



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Council Agenda City Council

Tuesday, July 19, 2011

6:30 PM

Huntington Building

PUBLIC SAFETY COMMITTEE MEETING AT 5:30 P.M.

City Council Chambers, Huntington Building

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

4. SPECIAL PRESENTATIONS

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-11:058 Minutes for the City Council meeting on July 5, 2011.

Attachments: [Minutes](#)

RES-11:106 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HORSESHOE TRAIL ESTATES, PHASE 1, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

Legislative History

7/5/11	Public Works Council Committee	Recommended to Council
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RES-11:115 A RESOLUTION REQUESTING FREE UTILITIES AT 2609 DAN AVENUE, 2611 DAN AVENUE, AND 2613 DAN AVENUE FOR THE CITY OF JONESBORO

Sponsors: Engineering

Legislative History

7/5/11	Public Works Council Committee	Recommended to Council
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RES-11:116 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR PIERCE-BARCO MINOR PLAT, A RESIDENTIAL

Attachments: [Contract](#)
[Proposal](#)
[Letter of Recommendation.pdf](#)
[Bid Tab.pdf](#)

Legislative History

7/12/11	Public Works Council Committee	Recommended to Council
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RES-11:121

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GARRY MEADOWS CONSTRUCTION CO., INC. FOR THE INDUSTRIAL PARK RAIL SPUR EXPANSION - SECTION I/SUBGRADE WORK - JOB NO. 2011:27

Sponsors: Engineering

Attachments: [Contract](#)
[Proposal](#)
[Bid Tab.pdf](#)
[Letter of Recommendation.pdf](#)

Legislative History

7/12/11	Public Works Council Committee	Recommended to Council
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6. NEW BUSINESS

7. UNFINISHED BUSINESS

ITEMS THAT HAVE BEEN HELD IN COUNCIL

ORDINANCES ON THIRD READING

ORD-11:042

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-4 LUO LOCATED AT 3406 SOUTH CULBERHOUSE STREET AS REQUESTED BY THE FOOD BANK OF NEA

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

Legislative History

5/17/11	City Council	Held at one reading
6/7/11	City Council	Postponed Temporarily
7/5/11	City Council	Postponed Temporarily

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

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-11:058 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 7/8/2011 **In control:** City Council
On agenda: **Final action:**
Title: Minutes for the City Council meeting on July 5, 2011.
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the City Council meeting on July 5, 2011.



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes City Council

Tuesday, July 5, 2011

6:30 PM

Huntington Building

PUBLIC WORKS COMMITTEE MEETING AT 5:30 P.M.

1. CALL TO ORDER BY MAYOR PERRIN AT 6:30 P.M.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

3. ROLL CALL BY CITY CLERK DONNA JACKSON

Present 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

4. SPECIAL PRESENTATIONS

COM-11:049 Proclamation by the Mayor to the AAA Jonesboro Diamond Kings

Sponsors: Mayor's Office

Mayor Perrin presented a proclamation to the Diamond Kings baseball team for their state championship win. Appreciation was expressed by the team for the City Council and the City's work on the parks in the City.

This item was Read.

COM-11:048 Zoning presentation by City Planner Otis Spriggs

Sponsors: Mayor's Office and Planning

Attachments: [Supporting Information](#)

City Planner Otis Spriggs gave an update on what Planning is doing to keep the Land Use Plan up-to-date. He presented the Council with a booklet discussing the recent rezonings and stated they need to go back to the Land Use Map to make changes. He discussed the information. Mayor Perrin added the Land Use Map is going to be updated and will be brought before the Council.

This item was Read.

5. CONSENT AGENDA

A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, to adopt the consent agenda. The motion passed BY VOICE VOTE.

MIN-11:054 Minutes for the City Council meeting on June 21, 2011.

Attachments: [Minutes](#)

This item was PASSED on the consent agenda.

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

6. NEW BUSINESS

7. UNFINISHED BUSINESS

ORDINANCES ON SECOND READING

ORD-11:048 AN ORDINANCE TO AMEND CHAPTER 117, KNOWN AS THE ZONING ORDINANCE PROVIDING FOR CHANGES IN ZONING BOUNDARIES FROM R-1 TO RM-8 LUO FOR PROPERTY LOCATED AT 5306 APT DRIVE AS REQUESTED BY TOBY ALEXANDER AND JACK WHITEHEAD

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

Councilman Street questioned whether there has been any opposition. Mr. Spriggs answered no.

Councilman Street motioned, seconded by Councilman Coleman, to suspend the rules and waive second and third readings. All voted aye.

A motion was made by Councilman John Street, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover; Ann Williams; Charles Frierson; Chris Moore; John Street; Mitch Johnson; Tim McCall; Gene Vance; Chris Gibson; Rennell Woods; Mikel Fears and Charles Coleman

Enactment No: O-EN-037-2011

ITEMS THAT HAVE BEEN HELD IN COUNCIL

ORD-11:042 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-4 LUO LOCATED AT 3406 SOUTH CULBERHOUSE STREET AS REQUESTED BY THE FOOD BANK OF NEA

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

Mayor Perrin explained the history of this item on previous Council agendas. He noted the ordinance has been read three times. City Attorney Phillip Crego stated the Council now has two options in order to proceed with a vote on the proposed

amended ordinance: to have the previous motions withdrawn in order to revert back to a second reading status or to reconsider the ordinance. Councilman Moore asked to clarify that if the Council denies the ordinance tonight, the Council can then vote at the next meeting to reconsider the ordinance. City Attorney Crego agreed.

Councilman Vance expressed concern over delaying the rezoning further and asked what can be done to allow the Food Bank to present the amended ordinance tonight. City Attorney Crego explained the Council member who made the motion to place it on third reading can withdraw their motion as long as the person who seconded the motion approves. That will allow the ordinance to go back to second reading status. Councilman Moore expressed interest in withdrawing the motions for the second and third readings in order to start back at first reading so the public will have time to review the proposed amended ordinance.

Ms. Christie Jordan, executive director of the Food Bank, stated even though she and City Planner Otis Spriggs have amended the ordinance at the Council's request, further review may need to be done. She asked for input from the Council regarding inclusions and exclusions for the property. She explained they intend to protect the surrounding neighborhood, so they do not want to see anything inappropriate on the property. She added she thinks they are closer to agreement with what the Council wants. Ms. Jordan stated they don't want to restrict the property so much that it would be vacant after they stop utilizing it. She provided the Council copies of the proposed amended ordinance and what will and won't be allowed with the C-4 zoning.

City Clerk Donna Jackson informed the Council that at the June 7th City Council meeting Councilman Frierson made the motion, with Councilman Vance seconding, to place the ordinance on third reading.

Councilman Frierson motioned, seconded by Councilman Vance, to rescind the motion for the third reading. All voted aye, with the exception of Councilman Woods who abstained from voting. Mayor Perrin clarified the ordinance is now back to second reading. City Attorney Crego agreed.

Ms. Jordan then asked the Council for direction regarding the list of exclusions the Council is looking for, so they can adequately address the concerns. Councilman Moore stated he would like the zoning to restrict the property to warehouse only, with no on-site sales. Ms. Jordan agreed with that due to the limited parking. Mr. Spriggs explained they took out anything related to retail. Councilman Moore referred to the list of businesses that would be allowed and reiterated that he did not want to include anything with sales, including retail and daycares. Ms. Jordan added they need to review the ordinance further.

Councilman Johnson stated the zoning need to be narrowed down to very few options, so there are no problems in the future.

Ms. Jordan stated they will review the ordinance again and provide an amended ordinance for the Council's consideration at the next meeting. She then questioned if the amended ordinance will be on the next Council agenda after it is provided to the City Clerk. City Clerk Jackson answered no, but it will be provided to the Council members for them to place on the agenda. She explained the Council will have to vote to amend the ordinance.

A motion was made by Councilman Chris Moore, seconded by Councilman John Street, that this matter be Postponed Temporarily . The motion PASSED by a unanimous vote.

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

8. MAYOR'S REPORTS

Mayor Perrin reported on the following items:

He announced Ms. Emma Agnew has been hired to be in the CDBG Department.

The Ivy Green detention pond project should start this week.

He is meeting with Councilwoman Williams tomorrow to work on a timeline for the non-uniform pension plan.

He thanked the Police and Fire Departments for their work at 4th in the Forest. Over 2,700 cars were in attendance during the day.

Legislative Audit is still at the City. He is expecting them to finish their work at the end of the month.

9. CITY COUNCIL REPORTS

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and place RES-11:113, RES-11:112 and ORD-11:051 on the agenda. All voted aye.

Councilman Street questioned why those items were being walked on the agenda tonight. Mayor Perrin stated one of the resolutions and the ordinance will allow the City to start charging to use the incinerator. They will be sending out letters to all of the related businesses to notify them. The other resolution is a sale for property on Nestle Road.

RES-11:112 A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO SELL PROPERTY LOCATED AT 6600 NESTLE ROAD

Sponsors: Mayor's Office

Attachments: [Offer.pdf](#)
[Survey.pdf](#)
[Warranty Deed.pdf](#)

A motion was made by Councilman John Street, seconded by Councilman Charles Coleman, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: R-EN-076-2011

RES-11:113 RESOLUTION TO ESTABLISH A TIPPING FEE FOR THE CITY OF JONESBORO INCINERATOR

Sponsors: Sanitation

A motion was made by Councilman John Street, seconded by Councilwoman

Ann Williams, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: R-EN-077-2011

ORD-11:051 ORDINANCE AMENDING THE JONESBORO CODE OF ORDINANCES, §54-43, KNOWN AS YARD WASTE COLLECTION, FOR THE PURPOSE OF ESTABLISHING A TIPPING FEE FOR THE CITY OF JONESBORO SANITATION INCINERATOR

Sponsors: Sanitation

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

Councilman Street motioned, seconded by Councilman Moore, to suspend the rules and waive second and third readings. All voted aye.

After passage of the ordinance, Councilman Dover motioned, seconded by Councilman Moore, to adopt the emergency clause. All voted aye.

A motion was made by Councilman John Street, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-038-2011

Councilwoman Williams motioned, seconded by Councilman Dover, to suspend the rules and place ORD-11:052 and ORD-11:054 on the agenda. All voted aye.

ORD-11:052 AN ORDINANCE TO AMEND THE 2011 ANNUAL BUDGET AND THE CITY SALARY & ADMINISTRATION PLAN FOR THE CITY OF JONESBORO TO ADD A CDBG PROJECT COORDINATOR TO THE CDBG DEPARTMENT

Sponsors: Finance, Human Resources and Community Development

Attachments: [CDBG Project Coor - 30809](#)

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

Councilwoman Williams motioned, seconded by Councilman Moore, to suspend the rules and waive second and third readings. All voted aye.

After passage of the ordinance, Councilwoman Williams motioned, seconded by Councilman Gibson, to adopt the emergency clause. All voted aye.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-039-2011

ORD-11:054 AN ORDINANCE TO AMEND THE JONESBORO CODE OF ORDINANCES, § 2-576, KNOWN AS PROCUREMENT OF PROFESSIONAL SERVICES, BY ADDING THE SERVICE OF A HOUSING NEEDS MARKET ANALYST

Sponsors: Grants and Planning

Attachments: [Jonesboro Arkansas Assessment Proposal JQUAD](#)

Councilwoman Williams offered the ordinance for first reading by title only.

Mayor Perrin noted there have been several walk-ons tonight. He stated while he does not like to walk things on, they had several items that needed to be taken care of. He explained professional services does not address housing studies. They approached the Housing and Health Care Facilities Board to pay for a housing study for the whole City. The ordinance is needed in order to accept the money from the Board to pay for the study. He added the Board will be meeting later this week, which is why the ordinance is being walked on tonight.

Councilwoman Williams motioned, seconded by Councilman Woods, to suspend the rules and waive second and third readings. All voted aye.

After passage of the ordinance, Councilwoman Williams motioned, seconded by Councilman Moore, to adopt the emergency clause. All voted aye.

A motion was made by Councilwoman Ann Williams, seconded by Councilman Chris Moore, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

Enactment No: O-EN-040-2011

Councilman Moore discussed the walk-ons. He noted there were no items under New Business, but five walk-ons were added to the agenda. He stated the number needs to come down. Mayor Perrin agreed.

10. PUBLIC COMMENTS

Parks Employee Larry Jackson discussed the meaning of the 4th of July holiday. He then discussed the 4th in the Forest celebration. He stated it was a wonderful show and thanked the reserve officers, Sanitation employees and other employees who were in attendance and volunteered. Mayor Perrin also discussed Craighead Forest and the improvements at the park.

11. ADJOURNMENT

A motion was made by Councilman Gene Vance, seconded by Councilman

Charles Coleman, that this meeting be Adjourned . The motion PASSED by a unanimous vote

Aye: 12 - Darrel Dover;Ann Williams;Charles Frierson;Chris Moore;John Street;Mitch Johnson;Tim McCall;Gene Vance;Chris Gibson;Rennell Woods;Mikel Fears and Charles Coleman

_____ Date: _____
Harold Perrin, Mayor

Attest:

_____ Date: _____
Donna Jackson, City Clerk



Legislation Details (With Text)

File #:	RES-11:106	Version:	1	Name:	Maintenance agreement for Horseshoe Trail Estates
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	6/7/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HORSESHOE TRAIL ESTATES, PHASE 1, A RESIDENTIAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:					
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
7/5/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR HORSESHOE TRAIL ESTATES, PHASE 1, A RESIDENTIAL SUBDIVISION

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, HLB Investments, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Horseshoe Trail Estates, Phase 1 development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with HLB Investments, LLC and authorizes the filing of a record plat for Horseshoe Trail Estates, Phase 1 development.

Section 2: 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.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Horseshoe Trail Estates, Phase 4
Project Address: SAM
Owner(s): HLB Investments LLC
Owner Address: 509 Jill Dr
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 6 day of June, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and HLB Investments, LLC, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Horseshoe Trail Estates, Phase 4 as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	<u>Dennis Burkes</u> Printed Name	<u>DCC RR</u> Signature	<u>6-6-11</u> Date
Owner/Agent:	<u>Nancy Burkes</u> Printed Name	<u>Nancy Burkes</u> Signature	<u>6-6-11</u> Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Dennis + Nancy Burks 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 6th day of June, 2014.

Beverly Craig
Notary Public (Printed Name)

Beverly Craig
Notary Public (Signature)



My Commission Expires: 2-25-2020

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #: RES-11:115 **Version:** 1 **Name:** Free utilities for Dan Avenue locations
Type: Resolution **Status:** Recommended to Council
File created: 6/27/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: A RESOLUTION REQUESTING FREE UTILITIES AT 2609 DAN AVENUE, 2611 DAN AVENUE, AND 2613 DAN AVENUE FOR THE CITY OF JONESBORO
Sponsors: Engineering
Indexes: Utility service from CWL
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
7/5/2011	1	Public Works Council Committee		

Title

A RESOLUTION REQUESTING FREE UTILITIES AT 2609 DAN AVENUE, 2611 DAN AVENUE, AND 2613 DAN AVENUE FOR THE CITY OF JONESBORO

Body

WHEREAS, the City of Jonesboro is requesting the City Water and Light Plant of Jonesboro provide free utilities at the following locations:

2609 Dan Avenue (Vehicle Storage)
2611 Dan Avenue (Aggregate Storage)
2613 Dan Avenue (Fuel Depot)

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

Section 1. That City Water and Light Plant of Jonesboro be requested by this resolution to provide free utilities to the locations listed above.

Section 2. To permit such services to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CWL utilities so provided is now and shall remain a use or purpose which the City is engaged in as part of its governmental or proprietary functions under authority to it by state law.



Legislation Details (With Text)

File #:	RES-11:116	Version:	1	Name:	Maintenance agreement for Pierce-Barco Minor Plat
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	6/28/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR PIERCE-BARCO MINOR PLAT, A RESIDENTAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
7/5/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR PIERCE-BARCO MINOR PLAT, A RESIDENTAL SUBDIVISION

..Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Brittany Pierce has submitted a Maintenance Agreement for Stormwater Management Facilities for Pierce-Barco Minor Plat;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Brittany Pierce and authorizes the filing of a record plat for Pierce-Barco Minor Plat.

Section 2: 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.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Pierce - Barco Minor Plat
Project Address: 1020 E Thomas Green
Owner(s): Bathany Pierce
Owner Address: 1020 E Thomas Green
City: Jonesboro State: AK Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 27 day of June, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Bathany Pierce, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for 1020 E Thomas Green as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	<u>Brittany Pierce</u> Printed Name	 Signature	<u>6/27/2011</u> Date
Owner/Agent:	_____ Printed Name	_____ Signature	_____ Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Brittany Perce 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 27 day of June 2011.

Patricia Parsons
Notary Public (Printed Name)

Patricia Parsons
Notary Public (Signature)



My Commission Expires: 12/28/14

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #: RES-11:117 **Version:** 1 **Name:** Maintenance agreement for Vaden Replat
Type: Resolution **Status:** Recommended to Council
File created: 6/28/2011 **In control:** Public Works Council Committee
On agenda: **Final action:**

Title: A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VADEN REPLAT, A COMMERCIAL SUBDIVISION
Sponsors: Engineering
Indexes: Contract
Code sections:
Attachments: [Maintenance Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
7/5/2011	1	Public Works Council Committee		

Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR VADEN REPLAT, A COMMERCIAL SUBDIVISION

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Brad Vaden and Professional Title have submitted a Maintenance Agreement for Stormwater Management Facilities for Vaden Replat;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

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

Section 1. That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Brad Vaden and Professional Title and authorizes the filing of a record plat for Vaden Replat.

Section 2: 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.

RP 11-29

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Vaden Replat (Team Clean / Professional Title)
Project Address: 740 and 730 Southwest Drive (respectively)
Owner(s): Brad Vaden and Professional Title (respectively)
Owner Address: Team Clean

Owner Address: Professional Title – 906 "A" Southwest Drive
City: Jonesboro **State:** AR **Zip Code:** 72401

City of Jonesboro ARKANSAS	DATE <u>06-17-11</u> FILE # <u>RP 11-29</u>
<input checked="" type="checkbox"/> FINAL APPROVAL	
<input type="checkbox"/> PRELIMINARY (NOT FOR RECORDING)	
APPROVED BY:	
PLANNING DEPT	_____
ENGINEERING DEPT	_____

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 8th day of June, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Brad Vaden, and Professional Title, hereinafter called the "Developers".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Vaden Replat of Part of Lot 6 of Melton Manor Addition, Jonesboro, Arkansas, as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System and which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any homeowner association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City.
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.
8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent:	<i>Professional Telle Co.</i>	<i>Carroll Caldwell</i>	<i>6/10/11</i>
	Printed Name	Signature <i>member</i>	Date
Owner/Agent:	<i>Team Clean</i>	<i>Brad Vaden</i>	<i>6/10/11</i>
	Printed Name	Signature <i>Brad Vaden</i>	Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Carroll Caldwell 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 10 day of June, 2011.

Lisa Thompson
Notary Public (Printed Name)

Lisa Thompson
Notary Public (Signature)



My Commission Expires: 9-09-2015

Accepted by:

Mayor

Date

City Clerk

Date

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Brad Warden 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 16th day of June, 2014.

GAIL CARDWELL
Notary Public (Printed Name)

Gail Cardwell
Notary Public (Signature)



My Commission Expires: 6-19-2019

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-11:118	Version:	1	Name:	Contract with Bailey Contractors for administration office building
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/1/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - ADMINISTRATION OFFICE BUILDING - JOB NO. 2011:24				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract Bailey - Proposal.pdf BidTab.pdf				

Date	Ver.	Action By	Action	Result
7/12/2011	1	Public Works Council Committee		

Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - ADMINISTRATION OFFICE BUILDING - JOB NO. 2011:24

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the City of Jonesboro - Administration Office Building - Job No. 2011:24;

WHEREAS, the low bidder and the firm selected for the construction of the City of Jonesboro - Administration Office Building - Job No. 2011:24 is Bailey Contractors, Inc.;

WHEREAS, Bailey Construction, Inc. has bid \$1,179,500.00 for the construction of the City of Jonesboro - Administration Office Building - Job. No. 2011:24

WHEREAS, the funding for the execution of the contract shall come from the 2011 Capital Improvements budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. That the City of Jonesboro shall accept the low bid and enter into a contract with Bailey Contractors, Inc. in the new amount of \$1,179,500.00 for the construction of the City of Jonesboro - Administration Office Building - Job. No. 2011:24;

Section 2. The funding for the execution of the contract shall come from the 2011 Capital Improvements budget and compensation shall be paid in accordance with the contract documents.

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

Embedded Secure Document

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is

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CITY OF JONESBORO OFFICE ADMINISTRATION BUILDING
1-3628-11H

SECTION 00 4100 - BID FORM
THE PROJECT AND THE PARTIES

1.1 TO:

- A. City of Jonesboro
- B. Jonesboro, Arkansas

1.2 FOR:

1.3 Construction of proposed City of Jonesboro Administration Office Building

1.4 DATE: 0-29-11 (Bidder to enter date)

1.5 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Bailey Contractors Inc.
 - 1. Address 101 CR 130
 - 2. City, State, Zip Bono, Ar. 72410

1.6 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stuck Associates, PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of: \$ 1,179,500.00
- B. Alternates: See Section 004320, if applicable. ONE MILLION ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED DOLLARS
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- E. The offer includes payment of wages and benefits in accordance with the included Wage Determination.
- F. The cost to provide all temporary shoring as required under state and federal regulation:
 - 1. \$ FIVE HUNDRED dollars (\$ 500.00)

CITY OF JONESBORO OFFICE ADMINISTRATION BUILDING
1-3628-11H

1.7 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by the City of Jonesboro within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within five days of receipt of Notice of Award.
 3. Commence work within ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the City of Jonesboro by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.8 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 36 calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.9 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 12 percent overhead and profit on the net cost of our own Work;
 2. 12 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to The City of Jonesboro shall be Architect-approved net cost plus 6 of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

CITY OF JONESBORO OFFICE ADMINISTRATION BUILDING
1-3628-11H

1. Addendum # 1 Dated 6-22-11
2. Addendum # 2 Dated 6-23-11

1.11 BID FORM SUPPLEMENTS

A. The following information is included with Bid submission:

1. Subcontractors:

- a. Electrical: Kevin Cook Electric 0167730412
- b. HVAC: RGB Sheet Metal 009421211
- c. Plumbing: Adams & Cooper Plumbing 0010620312
- d. Fire Protection: N/A
- e. Roofing: BAILEY CONTRACTORS INC 0180240412

1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. BAILEY CONTRACTORS INC.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Kevin Bailey President

F. (Authorized signing officer, Title)

G. (Seal)

H. Kevin Bailey, President

I. (Authorized signing officer, Title)

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 101 CR 130, Bono, AR 72416**

as Principal, hereinafter called the Principal, and **RLI Insurance Company**

a corporation duly organized under the laws of the State of **Illinois**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, Arkansas; 515 West Washington Ave., P.O. Box 1845, Jonesboro, AR 72403**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Office Administration Facility; 2603 Dan Avenue, Jonesboro, Arkansas**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed **29th** day of **June**, 2011.

Sara Bailey
(Witness)

Bailey Contractors, Inc.
{ *Sara Bailey* (Principal) (Seal)
President (Title)

Morgan McAndrews
(Witness)

RLI Insurance Company
{ *Richard H Whitley* (Surety) (Seal)
Richard H Whitley (Title)

Morgan McAndrews

Richard H Whitley, Attorney-in-fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Michael A. McDaniel, Richard H. Whitley, jointly or severally,

in the City of Germantown, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of June, 2011.



RLI Insurance Company

Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

On this 7th day of June, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 29th day of June, 2011.

Cherie L. Montgomery
 Cherie L. Montgomery Notary Public

RLI Insurance Company

Roy C. Die Vice President



Bid Tabulation Form

PROJECT:1-3628-11H (City Of Jonesboro Office Administration Facility)

BID DATE: 06-29-2011

Contractor's Name & License #	Bid Bond	Addenda			Base Bid	Subcontractors	Bid Signed
		1	2	3			
Bailey Contractors # 0180240412	X	X	X		\$1,179,500.00 \$500.00 36 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: Kevin Cook Elect 0167730412 PLUMB: Adams & Cooper 0016620312 R/SM: Bailey 0180240412	X
Hitt Construction	X	X	X		\$1,516,000.00 \$0.00 38 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: KCE Electrical PLUMB: Canyon Plumbing R/SM Alliance Steel /JDS Construction	X
KMC General Contractors #0025550412	X	X	X		\$1,312,245.00 \$800.00 36 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: Stewart Electric 0018820412 PLUMB: Adams & Cooper 0016620312 R/SM KMC General Contractors 0025550412	X
Tate General Contractors #0027550412	X	X	X		\$1,246,408.00 36 Weeks	HVAC: RGB Sheet Metal 0009621211 ELEC: Kevin Cook Elect 0167730412 PLUMB: Adams & Cooper 0016620312 R/SM Tate General 0027550412	X
Ogeen Project Services	No Bid					HVAC: ELEC: PLUMB: R/SM	
Stonebridge Construction	No Bid					HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	

I certify that this is a true copy.

Joey Nave

State of Arkansas, County of Craighead Subscribed & Sworn before me this 29th day of June, 2011.

Michelle M Wilcox Notary Public





Legislation Details (With Text)

File #:	RES-11:119	Version:	1	Name:	Contract with Bailey Contractors for the fueling depot facility
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/1/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - FUELING DEPOT FACILITY - JOB NO. 2011:23				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract Proposal.pdf Bid tab				

Date	Ver.	Action By	Action	Result
7/12/2011	1	Public Works Council Committee		

Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH BAILEY CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE CITY OF JONESBORO - FUELING DEPOT FACILITY - JOB NO. 2011:23

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the City of Jonesboro - Fueling Depot Facility - Job No. 2011:23;

WHEREAS, the low bidder and the firm selected for the construction of the City of Jonesboro - Fueling Depot Facility - Job No. 2011:23 is Bailey Contractors, Inc.;

WHEREAS, Bailey Construction, Inc. has bid \$686,226.00 for the construction of the City of Jonesboro - Fueling Depot Facility - Job. No. 2011:23;

WHEREAS, the funding for the execution of the contract shall come from the 2011 Capital Improvements budget and compensation shall be paid in accordance with the contract documents.

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

Section 1. . That the City of Jonesboro shall accept the low bid and enter into a contract with Bailey Contractors, Inc. in the new amount of \$686,226.00 for the construction of the City of Jonesboro - Fueling Depot Facility - Job. No. 2011:23;

Section 2. The funding for the execution of the contract shall come from the 2011 Capital Improvements budget and compensation shall be paid in accordance with the contract documents

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

Embedded Secure Document

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is a secure document that has been embedded in this

document. Double click the pushpin to view.



SECTION 00 4100 - BID FORM
THE PROJECT AND THE PARTIES

1.1 TO:

- A. City of Jonesboro
- B. Jonesboro, Arkansas

1.2 FOR:

1.3 Construction of proposed City of Jonesboro Fueling Depot Facility

1.4 DATE: 6/15/11 (Bidder to enter date)

1.5 SUBMITTED BY: (Bidder to enter name and address)

- A. Bidder's Full Name Bailey Contractors, Inc.
 - 1. Address 101 CR 130
 - 2. City, State, Zip Bono, Ar. 72410

1.6 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stuck Associates, PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- 1. Six Hundred Eighty Six Thousand
Two Hundred Twenty Six dollars (\$ 686,226⁰⁰)
- 2. THIS INCLUDES THE ALLOWANCE(S) STIPULATED WITHIN THIS PROJECT MANUAL

- B. Alternates: See Section 004320.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- E. The offer includes payment of wages and benefits in accordance with the included Wage Determination.
- F. The cost to provide all temporary shoring as required under state and federal

- C. The successful bidder will be required to furnish owner with proof of insurance as prescribed by the general conditions and supplementary conditions.

1.29 RESERVATIONS

- A. The invitation to bid does not commit the owner to award a contract, to pay any costs incurred in the preparation of a bid in response to this invitation, or to procure or contract for services or supplies. The owner reserves the right to accept, or reject, in part or its entirety, any bid received as a result of this invitation, if it is in the best interest of the owner to do so.

END OF INSTRUCTIONS TO BIDDERS

regulation:

1. \$ Five Hundred dollars (\$ 500.00)

1.7 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by the City of Jonesboro within the time period stated above, we will:
 1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within five days of receipt of Notice of Award.
 3. Commence work within ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the City of Jonesboro by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.8 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 18 calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

1.9 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 1. 12 percent overhead and profit on the net cost of our own Work;
 2. 12 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to The City of Jonesboro shall be Architect-approved net cost plus 0 of the overhead and profit percentage noted above.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

- 1. Addendum # 1 Dated 6-10-11
- 2. Addendum # _____ Dated _____

1.11 BID FORM SUPPLEMENTS

A. The following information is included with Bid submission:

- 1. Subcontractors:
 - a. Electrical: Kevin Cook Electric 01107730412 Lic.#
 - b. HVAC: N/A
 - c. Plumbing: Adams & Cooper Plumbing Co. Inc. Lic.# 00116020312
 - d. Fire Protection: N/A
 - e. Roofing: Bailey Contractors Inc. Lic.# 0190240412

1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. Bailey Contractors Inc.

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Kevin Bailey, President

F. (Authorized signing officer, Title)

G. (Seal)
H. Kevin Bailey on

I. (Authorized signing officer, Title)

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Bailey Contractors, Inc., 101 CR 130, Bono, AR 72416**

as Principal, hereinafter called the Principal, and **RLI Insurance Company**

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Jonesboro, Arkansas; 515 West Washington Ave., P.O. Box 1845, Jonesboro, AR 72403**

as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars(\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fueling Depot Facility; 2603 Dan Avenue, Jonesboro, AR**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed 15th day of **June** , 2011.

Lara Bailey a.m.
(Witness)

Bailey Contractors, Inc.

Lara Bailey (Principal) (Seal)
President

(Title)

Morgan McAndrews
(Witness)
Morgan McAndrews

RLI Insurance Company

(Surety) (Seal)
Richard H. Whitley
(Title)
Richard H Whitley, Attorney-in-fact



RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Michael A. McDaniel, Richard H. Whitley, jointly or severally.

in the City of Germantown, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of May, 2011.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

Roy C. Die Vice President

CERTIFICATE

On this 4th day of May, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 15th day of June, 2011.

Cherie L. Montgomery
 Cherie L. Montgomery Notary Public

RLI Insurance Company

Roy C. Die Vice President



BID TABULATION FORM

PROJECT: 1-3628-11G

(City Of Jonesboro Fueling Depot Facility)

BID DATE: 06-15-2011

Contractor's Name & License #	Bid Bond	Addenda			Base Bid	Subcontractors	Bid Signed
		1	2	3			
Bailey Contractors # 0180240412	X	X			\$686,226.000 18 Weeks	HVAC: N/A ELEC: Kevin Cook Elect # 0167730412 PLUMB: Adams Cooper #0016620312 Roofing: Bailey Contractors #0180240412	X
Stonebridge Construction	No Bid					HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	
						HVAC: ELEC: PLUMB: R/SM	

I certify that this is a true copy.

Joey Marx

State of Arkansas, County of Craighead Subscribed & Sworn before me this 15th day of June, 2011.

Michelle M Wilcox Notary Public





Legislation Details (With Text)

File #:	RES-11:120	Version:	1	Name:	Contract with Trac Works for industrial rail spur facility
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/1/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC WORKS, INC. FOR THE INDUSTRIAL RAIL SPUR FACILITY - SECTION II/TRACK CONSTRUCTION - JOB NO. 2011:27				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract Proposal Letter of Recommendation.pdf Bid Tab.pdf				

Date	Ver.	Action By	Action	Result
7/12/2011	1	Public Works Council Committee		

Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH TRAC WORKS, INC. FOR THE INDUSTRIAL RAIL SPUR FACILITY - SECTION II/TRACK CONSTRUCTION - JOB NO. 2011:27

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the Industrial Rail Spur Expansion - Section II/Track Construction - Job No. 2011:27;

WHEREAS, the low bidder and the firm selected for the Industrial Rail Spur Expansion - Section II/Track Construction - Job No. 2011:27 is Trac Works, Inc.;

WHEREAS, Trac Works, Inc. has bid \$1,322,756.96 for the Industrial Rail Spur Expansion - Section II/Track Construction - Job. No. 2011:27;

WHEREAS, the funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$661,378.48, from the Arkansas Economic Development Commission, 40%, or \$529,102.78 from the Economic Development Administration, and 10%, or \$132,275.70 from the FY 2011 capital improvements budget.

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 Trac Works, Inc. in the new amount of \$1,322,756.96 for the Industrial Rail Spur Expansion - Section II/Track Construction - Job. No. 2011:27.

Section 2. the funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$661,378.48, from the Arkansas Economic Development Commission, 40%, or \$529,102.78 from the Economic Development Administration, and 10%, or \$132,275.70 from the FY 2011 capital improvements budget.

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.

Attachment 1H
Contract and General Conditions

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between _____, hereinafter called the "Contractor" and City of Jonesboro, hereinafter called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

A. The Contractor shall

1. Furnish all labor, materials, tools, machinery, supervision and services necessary to perform all of the work in accordance with the description of work consisting of all plans, specifications, and supplemental contract documentation, dated _____ for work defined in City of Jonesboro, Arkansas, for the sum of \$_____.
2. Perform all work timely and diligently in a good and workmanlike manner using approved or equal materials as specified by the Grantee.
3. Begin work within 10 calendar days of receipt of the written Notice to Proceed and shall complete the work within _____* calendar days thereafter.
* Section I: _____
* Section II: _____
4. Carry Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Arkansas for all persons engaged in work at the site; and carry Contractor's Public Liability and Property Damage Insurance and Comprehensive Automobile Liability Insurance.
5. Furnish, before beginning the work, a Certificate of Insurance showing compliance with the provisions of Section A, Paragraph 4 above.
6. Keep the premises clean and orderly during the work and upon substantial completion of the contract, remove all rubbish, tools, scaffolding, and surplus materials from and about the site(s) and leave the work and premises consistent with prior appearance or equivalent. Material and equipment that have been removed and replaced as part of the work shall belong to the contractor.

Not assign the contract without written consent from the Owner.

8. Guarantee the work performed for a period of twelve months from the date of final acceptance of all work required by this contract. Furthermore, furnish the Owner and the Grantee with all manufacturer's and supplier's

written guarantees and warranties covering materials and equipment furnished under this contract.

9. Furnish the Owner, upon completion of the work and upon final payment by the Owner, a Release of Lien Form certifying that all charges for materials, labor, and/or any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid in full.
10. Defend, indemnify and hold harmless the Owner, the Arkansas Economic Development Commission, their agents or employees from and against any and all claims for injuries or damages to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract. Furthermore, shall assume all liability and responsibility for injuries, claims or suits for damages, to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract.

B. The Owner shall

1. Not make, or permit to be made, any changes to the description of work, without written approval from the Economic Development Commission.
2. Permit the contractor to use existing utilities such as lights, heat, power and water necessary to carry out and complete the work as specified.
3. Cooperate with the contractor to facilitate the performance of the work.
4. Issue a written Notice to Proceed to the contractor within ten (10) days from the date of this agreement.

C. Method of Compensation:

1. Payment for work shall be on percentage complete, plus on-site stored materials minus retainage. Final payment shall be made after: a Certificate of Substantial Completion has been executed; Economic Development Commission has received the contractor's Final Invoice and a satisfactory release of liens, or claims for liens, by subcontractors, laborers and material supplies for completed work or installed materials; and, after a final inspection has been conducted.
2. The contractor shall be liable for and shall pay to the Owner the sum of \$_____ as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion date (Section A, Paragraph 3) or as modified by a properly executed Change Order until such work is satisfactorily completed and accepted by the Owner and Grantee.

D. **General Provisions:**

1. The contractor agrees to perform all contract work as specified, and the Owner agrees that neither he nor the members of his family, his tenants, agents, or employees will hinder the contractor or his work.
2. The contractor shall take affirmative steps to ensure that applicants for employment are not discriminated against in any manner prescribed by the Regulatory Requirements of this contract during employment. Employment activities shall include, but not be limited to employment, upgrading, demotion, or transfer; termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall post in conspicuous places, for employees and applicants for employment, notices setting forth the provisions, as stated, of the non-discrimination clause contained within the contract's Regulatory Requirements.
4. The contractor shall incorporate the foregoing requirements in all subcontracts.
5. In the event of any breach of this contract by the contractor, the Owner and the Grantee may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor.
6. This contract embodies all of the representations, rights, duties, and obligations of the parties hereto, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties

**This Contract and All Terms and Conditions Contained Herein
Are Approved and Accepted as of the Date First Above Written.**

(Seal)

City of Jonesboro, Arkansas
(Owner)

By: _____
Harold Perrin, Jonesboro Mayor

ATTEST:

Donna Jackson, City Clerk

(SEAL)

(Contractor)

By: _____

ATTEST:

(Witness)

-Attachment C-

Bid Proposal for Unit Price "Line Item" Contract

City of Jonesboro, Arkansas (City/County), Arkansas

Proposed Industrial Park Rail Spur Expansion Type of Project

In the City of Jonesboro, Arkansas Location of Project

Grant # QACF 200712 ACEDP Project Number

Grant # 08-01-04307 EDA Project Number

As bidder, Trac-Work, Inc. (Insert name of corporation, partnership or individual), in accordance with your invitation for bids for the construction of the above-identified project, having examined all contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices as stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

TO: CITY OF JONESBORO
Attn: Mayor Harold Perrin
c/o City of Jonesboro
515 West Washington Ave.
Jonesboro, AR 72401

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 43 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
<u>see attached list of completed jobs</u>			

2. That they have carefully examined the nature and the location of the work, the contract and specifications governing the same and hereby agree to complete the work covered in this proposal in strict conformity with all documents appended.

3. That they understand that a bid can be placed on an individual Section, or on both Sections. A low bidder will be chosen for each Section I and Section II, which could be the same bidder or two separate bidders.

4. That they have examined and familiarized themselves with the laws of Arkansas governing work of this class and safeguarding the public construction will conform to such laws.

5. That if awarded a contract, to commence the work within 10 days of receipt of the Notice to Proceed from the Owner and to fully complete it on or before the expiration of * days after the date of the Notice to Proceed. The bidder further agrees to pay as liquidated damaged, the sum of \$ ** for each consecutive calendar day thereafter as provided in the General Conditions.

*Section I - 90 Days; **\$ 300.00

*Section II - 90 Days; **\$ 300.00

6. That if awarded a contract, to furnish the Owner within ten days of the date of the award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

7. That the undersigned also acknowledges receipt and inclusion in this proposal of the following addendum or addenda:

Addendum No. 1 6/16/11 Addendum No. 3 6/27/11 _____

Addendum No. 2 6/24/11 _____ _____

8. That the undersigned does hereby offer to perform the whole of the work and to furnish all appurtenances, labor tools, machinery and equipment necessary for the work contemplated under these contracts in accordance with the specifications for roadbed and industrial spur tracks contained herein, as applicable, for the following unit prices and lump sum prices:

INDUSTRIAL RAIL SPUR FACILITY – SECTION II / TRACK CONSTRUCTION

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals <u>one hundred and twelve dollars and seventy five cents</u>	6,726	LF Dollars	<u>(\$ 112.75)</u>	<u>\$ 758,356.50 ✓</u>
2.	Remove/Reinstall Ex. Rail, Ties, etc. w/ 30% Tie Replacement <u>fifty six dollars and twenty eight cents</u>	125	LF Dollars	<u>(\$ 56.28)</u>	<u>\$ 7,035.00 ✓</u>
3.	Switches				
	a.) #11 LHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals) <u>fifty one thousand nine hundred seventy one dollars and fifty six cents</u>	2	Ea. Dollars	<u>(\$ 51,971.56)</u>	<u>\$ 103,943.12 ✓</u>
	b.) #11 RHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals) <u>fifty one thousand nine hundred seventy one dollars and fifty six cents</u>	2	Ea. Dollars	<u>(\$ 51,971.56)</u>	<u>\$ 103,943.12 ✓</u>
	c.) #11 RHTO (136#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals) <u>fifty eight thousand four hundred twenty two dollars and twelve cents</u>	1	Ea. Dollars	<u>(\$ 58,422.12)</u>	<u>\$ 58,422.12 ✓</u>
4.	115# Welded Rail Through Crossing <u>eighty three dollars and thirty one cents</u>	190	LF Dollars	<u>(\$ 83.31)</u>	<u>\$ 15,828.90 ✓</u>
5.	Pre-Cast Concrete Grade Crossing w/ 10' Wood Ties <u>six hundred thirty dollars and thirty two cents</u>	190	LF Dollars	<u>(\$ 630.32)</u>	<u>\$ 119,760.80 ✓</u>
6.	Crossing Protection Frito Lay Drive ACDC System				
	a.) Complete Signal House <u>thirty four thousand eight hundred twelve dollars and twenty three cents</u>	100%	LS Dollars	<u>(\$ 34,812.23)</u>	<u>\$ 34,812.23 ✓</u>

	b.) Signal & Box Foundations	100%	LS		
	<u>six thousand seventy seven dollars and no cents</u>		Dollars	(\$ <u>6,077.00</u>)	\$ <u>6,077.00</u> ✓
	c.) Meter Underground Wiring & Track Bonding	100%	LS		
	<u>thirteen thousand fifty five dollars and fifty one cents</u>		Dollars	(\$ <u>13,055.51</u>)	\$ <u>13,055.51</u> ✓
	d.) Signals, Post, and Field Testing	100%	LS		
	<u>eleven thousand two hundred eighteen dollars and no cents</u>		Dollars	(\$ <u>11,218.00</u>)	\$ <u>11,218.00</u> ✓
	e.) Insulated Joints incl. Switches	100%	LS		
	<u>four thousand two hundred dollars and no cents</u>		Dollars	(\$ <u>4,200.00</u>)	\$ <u>4,200.00</u> ✓
7.	Crossing Protection C.W. Post Road ACDC System				
	a.) Complete Signal House	100%	LS		
	<u>thirty five thousand seven hundred twenty eight dollars and thirty three cents</u>		Dollars	(\$ <u>35,728.33</u>)	\$ <u>35,728.33</u> ✓
	b.) Signal & Box Foundations	100%	LS		
	<u>six thousand sixty two dollars and no cents</u>		Dollars	(\$ <u>6,062.00</u>)	\$ <u>6,062.00</u> ✓
	c.) Meter Underground Wiring & Track Bonding	100%	LS		
	<u>thirteen thousand three hundred sixty six dollars and no cents</u>		Dollars	(\$ <u>13,366.00</u>)	\$ <u>13,366.00</u> ✓
	d.) Signals, Post, and Field Testing	100%	LS		
	<u>ten thousand seven hundred seventy seven dollars and no cents</u>		Dollars	(\$ <u>10,777.00</u>)	\$ <u>10,777.00</u> ✓
	e.) Insulated Joints incl. Switches	100%	LS		
	<u>four thousand two hundred dollars and no cents</u>		Dollars	(\$ <u>4,200.00</u>)	\$ <u>4,200.00</u> ✓
8.	Dirt Bumper	2	Ea.		
	<u>six hundred dollars and no cents</u>		Dollars	(\$ <u>600.00</u>)	\$ <u>1,200.00</u> ✓

9. Payment & Performance Bond 100% LS
 fourteen thousand seven hundred seventy one thousand
 and thirty three cents _____ Dollars (\$ 14,771.33) \$ 14,771.33 ✓

TOTAL: SECTION II RAIL CONSTRUCTION \$ 1,322,756.96 ✓

* * * * *

SECTION II DEDUCTIVE ALTERNATES

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1A.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals one hundred fourteen dollars and three cents	2,000	LF Dollars	(\$ <u>114.03</u>)	\$ <u>228,060.00</u> ✓

TOTAL: SECTION II DEDUCTIVE ALTERNATES \$ 228,060.00

TOTAL: SECTION II WITH DEDUCTIVE ALT'S \$ ~~1,550,816.96~~ **1,094,636.9**

* * * * *

9. The bidder proposes to use the following equipment or material on the construction of TRACK:

A. RAIL

Supplier's Name: Atlantic Track and Turnout

B. BALLAST

Supplier's Name: Bradley Contracting

C. SWITCHES

Manufacturer's or Supplier's Name: Southeastern Frog and Switch

D. TIES

Supplier's Name: Koppers, Inc.

10. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails will be Number One relay according to Burlington Northern Santa Fe Standards. The rail may be measured again once shipped to the site. Rail not meeting the standards will be rejected.

11. The bidder proposes to use the following subcontractors to construct a portion of the project:

A. Name: Progress Rail Services
 Address: P.O. Box 9127 Louisville, KY 40209
 Brief List of Work: Signals
 Approximate Amount of Subcontract: \$ 120,000.00

B. Name: _____
 Address: _____
 Brief List of Work: _____
 Approximate Amount of Subcontract: \$ _____

C. Name: _____
 Address: _____
 Brief List of Work: _____
 Approximate Amount of Subcontract \$ _____

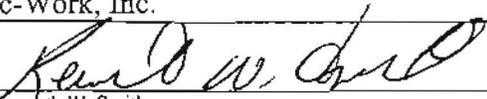
12. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract.

13. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract to the bidder that is deemed to have presented the proposal that is in the best interest of the Owner.

14. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

RESPECTFULLY SUBMITTED

Trac-Work, Inc.

By 
 Kenneth W. Smith

Title Senior Vice-President

Address P.O. Box 550

Ennis, TX 75120

Arkansas License Number 0035070411

TRAC-WORK, INC.
LARGEST JOBS COMPLETED IN LAST THREE YEARS
3/31/2011

JOB NUMBER	JOB DESCRIPTION	JOB ADDRESS	JOB ST	COMPLETE DATE	CONTRACT DATE	CONTRACT AMOUNT
328005	ADAMANA SPUR EXT.	HOLBROOK	AZ	03/03/09	01/07/08	\$7,241,417.44
117021	PANDA HEREFORD ETHANOL	HEREFORD	TX	11/30/09	04/18/07	\$6,036,364.28
238053	TOYOTA	TUPELO	MS	11/30/09	06/20/08	\$5,243,884.65
325021	CITY OF WICHITA RAIL	WICHITA	KS	06/01/10	03/09/05	\$5,189,378.81
328013	KOCH NITROGEN PLANT	ENID	OK	06/30/09	08/06/08	\$4,096,173.37
248016	DOSTER CONSTRUCTION	CALERA	AL	02/05/10	02/15/08	\$3,344,734.00
328014	KOCH NITROGEN PHASE 2	ENID	OK	12/02/09	09/10/08	\$3,342,683.72
329013	TXDOT	SAN ANGELO	TX	12/08/10	08/18/09	\$3,336,233.60
239040	PUL ALLIANCE	PONTOTOC	MS	12/31/10	07/30/09	\$3,269,223.87
137122	KOCH FOODS, INC.	MORTON	MS	06/05/09	11/30/07	\$3,254,767.18
216083	LAKE CHARLES HARBOR & T	LAKE CHARLES	LA	08/28/08	11/08/06	\$3,239,751.89
237089	CEMEX	SAN ANTONIO	TX	06/26/09	11/08/07	\$3,013,528.00
317062	SANDERSON FARMS	EASTERLY	TX	08/25/08	06/18/07	\$2,532,929.01
136143	PILGRIMS PRIDE	NATCHITOCHES	LA	04/03/09	12/29/06	\$2,309,443.75
117038	LITTLE ROCK PORT AUTH.	LITTLE ROCK	AR	10/02/08	09/18/07	\$2,280,250.77
248036	PILGRIM'S PRIDE CORP.	ENTERPRISE	AL	02/11/10	07/03/08	\$2,200,826.10
137112	MAY CONSTRUCTION CO.	LITTLE ROCK	AR	09/02/09	11/14/07	\$2,017,457.00
356029	M & M COOPERATIVE	YUMA	CO	05/01/08	10/17/06	\$1,973,818.00
327021	WHITE ENERGY	PLAINVIEW	TX	05/28/08	06/05/07	\$1,777,756.64
246067	WARRIOR & ASSOCIATES	VANCE	AL	10/08/08	12/04/06	\$1,675,501.16
357029	ADM	HUGOTON	KS	11/12/08	05/25/07	\$1,604,558.87
138053	TOYOTA MOTOR SALES	TUPELO	MS	06/05/09	06/09/08	\$1,542,208.64
227085	KINDER MORGAN	GEISMAR	LA	07/31/09	12/20/07	\$1,521,442.87
119031	LANSING TRADE GROUP	DELHI	LA	03/09/11	09/25/09	\$1,499,206.59
248019	ALABAMA STATE DOCKS	MOBILE	AL	12/31/09	02/26/08	\$1,491,274.00
348001	FWWR	FORT WORTH	TX	04/29/09	01/01/08	\$1,458,267.53
217004	VULCAN ROSENBERG	ROSENBERG	TX	04/04/08	01/29/07	\$1,379,621.55
347001	FWWR	FORT WORTH	TX	05/28/08	01/01/07	\$1,339,207.44
357043	AGP	HASTINGS	NE	02/27/09	10/31/07	\$1,333,886.47
338034	AZTECA MILLING	PLAINVIEW	TX	08/06/09	05/19/08	\$1,225,826.00
328010	OK INDUSTRIES	HEAVENER	OK	10/07/09	01/28/08	\$1,205,390.10
118043	MARTIN MARIETTA AGGREGA	BROKEN BOW	OK	06/30/09	10/16/08	\$1,193,376.88
218078	BAYPORT RAIL TERMINAL	PASADENA	TX	06/30/09	12/29/08	\$1,168,210.72
238040	INTERCOASTAL	CORPUS CHRISTI	TX	05/01/09	07/12/08	\$1,080,893.00
327007	PRAIRIE PRIDE, INC.	VERNON COUNTY	MO	05/01/08	03/13/07	\$1,079,985.08
216082	SOUTH COAST TERMINAL	HOUSTON	TX	04/04/08	12/05/06	\$1,077,307.69
358032	PAVLICH, INC.	KANSAS CITY	KS	07/23/09	08/26/08	\$1,070,054.42
117037	CITY OF McCRORY	McCRORY	AR	06/05/09	09/13/07	\$1,017,584.50
238036	H.B. ZACHRY	SAN ANTONIO	TX	10/07/09	05/29/08	\$984,268.60
217046	HERMAN PARK CONSERVANCY	HOUSTON	TX	11/07/08	11/15/07	\$979,287.32
316078	TXI	CELINA	TX	07/07/08	12/18/06	\$973,375.35
138081	TYSON FOODS	OGLETHORPE	GA	06/26/09	08/25/08	\$947,919.88
138082	MADDEN CONTRACTING	SHREVEPORT	LA	09/03/10	09/11/08	\$945,642.55
238037	INTERCOASTAL	MARNOR	TX	04/29/09	05/29/08	\$914,370.00
216026	FORMOSA PLASTIC	POINT COMFORT	TX	04/04/08	05/16/06	\$875,730.11
128002	DUPONT	NEW JOHNSONVILLE	TN	12/09/08	12/28/07	\$874,403.34
216077	FORMOSA PLASTIC	POINT COMFORT	TX	04/04/08	10/24/06	\$868,675.71
247001	J.S. WALTON & COMPANY	MOBILE	AL	10/08/08	12/26/06	\$861,354.76
349001	FWWR	FORT WORTH	TX	06/01/10	01/01/09	\$836,430.41
218002	FORMOSA PLASTICS	POINT COMFORT	TX	06/11/09	01/09/08	\$835,807.25
339028	CITY OF CLOVIS IND. PAR	CLOVIS	NM	09/04/09	03/24/09	\$828,151.93
239502	TOYOTA	TUPELO	MS	09/02/09	06/20/08	\$812,928.00
119024	TETRA	EL DORADO	AR	03/02/10	05/20/09	\$798,438.13
249061	HORSEHEAD CORP.	BARNWELL	SC	12/31/10	11/13/09	\$773,645.58
257031	CHEVRON TEXACO	PORT ARTHUR	TX	05/28/08	09/11/07	\$747,866.46
115038	NORPHLET CHEMICAL, INC.	NORPHLET	AR	03/03/09	12/02/05	\$736,550.38

W. WILLIAM GRAHAM, JR., INC.

CONSULTING ENGINEERS

100 NORTH RODNEY PARHAM RD. - SUITE 2B

LITTLE ROCK, ARKANSAS 72205

(501) 227-0078

W. WILLIAM GRAHAM, JR., P.E. (1925-2001)

ROBERT B. GRAHAM, P.E.

CODY C. RANKIN, P.E.

July 1, 2011

City of Jonesboro

Att: Mr. Craig Light

515 West Washington Avenue

Jonesboro, Ar 72401

Ref: Bids Received on June 29, 2011 for Industrial Park Rail Spur Expansion

Dear Mr. Light,

Our firm has reviewed the above referenced bids and recommends that the city award the contracts as follows:

Section I – Garry Meadows Construction, Inc.

Section II – Trac-Work, Inc.

There were two mistakes made by the contractors. There was a \$1.00 math error done by Shelby Railroad Service and a \$60.00 math error by Trac-Work, Inc. The math errors did not affect the two low bids as read out at the bid letting.

Let me know if our firm can do anything else towards issuing the Notices of Awards.

Very Truly Yours,



Robert B. Graham

Bid Tabulation Summary Sheet

Proposed Industrial Park Rail Spur Expansion
City of Jonesboro

Jonesboro, Arkansas
AEDC Grant # QAFC 200712
EDA Grant # 08-01-04307

This is a certified copy of the tabulation of bids on the captioned work as submitted by the contractors listed below and on the following pages.

By: *Robert E. Cole*

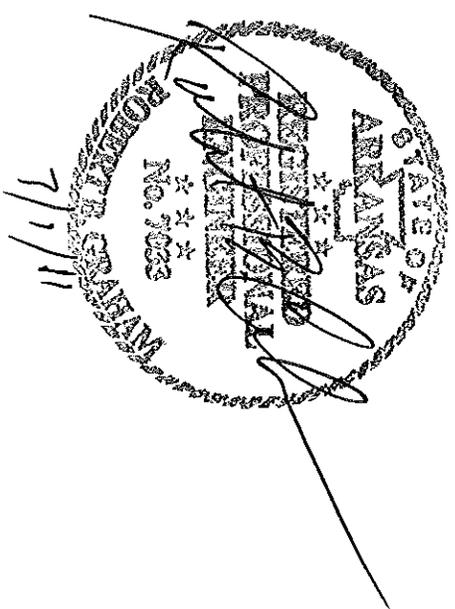
Date: 7/1/11

Section I - Sub-grade Work: Summary

Garry Meadows Construction, Inc. \$565,921.25
Asphalt Producers, LLC. \$602,680.00
Lentz Construction Company, Inc. \$631,872.70

Section II - Track Construction: Summary

Trac-Work, Inc. \$1,322,696.96
Lone Star Railroad Contractors, Inc. \$1,343,611.00
Balfour Beatty Rail, Inc. \$1,454,280.00
Shelby Railroad Service \$1,928,185.00



Bid Tab Sheet - SECTION II

Proposed Industrial Park Rail Spur Expansion

City of Jonesboro

Jonesboro, Arkansas

AEDC Grant # QACF 200712

EDA Grant # 08-01-04307

Description of Item	Approx Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
TRACK CONSTRUCTION									
1 #112# No.1 Relay Rail, Ties, Ballast & Incidentals	6,726 LF	\$122.50	\$823,935.00	\$120.25	\$808,801.50	\$155.00	\$1,042,530.00	\$112.75	\$758,356.50
2 Remove/Reinstall Ex Rail, Ties, etc. w/ 30% Tie Replacement	125 LF	\$65.00	\$8,125.00	\$62.30	\$7,787.50	\$105.00	\$13,125.00	\$66.28	\$7,035.00
3 Switches									
a #1 LHTO(112#, No.1 Relay, Rails, Ties, Ballasts, Incidentals)	2 Ea.	\$52,750.00	\$105,500.00	\$44,165.00	\$88,330.00	\$84,435.00	\$168,870.00	\$51,971.56	\$103,943.12
b #11 RHTO(112#, No.1 Relay, Rails, Ties, Ballasts, Incidentals)	2 Ea.	\$52,750.00	\$105,500.00	\$44,165.00	\$88,330.00	\$84,435.00	\$168,870.00	\$51,971.56	\$103,943.12
c #11 RHTO(136#, No.1 Relay, Rails, Ties, Ballasts, Incidentals)	1 Ea.	\$55,000.00	\$55,000.00	\$69,100.00	\$69,100.00	\$117,737.00	\$117,737.00	\$58,422.12	\$58,422.12
4 115# Welded Rail Through Crossing	190 LF	\$306.50	\$58,235.00	\$67.20	\$12,768.00	\$192.00	\$36,480.00	\$83.31	\$15,828.90
5 Pre-Cast Concrete Grade Crossing w/ 10' Wood Ties	190 LF	\$434.00	\$82,460.00	\$536.00	\$101,840.00	\$650.00	\$123,500.00	\$630.32	\$119,760.80
6 Crossing Protection Frito Lay Drive ACDC System									
a Complete Signal House	100% LS	\$66,000.00	\$66,000.00	\$37,549.00	\$37,549.00	\$53,571.00	\$53,571.00	\$34,812.23	\$34,812.23
b Signal & Box Foundations	100% LS	\$3,200.00	\$3,200.00	\$6,300.00	\$6,300.00	\$6,043.00	\$6,043.00	\$6,077.00	\$6,077.00
c Meter Underground Wiring & Track Bonding	100% LS	\$15,000.00	\$15,000.00	\$14,456.00	\$14,456.00	\$13,965.00	\$13,965.00	\$13,055.51	\$13,055.51
d Signals, Posts, and Field Testing	100% LS	\$12,225.00	\$12,225.00	\$11,539.00	\$11,539.00	\$11,127.00	\$11,127.00	\$11,218.00	\$11,218.00
e Insulated Joints (include switches)	100% LS	\$6,800.00	\$6,800.00	\$7,343.00	\$7,343.00	\$20,338.00	\$20,338.00	\$4,200.00	\$4,200.00
7 Crossing Protection C.W. Post Road ACDC System									
a Complete Signal House	100% LS	\$66,000.00	\$66,000.00	\$37,535.00	\$37,535.00	\$53,571.00	\$53,571.00	\$35,728.33	\$35,728.33
b Signal & Box Foundations	100% LS	\$3,200.00	\$3,200.00	\$6,300.00	\$6,300.00	\$13,965.00	\$13,965.00	\$6,062.00	\$6,062.00
c Meter Underground Wiring & Track Bonding	100% LS	\$15,150.00	\$15,150.00	\$13,738.00	\$13,738.00	\$13,965.00	\$13,965.00	\$13,366.00	\$13,366.00
d Signals, Posts, and Field Testing	100% LS	\$12,250.00	\$12,250.00	\$11,100.00	\$11,100.00	\$11,127.00	\$11,127.00	\$10,777.00	\$10,777.00
e Insulated Joints (include switches)	100% LS	\$4,200.00	\$4,200.00	\$6,294.00	\$6,294.00	\$20,338.00	\$20,338.00	\$4,200.00	\$4,200.00
8 Dirt Bumper	2 Ea.	\$350.00	\$700.00	\$1,000.00	\$2,000.00	\$2,950.00	\$5,900.00	\$600.00	\$1,200.00
9 Payment & Performance Bond	100% LS	\$10,800.00	\$10,800.00	\$12,500.00	\$12,500.00	\$33,163.00	\$33,163.00	\$14,711.33	\$14,711.33
TOTAL TRACK CONSTRUCTION			\$1,454,280.00		\$1,343,611.00		\$1,928,185.00		\$1,322,696.96

Balfour Beatty Rail, Inc.
12276 San Jose Blvd, Ste. 410
Jacksonville, FL 32223
904-378-7100

Lone Star Railroad Contr., Inc.
P.O. Box 1150
Ennis, TX 75120
901-652-4544

Shelby Railroad Service
3021 Selby Drive
Memphis, TN 38118
901-365-1068

Trac-Work, Inc.
P.O. Box 550
Ennis, TX 75119
972-875-6565



Legislation Details (With Text)

File #:	RES-11:121	Version:	1	Name:	Contract with Garry Meadows for Industrial Park rail spur expansion
Type:	Resolution	Status:		Status:	Recommended to Council
File created:	7/1/2011	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GARRY MEADOWS CONSTRUCTION CO., INC. FOR THE INDUSTRIAL PARK RAIL SPUR EXPANSION - SECTION I/SUBGRADE WORK - JOB NO. 2011:27				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Contract Proposal Bid Tab.pdf Letter of Recommendation.pdf				

Date	Ver.	Action By	Action	Result
7/12/2011	1	Public Works Council Committee		

Title

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH GARRY MEADOWS CONSTRUCTION CO., INC. FOR THE INDUSTRIAL PARK RAIL SPUR EXPANSION - SECTION I/SUBGRADE WORK - JOB NO. 2011:27

Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the construction of the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job No. 2011:27;

WHEREAS, the low bidder and the firm selected for the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job No. 2011:27 is Garry Meadows Construction Co., Inc.;

WHEREAS, Garry Meadows Construction Co., Inc. has bid \$565,921.25 for the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job. No. 2011:27;

WHEREAS, the funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$282,960.63, from the Arkansas Economic Development Commission, 40%, or \$226,368.50 from the Economic Development Administration, and 10%, or \$56,592.12 from the FY 2011 capital improvements budget.

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 Garry Meadows Construction Co., Inc. in the new amount of \$565,921.25 for the Industrial Park Rail Spur Expansion - Section I/Subgrade Work - Job. No. 2011:27;

Section 2. The funding for the execution of the contract shall come 90% from secured grant funds and 10% from the 2011 capital improvement budget. Secured grant funding for this bid includes 50%, or \$282,960.63, from the Arkansas Economic Development Commission, 40%, or \$226,368.50 from the Economic Development Administration, and 10%, or \$56,592.12 from the FY 2011 capital improvements budget.

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.

Attachment 1H
Contract and General Conditions

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between _____, hereinafter called the "Contractor" and City of Jonesboro, hereinafter called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

A. The Contractor shall

1. Furnish all labor, materials, tools, machinery, supervision and services necessary to perform all of the work in accordance with the description of work consisting of all plans, specifications, and supplemental contract documentation, dated _____ for work defined in City of Jonesboro, Arkansas, for the sum of \$_____.
2. Perform all work timely and diligently in a good and workmanlike manner using approved or equal materials as specified by the Grantee.
3. Begin work within 10 calendar days of receipt of the written Notice to Proceed and shall complete the work within _____* calendar days thereafter.
* Section I: _____
* Section II: _____
4. Carry Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State of Arkansas for all persons engaged in work at the site; and carry Contractor's Public Liability and Property Damage Insurance and Comprehensive Automobile Liability Insurance.
5. Furnish, before beginning the work, a Certificate of Insurance showing compliance with the provisions of Section A, Paragraph 4 above.
6. Keep the premises clean and orderly during the work and upon substantial completion of the contract, remove all rubbish, tools, scaffolding, and surplus materials from and about the site(s) and leave the work and premises consistent with prior appearance or equivalent. Material and equipment that have been removed and replaced as part of the work shall belong to the contractor.

Not assign the contract without written consent from the Owner.

8. Guarantee the work performed for a period of twelve months from the date of final acceptance of all work required by this contract. Furthermore, furnish the Owner and the Grantee with all manufacturer's and supplier's

written guarantees and warranties covering materials and equipment furnished under this contract.

9. Furnish the Owner, upon completion of the work and upon final payment by the Owner, a Release of Lien Form certifying that all charges for materials, labor, and/or any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid in full.
10. Defend, indemnify and hold harmless the Owner, the Arkansas Economic Development Commission, their agents or employees from and against any and all claims for injuries or damages to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract. Furthermore, shall assume all liability and responsibility for injuries, claims or suits for damages, to persons or property of any kind or character, whatsoever, whether real or asserted, arising out of the performance of this contract.

B. The Owner shall

1. Not make, or permit to be made, any changes to the description of work, without written approval from the Economic Development Commission.
2. Permit the contractor to use existing utilities such as lights, heat, power and water necessary to carry out and complete the work as specified.
3. Cooperate with the contractor to facilitate the performance of the work.
4. Issue a written Notice to Proceed to the contractor within ten (10) days from the date of this agreement.

C. Method of Compensation:

1. Payment for work shall be on percentage complete, plus on-site stored materials minus retainage. Final payment shall be made after: a Certificate of Substantial Completion has been executed; Economic Development Commission has received the contractor's Final Invoice and a satisfactory release of liens, or claims for liens, by subcontractors, laborers and material supplies for completed work or installed materials; and, after a final inspection has been conducted.
2. The contractor shall be liable for and shall pay to the Owner the sum of \$_____ as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion date (Section A, Paragraph 3) or as modified by a properly executed Change Order until such work is satisfactorily completed and accepted by the Owner and Grantee.

D. **General Provisions:**

1. The contractor agrees to perform all contract work as specified, and the Owner agrees that neither he nor the members of his family, his tenants, agents, or employees will hinder the contractor or his work.
2. The contractor shall take affirmative steps to ensure that applicants for employment are not discriminated against in any manner prescribed by the Regulatory Requirements of this contract during employment. Employment activities shall include, but not be limited to employment, upgrading, demotion, or transfer; termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall post in conspicuous places, for employees and applicants for employment, notices setting forth the provisions, as stated, of the non-discrimination clause contained within the contract's Regulatory Requirements.
4. The contractor shall incorporate the foregoing requirements in all subcontracts.
5. In the event of any breach of this contract by the contractor, the Owner and the Grantee may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the contractor.
6. This contract embodies all of the representations, rights, duties, and obligations of the parties hereto, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties

**This Contract and All Terms and Conditions Contained Herein
Are Approved and Accepted as of the Date First Above Written.**

(Seal)

City of Jonesboro, Arkansas
(Owner)

By: _____
Harold Perrin, Jonesboro Mayor

ATTEST:

Donna Jackson, City Clerk

(SEAL)

(Contractor)

By: _____

ATTEST:

(Witness)

-Attachment C-

Bid Proposal for Unit Price "Line Item" Contract

City of Jonesboro, Arkansas (City/County), Arkansas

Proposed Industrial Park Rail Spur Expansion Type of Project

In the City of Jonesboro, Arkansas Location of Project

Grant # QACF 200712 ACEDP Project Number

Grant # 08-01-04307 EDA Project Number

GARRY MEADOWS CONSTRUCTION CO., INC.

As bidder, _____ (Insert name of corporation, partnership or individual), in accordance with your invitation for bids for the construction of the above-identified project, having examined all contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices as stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

TO: CITY OF JONESBORO
Attn: Mayor Harold Perrin
c/o City of Jonesboro
515 West Washington Ave.
Jonesboro, AR 72401

Gentlemen:

The undersigned do hereby declare:

1. That they have been regularly engaged in contract work of the class required by the drawings, specifications, and contract for 20 years, and respectfully invites your attention to the following similar improvements that have been constructed by them.

<u>Place</u>	<u>Character of Work</u>	<u>Year</u>	<u>Owner</u>
AHTD 100609 PARAGOULD, AR	HIGHWAY CONSTRUCTION	2010	ARKANSAS HIGHWAY DEPT
AHTD 100303 LAKE CITY, AR	HIGHWAY CONSTRUCTION	2008	AHTD
AHTD 100306 LAKE CITY, AR	HIGHWAY CONSTRUCTION	2008	AHTD

2. That they have carefully examined the nature and the location of the work, the contract and specifications governing the same and hereby agree to complete the work covered in this proposal in strict conformity with all documents appended.

3. That they understand that a bid can be placed on an individual Section, or on both Sections. A low bidder will be chosen for each Section I and Section II, which could be the same bidder or two separate bidders.

4. That they have examined and familiarized themselves with the laws of Arkansas governing work of this class and safeguarding the public construction will conform to such laws.

5. That if awarded a contract, to commence the work within 10 days of receipt of the Notice to Proceed from the Owner and to fully complete it on or before the expiration of * days after the date of the Notice to Proceed. The bidder further agrees to pay as liquidated damaged, the sum of \$ ** for each consecutive calendar day thereafter as provided in the General Conditions.

*Section I - Days; **\$

*Section II - Days; **\$

6. That if awarded a contract, to furnish the Owner within ten days of the date of the award, an approved Performance Bond and Payment Bond in the amount of 100% of the contract with an approved surety company authorized to do business in Arkansas, which bonds shall particularly provide for the performance of the contractor and payment of all material and labor claims arising from the work. In addition, that in order to comply fully with the statutes of the State of Arkansas, the originals of the Performance Bond and Payment Bond will be filed with the Circuit Clerk of Craighead County by the Owner.

7. That the undersigned also acknowledges receipt and inclusion in this proposal of the following addendum or addenda:

 No. 1 No. 3
 No. 2

8. That the undersigned does hereby offer to perform the whole of the work and to furnish all appurtenances, labor tools, machinery and equipment necessary for the work contemplated under these contracts in accordance with the specifications for roadbed and industrial spur tracks contained herein, as applicable, for the following unit prices and lump sum prices:

INDUSTRIAL PARK RAIL SPUR EXPANSION – SECTION I / SUBGRADE WORK

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1.	Clearing and Grubbing	5.85	Ac.		
	<u>FOUR THOUSAND SIX HUNDRED</u>		Dollars	(\$ <u>4,600.00</u>)	\$ <u>26,910.00</u> ✓
2.	Erosion & Sediment Control	100%	LS		
	<u>FORTY TWO THOUSAND ONE HUNDRED</u>		Dollars	(\$ <u>42,100.00</u>)	\$ <u>42,100.00</u> ✓
3.	Unclassified Excavation	2,030	CY		
	<u>SIX</u>		Dollars	(\$ <u>6.00</u>)	\$ <u>12,180.00</u> ✓
4.	Compacted Embankment	5,345	CY		
	<u>TEN AND 25/100</u>		Dollars	(\$ <u>10.25</u>)	\$ <u>54,786.25</u> ✓
5.	Geo-Tech Fabric/Geo-Grid System	19,600	SY		
	<u>SEVEN AND 90/100</u>		Dollars	(\$ <u>7.90</u>)	\$ <u>154,840.00</u> ✓
6.	Compacted Sub-ballast	4,370	CY		
	<u>FORTY SIX AND 50/100</u>		Dollars	(\$ <u>46.50</u>)	\$ <u>203,205.00</u> ✓
7.	Drainage Structures				
a.)	24" RCP Class V Pipe w/ Rip-Rap End Protection	40	LF		
	<u>SIXTY ONE</u>		Dollars	(\$ <u>61.00</u>)	\$ <u>2,440.00</u> ✓
b.)	30" RCP Class V Pipe w/ Rip-Rap End Protection	90	LF		
	<u>SEVENTY TWO</u>		Dollars	(\$ <u>72.00</u>)	\$ <u>6,480.00</u> ✓
a.)	36" RCP Class V Pipe w/ Rip-Rap End Protection	345	LF		
	<u>NINETY SIX</u>		Dollars	(\$ <u>96.00</u>)	\$ <u>33,120.00</u> ✓

d.) 48" RCP Class V Pipe 120 LF
w/ Rip-Rap End Protection

ONE HUNDRED FIFTY EIGHT Dollars (\$ 158.00) \$ 18,960.00 ✓

8. Project Signs 100% LS

TWO THOUSAND FIVE HUNDRED Dollars (\$ 2,500.00) \$ 2,500.00 ✓

~~9. 24" Steel Encasement 55 LF~~

~~_____ Dollars (\$ _____) \$ _____~~

10. Payment & Performance Bond 100% LS

EIGHT THOUSAND FOUR HUNDRED Dollars (\$ 8,400.00) \$ 8,400.00 ✓

TOTAL: SECTION I SUB-GRADE WORK \$ 565,921.25 ✓

* * * * *

EXCAVATION / TRENCH SAFETY SYSTEM 1 L.S. (\$ 0.00) \$ 0.00

ZERO DOLLARS

INDUSTRIAL RAIL SPUR FACILITY – SECTION II / TRACK CONSTRUCTION

<u>Item No.</u>	<u>Description of Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals	6,726	LF		
				Dollars (\$ _____)	\$ _____
2.	Remove/Reinstall Ex. Rail, Ties, etc. w/ 30% Tie Replacement	125	LF		
				Dollars (\$ _____)	\$ _____
3.	Switches				
	a.) #11 LHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals)	2	Ea.		
				Dollars (\$ _____)	\$ _____
	b.) #11 RHTO (112#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals)	2	Ea.		
				Dollars (\$ _____)	\$ _____
	c.) #11 RHTO (136#, No. 1 Relay, Rails, Ties, Ballasts & Incidentals)	1	Ea.		
				Dollars (\$ _____)	\$ _____
4.	115# Welded Rail Through Crossing	190	LF		
				Dollars (\$ _____)	\$ _____
5.	Pre-Cast Concrete Grade Crossing w/ 10' Wood Ties	190	LF		
				Dollars (\$ _____)	\$ _____
6.	Crossing Protection Frito Lay Drive ACDC System				
	a.) Complete Signal House	100%	LS		
				Dollars (\$ _____)	\$ _____

b.) Signal & Box Foundations	100%	LS	
_____		Dollars	(\$ _____)\$ _____
c.) Meter Underground Wiring & Track Bonding	100%	LS	
_____		Dollars	(\$ _____)\$ _____
d.) Signals, Post, and Field Testing	100%	LS	
_____		Dollars	(\$ _____)\$ _____
e.) Insulated Joints incl. Switches	100%	LS	
_____		Dollars	(\$ _____)\$ _____

7. Crossing Protection C.W. Post Road ACDC System

a.) Complete Signal House	100%	LS	
_____		Dollars	(\$ _____)\$ _____
b.) Signal & Box Foundations	100%	LS	
_____		Dollars	(\$ _____)\$ _____
c.) Meter Underground Wiring & Track Bonding	100%	LS	
_____		Dollars	(\$ _____)\$ _____
d.) Signals, Post, and Field Testing	100%	LS	
_____		Dollars	(\$ _____)\$ _____
e.) Insulated Joints incl. Switches	100%	LS	
_____		Dollars	(\$ _____)\$ _____

8. Dirt Bumper	2	Ea.	
_____		Dollars	(\$ _____)\$ _____

9. Payment & Performance Bond 100% LS
 _____ Dollars (\$ _____) \$ _____

TOTAL: SECTION II RAIL CONSTRUCTION \$ _____

* * * * *

SECTION II DEDUCTIVE ALTERNATES

Item No.	Description of Item	Approx. Quantity	Unit	Unit Price	Amount
1A.	112# No. 1 Relay Rail, Ties, Ballast & Incidentals	2,000	LF		
				Dollars (\$ _____)	\$ _____

TOTAL: SECTION II DEDUCTIVE ALTERNATES \$ _____

TOTAL: SECTION II WITH DEDUCTIVE ALT'S \$ _____

* * * * *

9. The bidder proposes to use the following equipment or material on the construction of TRACK:

- A. RAIL
Supplier's Name: _____
- B. BALLAST
Supplier's Name: _____
- C. SWITCHES
Manufacturer's or Supplier's Name: _____
- D. TIES
Supplier's Name: _____

10. The bidder, at his expense, will supply the Owner with Certification of Authenticity certificates that all rails will be Number One relay according to Burlington Northern Santa Fe Standards. The rail may be measured again once shipped to the site. Rail not meeting the standards will be rejected.

11. The bidder proposes to use the following subcontractors to construct a portion of the project:

A. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract: \$ _____

B. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract: \$ _____

C. Name: _____

Address: _____

Brief List of Work: _____

Approximate Amount of Subcontract \$ _____

12. The contractor receiving the award of contract shall post a Performance and Payment Bonds in the amount of the contract.

13. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding. The Owner reserves the right to award the contract to the bidder that is deemed to have presented the proposal that is in the best interest of the Owner.

14. The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

RESPECTFULLY SUBMITTED

GARRY MEADOWS CONSTRUCTION CO., INC.

By Dale Wood

Title SECRETARY

Address P.O. Box 16540

JONESBORO, AR 72403

Arkansas License Number 0002620412

Bid Tabulation Summary Sheet

Proposed Industrial Park Rail Spur Expansion
City of Jonesboro

Jonesboro, Arkansas
AEDC Grant # QAFC 200712
EDA Grant # 08-01-04307

This is a certified copy of the tabulation of bids on the captioned work as submitted by the contractors listed below and on the following pages.

By: *Robert E. Cole*

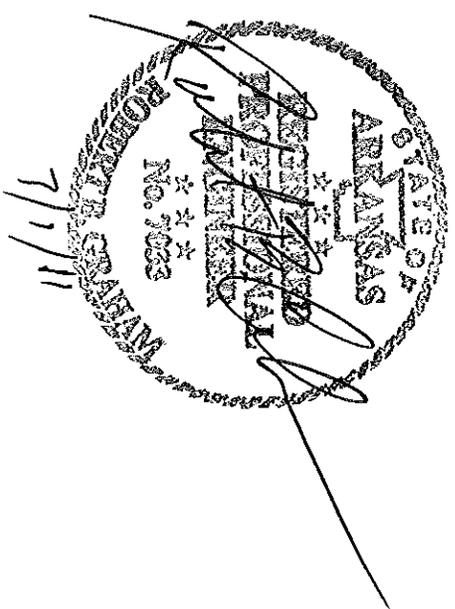
Date: 7/1/11

Section I - Sub-grade Work: Summary

Garry Meadows Construction, Inc. \$565,921.25
Asphalt Producers, LLC. \$602,680.00
Lentz Construction Company, Inc. \$631,872.70

Section II - Track Construction: Summary

Trac-Work, Inc. \$1,322,696.96
Lone Star Railroad Contractors, Inc. \$1,343,611.00
Balfour Beatty Rail, Inc. \$1,454,280.00
Shelby Railroad Service \$1,928,185.00



Bid Tab Sheet - SECTION I

Proposed Industrial Park Rail Spur Expansion
 City of Jonesboro
 Jonesboro, Arkansas
 AEDC Grant # QAF/C 200712
 EDA Grant # 08-01-04307

Description of Items	Approx Qty.	Unit Price	Amount	Asphalt Producers, LLC. P.O. Box 1492 Jonesboro, AR 72403 phone #		Garry Meadows Const., Inc. P.O. Box 16540 Jonesboro, AR 72403 870-935-5655		Lentz Const. Company, Inc. 194 Sardis Road Morrilton, AR 72110 501-354-6769	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SUBGRADE WORK									
1 Clearing and Grubbing	5.85 Ac.	\$5,000.00	\$29,250.00	\$4,600.00	\$26,910.00	\$14,500.00	\$84,825.00		
2 Erosion & Sediment Control	100% LS	\$25,000.00	\$25,000.00	\$42,100.00	\$42,100.00	\$50,800.00	\$50,800.00		
3 Unclassified Excavation	2,030 CY	\$13.00	\$26,390.00	\$6.00	\$12,180.00	\$8.14	\$16,524.20		
4 Compacted Embankment	5,345 CY	\$15.00	\$80,175.00	\$10.25	\$54,786.25	\$14.30	\$76,433.50		
5 Geo-Tech Fabric (Woven)	19,600 SY	\$8.75	\$171,500.00	\$7.90	\$154,840.00	\$9.50	\$186,200.00		
6 Compacted Sub-Ballast	4,370 CY	\$42.00	\$183,540.00	\$46.50	\$203,205.00	\$25.50	\$111,435.00		
7a 24" RCP Class V Pipe w/ Rip-Rap End Protection	40 LF	\$75.00	\$3,000.00	\$61.00	\$2,440.00	\$112.00	\$4,480.00		
b 30" RCP Class V Pipe w/ Rip-Rap End Protection	90 LF	\$85.00	\$7,650.00	\$72.00	\$6,480.00	\$115.00	\$10,350.00		
c 36" RCP Class V Pipe w/ Rip-Rap End Protection	345 LF	\$115.00	\$39,675.00	\$96.00	\$33,120.00	\$125.00	\$43,125.00		
d 48" RCP Class V Pipe w/ Rip-Rap End Protection	120 LF	\$200.00	\$24,000.00	\$158.00	\$18,960.00	\$235.00	\$28,200.00		
8 Project Signs	100% LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00		
9 Payment & Performance Bond	100% LS	\$9,500.00	\$9,500.00	\$8,400.00	\$8,400.00	\$15,000.00	\$15,000.00		
Sub-total SUBGRADE WORK			\$602,680.00		\$565,921.25		\$631,872.70		

TOTAL - SECTION I

\$602,680.00

\$565,921.25

\$631,872.70

W. WILLIAM GRAHAM, JR., INC.

CONSULTING ENGINEERS

100 NORTH RODNEY PARHAM RD. - SUITE 2B

LITTLE ROCK, ARKANSAS 72205

(501) 227-0078

W. WILLIAM GRAHAM, JR., P.E. (1925-2001)

ROBERT B. GRAHAM, P.E.

CODY C. RANKIN, P.E.

July 1, 2011

City of Jonesboro

Att: Mr. Craig Light

515 West Washington Avenue

Jonesboro, Ar 72401

Ref: Bids Received on June 29, 2011 for Industrial Park Rail Spur Expansion

Dear Mr. Light,

Our firm has reviewed the above referenced bids and recommends that the city award the contracts as follows:

Section I – Garry Meadows Construction, Inc.

Section II – Trac-Work, Inc.

There were two mistakes made by the contractors. There was a \$1.00 math error done by Shelby Railroad Service and a \$60.00 math error by Trac-Work, Inc. The math errors did not affect the two low bids as read out at the bid letting.

Let me know if our firm can do anything else towards issuing the Notices of Awards.

Very Truly Yours,



Robert B. Graham



Legislation Details (With Text)

File #:	ORD-11:042	Version:	1	Name:	Rezoning by the Food Bank of NEA
Type:	Ordinance	Status:		Status:	Held in Council
File created:	5/12/2011	In control:		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-4 LUO LOCATED AT 3406 SOUTH CULBERHOUSE STREET AS REQUESTED BY THE FOOD BANK OF NEA				
Sponsors:					
Indexes:	Rezoning				
Code sections:					
Attachments:	Plat MAPC Report				

Date	Ver.	Action By	Action	Result
7/5/2011	1	City Council		
6/7/2011	1	City Council	Postponed Temporarily	Pass
5/17/2011	1	City Council	Held at one reading	Pass

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
body
BE IT ORDAINED by the City Council of the City of Jonesboro, Arkansas:

SECTION I: Chapter 117, 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 to C-4 Neighborhood Commercial LUO, the following described property:

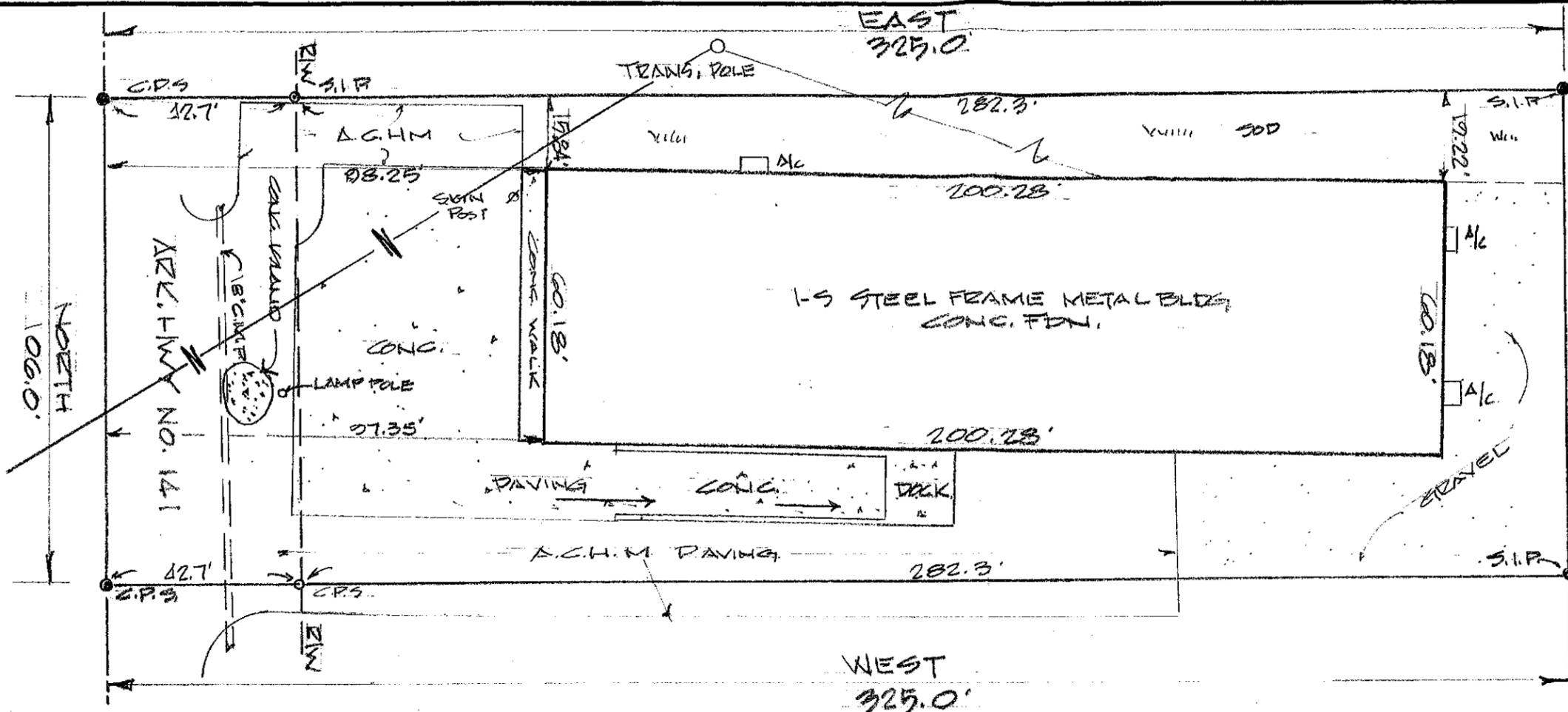
LEGAL DESCRIPTION:

A part of the Southwest Quarter of the Northwest Quarter of Section 31, Township 14 North, Range 4 East being more particularly described as follows: Begin at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 31, Township 14 North, Range 4 East; thence North on the Range Line 664.0 feet to the point of beginning proper; thence North 106.0 feet; thence East 325.0 feet; thence South 106.0 feet; thence West 325.0 feet to the point of beginning proper, and being subject to Arkansas Highway Right of Way off and across the West side thereof.

SECTION II: The requested rezoning Classification is shown as C-4, L.U.O., Neighborhood Commercial, shall exclude service station, convenience store, carwash, restaurant fast and general, animal care general and vehicular repair limited and general, and that any future use shall be equal or less intense than the current use of

the property; with the following conditions:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.



CERTIFICATE OF SURVEY: This is to certify that Haywood, Kenward and Associates, Inc., Civil Engineers and Surveyors, Surveyed in Accordance with "Arkansas Minimum Standards For Property Boundary Surveys and Plats", a Part of the SW 1/4 NW 1/4 of Section 31, Township 14 North, Range 4 East, being more particularly described as follows: Begin at the Southwest Corner of The SW 1/4 NW 1/4 of Section 31, Township 14 North, Range 4 East; thence North on the Range line 664.0' to the point of beginning proper; thence North 106.0' to the point of beginning proper; thence South 106.0' West 325.0' to the point of beginning proper, containing 0.79 acres, and being subject to Arkansas Highway R/W off and across the West side thereof.....

The above described property and the visible improvements and encroachments are as shown on the plat of survey hereon.....

NOTE: This parcel is NOT in the Flood Hazard zone..

" TO ALL PARTIES INTERESTED IN PREMISES SURVEYED":
 RE-CERTIFICATION OF SURVEY: THIS IS TO CERTIFY THAT ON FEBRUARY 7th, 1986, HAYWOOD, KENWARD ASSOCIATES, INC., CIVIL ENGINEERS AND SURVEYORS, MADE AN ACCURATE SURVEY ON THE GROUND OF THE PROPERTY DESCRIBED HEREON, AND ON APRIL 30th, 1991, INSPECTED THE PROPERTY DESCRIBED HEREON, AND FOUND THE VISIBLE IMPROVEMENTS AND ENCROACHMENTS TO BE AS SHOWN ON THE PLAT OF SURVEY HEREON.

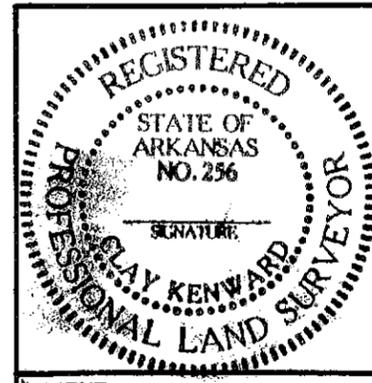
SIGNED THIS 30th DAY OF APRIL, 1991 BY:

Clay Kenward
 CLAY KENWARD, P.E., P.L.S.



NORTH
 106.0'

RANGE LINE
 SW COR. SW 1/4 NW 1/4
 SEC. 31-T14N-R4E



CLAY KENWARD
 REGISTERED
 LAND SURVEYOR
 STATE OF
 ARKANSAS
 NO. 256
Clay Kenward
 SIGNATURE

CLIENT:

APPROVED:
 DATE:

PLAT OF SURVEY
 FOR
 "HAYS COMPANY"
 PART S.W. N.W. SEC. 31-14-4
 Jonesboro, Craighead Co.,
 Arkansas

HAYWOOD, KENWARD & ASSOCIATES, INC.
 CIVIL ENGINEERS — SURVEYORS
 JONESBORO, ARKANSAS 72401

REVISIONS		
DATE	BY	DESCRIPTION
4/30/91	JK	RE-CERTIFICATION MOVE ISLAND # 24. ELEC.
DRAWN: CK		
DATE: 2/7/86		
CHECKED		SHEET
DATE		OF
SCALE:		1"=30'
JOB NO.		DWG. NO.
		6-10



City of Jonesboro City Council
Staff Report – RZ 11-11: Food Bank of NEA
 Huntington Building - 900 W. Monroe
For Consideration by the Council on May 17, 2011

REQUEST: To consider a rezoning of a parcel of property containing approximately 0.79 acres more or less from R-1 Single Family to C-4 and make recommendation to City Council.

PURPOSE: A request to consider an approval by the Metropolitan Area Planning Commission and recommendation to City Council for final action as C-4 L.U.O., Neighborhood Commercial District.

APPLICANT/ OWNER: Food Bank of NEA, Christie Jordan/Executive Director
 3406 S. Culberhouse St. Jonesboro AR 72404

LOCATION: 3406 S. Culberhouse St.

SITE DESCRIPTION: Tract Size: Approx. 0.79 +/- acres, Sq. ft. +/-
 Frontage: Approx. 106 ft. along S. Culberhouse St.
 Topography: Flat
 Existing Devlpmt: Existing Food Distribution Warehouse

SURROUNDING CONDITIONS:	<u>ZONE</u>	<u>LAND USE</u>
North:	C-4 LUO	Commercial
South:	R-1	Residential
East:	R-1	Residential
West:	R-1	Residential

HISTORY: Existing Non-conforming use.

ZONING ANALYSIS: City Planning Staff has reviewed the proposed Zone Change and offers the following findings.

Approval Criteria- Section 14.44.05, (5a-g) - Amendments:

The criteria for approval of a rezoning are set out below. Not all of the criteria must be given equal consideration by the planning commission or city council in reaching a decision. The criteria to be considered shall include but not be limited to the following:

- (a) Consistency of the proposal with the Comprehensive Plan
- (b) Consistency of the proposal with the purpose of the zoning ordinance.
- (c) Compatibility of the proposal with the zoning, uses and character of the surrounding area;
- (d) Suitability of the subject property for the uses to which it has been restricted without the proposed zoning map amendment;
- (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;
- (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
- (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.

COMPREHENSIVE PLAN FUTURE LAND USE MAP

The Future Land Use Map adopted on January 5, 2010 shows this area to be within the Southwest Sector and to be recommended as a Single Family-Low Density.

Master Street Plan/Transportation:

S. Culberhouse Street is a (Proposed Minor Arterial- 120 ft. min.). It is currently two lanes in width, but has been capable of accommodating this limited amount of traffic generated by this development. The City has S. Culberhouse Street on the list for improvement to a wider street, capable of accommodating more traffic than at present, though a firm date for the improvements has yet to be decided and announced.



Zoning/Vicinity Map

MAPC Record of Proceedings: Meeting 5/10/10

Applicant:

Christie Jordan, Executive Director of Food Bank of NEA presented the case. We are requesting that the property be rezoned to match the current use of the facility.

Staff:

Mr. Spriggs noted that regarding the history of the property, this is a non-conforming use. The applicant attempted to match that use with our available Zoning classifications and C-4 LUO appears to be the most appropriate. Staff has listed the proposed right of ways from the Master Street Plan- Culberhouse, as well as Fox Run. Those right of ways would have to be coordinated if the property is ever redeveloped.

We have listed 5 conditions that would address the issues and assure that the residential character of the neighborhood is maintained in terms of what is abutting the property. The following staff recommended conditions were read:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.

Mr. Tomlinson:

The owner lists several uses that they want permitted in this area in the case for rezoning. The uses listed are uses to be permitted in the C-4 District. I don't think we should rezone the property with the indication that we could continue the property as a warehousing function. With the next business, we would have no guarantee that they would be as nice of a neighbor that you have been through all the years.

There is a substantial difference between a charitable operation and a commercial operation where they are going after the dollar. I believe it should be rezoned to C-4, but I think there should be a clear rezoning to C-4 with no implied permitted uses that are not allowed by ordinance.

Mr. Tomlinson concluded- I would think there are some permitted uses within the C-4 that I would like to exclude in that zone such as: service station, convenience store, carwash, restaurant fast and general, animal care general and vehicular repair limited and general.

Ms. Jordan: In speaking with some of our neighbors, they would agree with you and so would we. That is not our intent.

Mr. Tomlinson: Culberhouse is the main street to one of the largest city parks in the state of Arkansas. It is the main street to a lot of good/fine subdivisions. I think we should protect the tranquility of that area as a C-4 LUO, Neighborhood Commercial. I will add that under your C-4 there are 35 permitted uses in the table. I am only excluding about 6 or 7. There are 22 permitted uses, and 12 or 13 that can be permitted under a conditional use. I am not oppose to the rezoning, there should be a clean-cut proposal as C-4 and what goes there in the future needs to comply with C-4 to protect the integrity of the existing neighborhood. And, thank you for being a good neighbor.

Mr. Johnny White: Based on the staff stipulations, when someone puts another use to this property and it is sold, is it not true that that use will come back here before the MAPC?

Mr. Spriggs: That is correct, and I can understand the concerns of Mr. Tomlinson. With the uses that were provided by the applicant, I think the only use that was questionable was warehousing and distribution. Speaking for the applicant, they attempted to classify the uses to something that would be parallel to the current use. You may need to rephrase that to be some form of passive storage similar to what is taking place now on the property. Mr. Tomlinson concurred.

Mr. Tomlinson commented also on equipment repair, and construction office and storage. The storage must be incidental to the general office use. This will be ok.

Ms. Jordan: We are currently a warehouse and distribution center facility.

Mr. Halsey: But you are a not-for-profit.

Mr. Kelton: But it is also a nonconforming use. What is the square-footage? Ms. Jordan: It is approximately 12,000 s.f.

Mr. Kelton stated that it would not be in compliance with the C-4 District. Mr. Halsey stated that it would comply with the new commercial standards.

Mr. Tomlinson: The master street plan right of ways are unclear on the plat. Mr. Spriggs noted that with any new redevelopment those right of ways would have to be coordinated. Parking may be a challenge.

Mr. Spriggs reminded that the future uses would be evaluated by MAPC in the future. High volume parking uses would be discouraged.

Mr. White: When this comes back, can we exclude uses when it comes for site plan. Can we do that?

Mr. Spriggs replied yes, but please be specific in your motion. He gave a sample motion:

MAPC recommends approval to the City Council for a change from R-1 to C-4 L.U.O., Neighborhood Commercial, excluding: service station, convenience store, carwash, restaurant fast and general, animal care general and vehicular repair limited and general, and that any future

use shall be equal or less intense than the current use of the property; with the following conditions:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
4. A lighting photometrics shall remain at current or lower levels to assure no lighting spillage onto abutting properties.
5. Any additional signage details shall also be submitted as part of the building permit application.

Mr. White made a motion to approve as noted above; seconded by Mr. Tomlinson.

Roll Call: Mr. Kelton- Aye; Mr. Scurlock- Aye; Ms. Norris- Aye; Mr. Tomlinson-Aye; Mr. White- Aye. Approved 5 to 0.

Findings:

The proposed rezoning will result in existing R-1 Residential zoned property to be zoned to C-4 Neighborhood Commercial District.

Staff recommends a limited use overlay consideration for the subject site, so that some restraints can be placed to protect single family properties remaining. This building has existed for over 18 years as a nonconforming use, and staff has not received any complaints since the Food Bank has been in operation (originally 1993). Additionally there is a commercial enterprise just north of the subject site conducting pool sales and construction.

Furthermore, an orderly growth is necessary for this area which currently lacks necessary road improvements. Overflow parking needs to be address for employees and volunteers as the pictures of the site demonstrate a need for additional spaces.

MAPC is urged to revise the request to a limited use overlay for neighborhood commercial with stipulations at the concurrence of the applicant. Any future uses should be considered and approved by the MAPC, so that low volume required parking uses can be encouraged, due to the lack of available parking areas. High volume retail and restaurant uses should be discouraged. Time of operation should be considered due to proximity to neighboring homes. Truck delivery needs should be evaluated at that time as well, due to current/problematic traffic flow interference.

Conclusion:

The MAPC and the Planning Department Staff find that the requested Zone Change submitted by Food Bank of NEA should be evaluated based on the above observations and criteria for Case RZ 11-11, a request to rezone property from R-1 & to C-4 L.U.O. It is important to Staff that all the issues cited above are addressed by the applicant and that further details be provided during the site plan approval process in the future to the MAPC.

MAPC recommends approval to the City Council for a change from R-1 to C-4 L.U.O., Neighborhood Commercial, shall exclude service station, convenience store, carwash, restaurant

fast and general, animal care general and vehicular repair limited and general, and that any future use shall be equal or less intense than the current use of the property; with the following conditions:

1. That future C-4 Neighborhood Commercial uses of the site shall satisfy all requirements of the City Engineer, Building and Fire Inspections, and the Planning and Zoning Department.
2. That a future site development plan be submitted and reviewed by the MAPC prior to any future redevelopment to address vehicular access management and proper consistency with neighborhood scale.
3. Fencing /screening shall remain along the entire the perimeter of the proposed site and maintained.
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5. Any additional signage details shall also be submitted as part of the building permit application.

Respectfully Submitted for Council Consideration,



Otis T. Spriggs, AICP
Planning & Zoning Director

SITE PHOTOGRAPHS



View looking East along S. Culberhouse.



View looking South along S. Culberhouse.



View looking East at the intersection of S.Culberhouse and Fox Run.



View looking Northeast along S.Culberhouse (from abutting property frontage).



View looking West along Fox Run (subject property frontage).



View looking North of rear abutting property (Fox Run).



View Looking South at subject property (frontage).



View Looking North at subject property (frontage).



View looking Northeast along S. Culberhouse.