page 5 in the office of the Circuit Clerk and Ex-Officio Recorder, Craighead County, Arkansas.

SECTION II: The requested rezoning classification is further restricted as follows:

1. Applicant must adhere to all utility and rail corridor easements of record.
2. Property shall be used as a landscaping business, with any change of use being subject to MAPC approval, if the need shall arise in the future.
3. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design manual and Flood Plain Regulations.
4. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
5. No landscaping staging/inventory storage areas shall not be situated in areas obstructing site view, or right of way areas. Outdoor storage of equipment shall be screened.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION IV: The City Clerk is hereby directed to amend the official zoning district boundary map of the City of Jonesboro, Arkansas, insofar as it relates to the lands described hereinabove so that the zoning classification of said lands shall be in accordance with the provisions of this ordinance.

City of Jonesboro City Council
Staff Report – RZ 16-04: 903 Lawson and Hwy 1 Rezoning
 Municipal Center - 300 S. Church St.
For Consideration by the Council on April 19, 2016

REQUEST: To consider a rezoning of one tract of land containing 1.32 acres more or less.

PURPOSE: A request to consider recommendation to Council for a rezoning from R-1 single-family residential district to a C- 3 General Commercial District.

**APPLICANTS/
OWNER:** Wesley Thornton, 3409 Ridgeway Circle. Jonesboro, AR 72404.

LOCATION: At the intersection of Highway 1 and Lawson Rd. Jonesboro, AR 72404.

**SITE
DESCRIPTION:** **Tract Size:** Approx. 1.32 Acres
Street Frontage: 645' Total along Stadium Blvd. & CR 428
Topography: Predominately Flat
Existing Development: Vacant lot.

SURROUNDING CONDITIONS:

ZONE	LAND USE
North-R-1	Vacant County Hwy Frontage Property
South-N/A	County Commercial – Shops, Church
East-N/A	Railroad Tracks, Wooded Area
West-N/A	Empty Lot, R/R Farm Equipment

HISTORY: None

ZONING ANALYSIS:

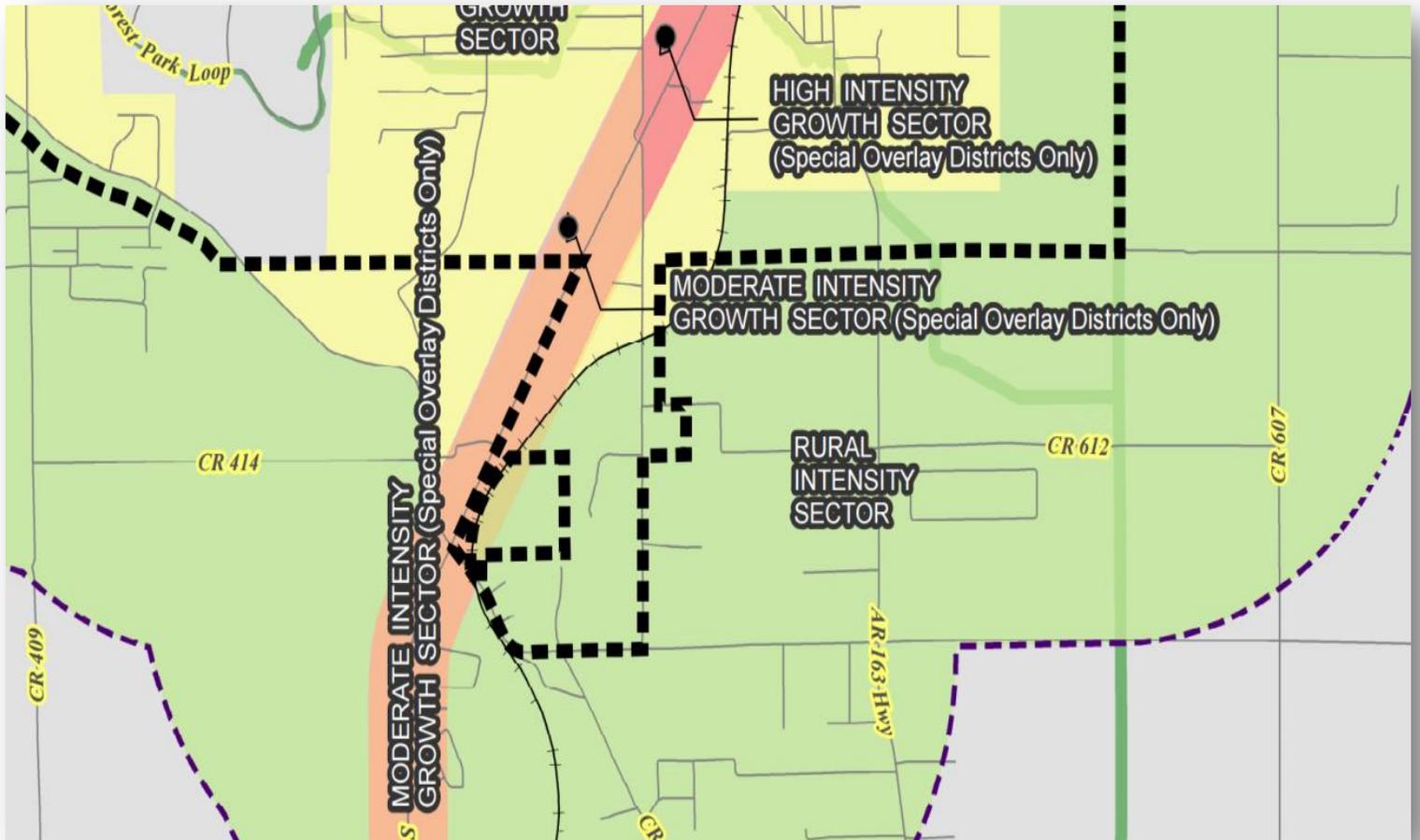
City Planning Staff has reviewed the proposed Zone Change and offers the following findings:

COMPREHENSIVE PLAN LAND USE MAP:

The Current/Future Land Use Map recommends this location as a Moderate Intensity Growth Sector (Special Overall District Only). Unless a Limited Use Overlay District is requested and agreed on by the applicant(s), no conditions by the Commission or Council can be placed on a successful rezoning. With a suggested Limited Use Overlay, the MAPC will be afforded an opportunity to gain more detailed information that will give assurance of a well-designed infill development that will enhance the area.

Moderate Intensity Recommended Use Types Include:

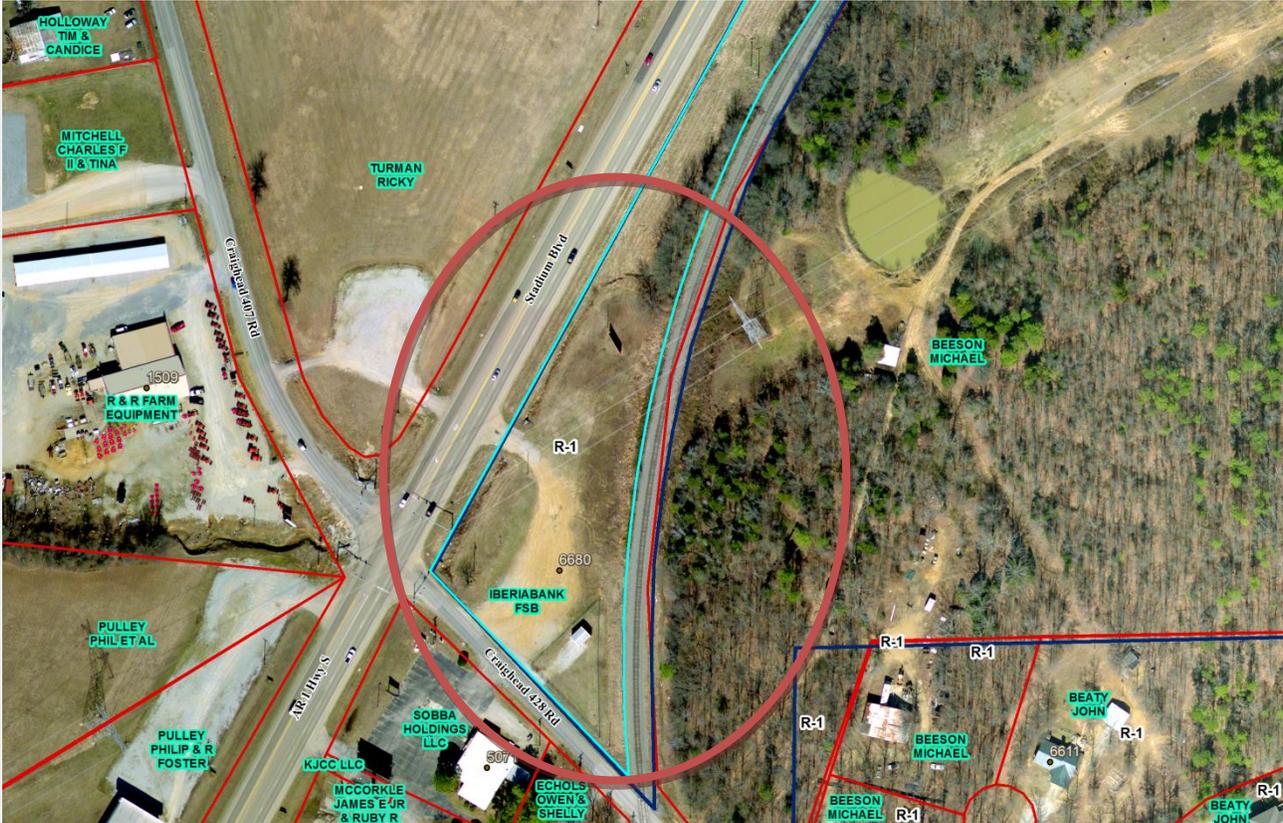
- *Neighborhood Retail*
- *Neighborhood Services*
- *Office parks*
- *Smaller medical offices*
- *Libraries, schools, other public facilities*
- *Senior living centers/nursing homes*
- *Community-serving retail*
- *Small supermarkets*
- *Convenience store*
- *Bank*
- *Barber/beauty shop*
- *Farmer's Market*
- *Pocket Park*



Land Use Map

Master Street Plan/Transportation

The subject property is served by Highway 1 and County Road 428. Highway 1 on the Master Street plan is classified as a proposed Principal Arterial, requiring a 120 ft. right-of-way. The property also fronts on County Road 428 on the south, which is a proposed Principal Arterial having a required right of way of 120 ft. of right of way. The applicant will be required to adhere to the Master Street Plan recommendations.



Aerial/Zoning Map

Approval Criteria- Chapter 117 - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the MAPC or City Council in reaching a decision. The criteria to be considered shall include, but not be limited to the following list on the next page.

Criteria	Explanations and Findings	Comply Y/N
(a) Consistency of the proposal with the Comprehensive Plan/Land Use Map	The proposed district rezoning is consistent with the Adopted Land Use Plan, which was categorized as a Moderate Intensity Growth Sector (Special Overall District Only) – pending the applicants request and approval for a special overall for this district or limited use overlay district.	
(b) Consistency of the proposal with the purpose of Chapter 117-Zoning.	The proposal will achieve consistency with the purpose of Chapter 117, with compliance of all C-3 District standards.	
(c) Compatibility of the proposal with the zoning, uses and character of the surrounding area.	Compatibility is achieved with this rezoning considering there are already businesses located in this area. Not suitable for Residential uses.	
(d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;	Conventional zoning restraints will prevent this subject property from being developed. Without the proposed zoning map amendment, this property will likely not develop as residential.	
(e) Extent to which approval of the proposed rezoning will detrimentally affect nearby property including, but not limited to, any impact on property value, traffic, drainage, visual, odor, noise, light, vibration, hours of use/operation and any restriction to the normal and customary use of the affected property;	No detrimental or adverse impacts are predicted, if proper assess management controls are implemented.	
(f) Length of time the subject property has remained vacant as zoned, as well as its zoning at the time of purchase by the applicant; and	The property has been vacant for several years now.	
(g) Impact of the proposed development on community facilities and services, including those related to utilities, streets, drainage, parks, open space, fire, police, and emergency medical services	Minimal impact if rezoned due to the fact that businesses and residential currently exist in this area.	

Staff Findings:

Applicant's Purpose

The proposed area is currently classified as an R-1 Single-family residential zone. Located at the intersection of Highway 1 and Lawson Road, this area already has several businesses and shops. This location would make a great place for another business. The applicant wants this area rezoned so that a landscaping business can operate from this location.

Rezoning this property is consistent with the *Jonesboro Comprehensive Plan* and the *Future Land Use Plan*. Rezoning makes sense considering there are already multiple commercial businesses located in the area. Under the current zoning classification, it would be illegal for the applicant to operate a landscaping business from this location. As far as we know, this property has always been vacant. Rezoning this property would positively impact the community, especially in terms of curb appeal. Development for this new business would begin as soon as the property has been rezoned.

Chapter 117 of the City Code of Ordinances/Zoning defines C-1/Downtown Core District as follows:

Definition of C-3 General Commercial Districts - The purpose of a C-3 district is to provide appropriate locations for commercial and retail uses which are convenient and serve the needs of the traveling public. The district also provides locations for limited amounts of merchandise, equipment and material being offered for retail sale that are more suitable for storage and display outside the confines of an enclosed structure. Appropriate locations for this district are along heavily traveled arterial streets. Development of groupings of facilities shall be encouraged, as opposed to less desirable strip commercial.

Departmental/Agency Reviews:

The following departments and agencies were contacted for review and comments. Note that this table will be updated at the hearing due to reporting information that will be updated in the coming days:

Department/Agency	Reports/ Comments	Status
Engineering	No issues were reported	
Streets/Sanitation	No issues were reported	
Police	Reported no issues.	
Fire Department	Reported no issues.	
MPO	Reported no issues.	
Jets	Reported no issues.	
Utility Companies	Reported no issues.	

Zoning Code Allowable Uses:

The City of Jonesboro Zoning Resolution includes a list of permitted uses within C-3 Districts as follows (Note the highlighted uses in yellow are suggested to be prohibited due to adverse impacts on the area.) However, most uses will be prohibited by default, due to the irregularity of site shape and size. Certain commercial uses are permitted as of right- “P”, while others require a Conditional Use- “C” approval by the MAPC, or not permitted where blank within the Zoning Ordinance Chapter 117:

List of Commercial Uses	C-3 General Commercial	List of Commercial Uses	C-3 General Commercial
<i>Civic and commercial uses</i>		<i>Civic and commercial uses</i>	
Animal care, general	Permitted	Nursing home	Permitted
Animal care, limited	Permitted	Office, general	Permitted
Auditorium or stadium	Conditional	Parking lot, commercial	Permitted
Automated teller machine	Permitted	Parks and recreation	Permitted
Bank or financial institution	Permitted	Pawn shops	Permitted
Bed and breakfast	Permitted	Post office	Permitted
Carwash	Permitted	Recreation/entertainment, indoor	Permitted
Cemetery	Permitted	Recreation/entertainment, outdoor	Permitted
Church	Permitted	Recreational vehicle park	Permitted
College or university	Permitted	Restaurant, fast-food	Permitted
Communication tower	Conditional	Restaurant, general	Permitted
Warehouse, residential (mini) storage	Conditional	Retail/service	Permitted
Convenience store	Permitted	Safety services	Permitted
Day care, limited (family home)	Permitted	School, elementary, middle and high	Permitted
Day care, general	Permitted	Service station	Permitted
Entertainment, adult	Conditional	Sign, off-premises*	Permitted
Funeral home	Permitted	Utility, major	Conditional
Golf course	Permitted	Utility, minor	Permitted
Government service	Permitted	Vehicle and equipment sales	Permitted
Hospital	Permitted	Vehicle repair, general	Permitted
Hotel or motel	Permitted	Vehicle repair, limited	Permitted
Library	Permitted	Vocational school	Permitted
Medical service/office	Permitted		
Museum	Permitted	<i>Industrial, manufacturing and extractive uses</i>	
<i>Agricultural uses</i>		Freight terminal	Conditional
Agriculture, animal	Conditional	Research services	Conditional
Agriculture, farmers market	Permitted		

MAPC RECORD OF PROCEEDINGS: Public Hearing Held on April 12, 2016

Applicant:

Mr. Wes Thornton, Applicant- appeared before the MAPC asking to have this property rezoned from R-1 to C-3 Commercial Use for U.S. Lawns Landscaping Company.

Staff:

Mr. Spriggs gave Staff Summary comments noting the location and surrounding conditions. This is the location of the “Welcome to Jonesboro Sign”. The criteria for rezoning were read and analyzed and Mr. Spriggs noted consistency is achieved with the adopted Land Use Plan which recommends *Moderate Intensity Growth Sector* with the suggested Limited Use Overlay. The right-of-ways on the Master Street Plan are Principle Arterials which would have to be satisfied. Staff finds that the property is not suitable for residential use; because the limitations of the site, due to easements would deem this property a good use for the site. No detrimental impacts are anticipated.

Mr. Spriggs: During the pre-meeting no issues were raised by the Utility Agencies, MPO, Fire, Engineering or Planning. A survey was included of the property showing the power line and rail easements, as well as right-of-ways which would limit the site to a small structure. The uses allowed were listed. The applicant noted that he is not opposed to this being a Limited Use Overlay.

The conditions were read. Mr. Thornton questioned Condition #5, regarding outdoor storage, because he will be having landscaping trailers. Would that be included?

Mr. Spriggs suggested that those should be kept away from the right-of-ways, and that during the Final Site Plan submission to the MAPC in the future, the layout should depict all storage and site parameters during that review.

Mr. Thornton noted that he has an encroachment agreement from Entergy regarding the power line easements. A fence will be provided and the Utility Company will have a key to the gate. The only other restriction is not to have vehicles parked under it for a length of time exceeding 24 hours. No structures will be allowed to encroach; the 40X65 building location was ok with them.

Public Input: None.

Mr. Hoelscher: Asked if the approval would restrict him from the storage pile of loose mulch, grass clippings, or fill materials? Mr. Thornton replied that all mulch materials will be bagged and not staged in bins. They use the incinerator for everything. No plant nursery or materials will be stored. There will be no customer drive-ups and vehicles will be stored inside at night.

Commission Action:

Mr. Scurlock made a motion to approve Case: RZ-16-4, as submitted, to the City Council with the noted conditions, and the MAPC find that to rezone property from “R-1” Single Family to “C-3”, L.U.O., General Commercial Landscaping Business, Limited Use Overlay will be compatible and suitable with the zoning, uses, and character of the surrounding area. Motion was seconded by Mr. Cooper.

Roll Call Vote: 8-0, Unanimous Approval.

Mr. Sculock- Aye; Mr. Kelton- Aye; Mr. Stripling- Aye; Mr. Cooper- Aye; Mr. Reece- Aye; Mr. Hoelscher- Aye; Mr. Perkins- Aye; Mr. Bailey- Aye; Lonnie Roberts, Jr. was chair.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted for subject parcel, should be evaluated based on the above observations and criteria of Case RZ 16-04 a request to rezone property from “R-1”to“C-3”, should be approved based on the following conditions:

1. Applicant must adhere to all utility and rail corridor easements of record.
2. Property shall be used as a landscaping business, with any change of use being subject to MAPC approval, if the need shall arise in the future.
3. That the proposed site shall satisfy all requirements of the City Engineer, all requirements of the current Stormwater Drainage Design manual and Flood Plain Regulations.
4. A final site plan subject to all ordinance requirements shall be submitted, reviewed, and approved by the MAPC, prior to any redevelopment of the property.
5. No landscaping staging/inventory storage areas shall not be situated in areas obstructing site view, nor right of way areas. Outdoor storage of equipment shall be screened.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director



View looking North along frontage on Stadium Blvd.



View Looking Northeast on Stadium



View looking South Toward Site



View looking South/ Site on Left



View looking Northeast toward Site



View Looking Northeast toward site from Stadium Intersection



View looking Northwest of property



View looking Southeast on County Road 428 (E. Lawson)



View looking Southwest of property