



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, September 6, 2011

5:30 PM

Huntington Building

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### 1. Call To Order

### 2. Approval of minutes

[MIN-11:064](#) Minutes for the Public Works Committee meeting on August 2, 2011

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

### 3. New Business

#### *Ordinances To Be Introduced*

[ORD-11:063](#) AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF SIEMENS' TACTICS CENTRAL TRAFFIC MANAGEMENT SOFTWARE

**Sponsors:** Engineering

**Attachments:** [Quote.pdf](#)

[ORD-11:064](#) AN ORDINANCE AMENDING THE STORMWATER MANAGEMENT REGULATIONS TO INCLUDE ADDITIONAL DEFINITIONS AND FOR CLARITY PURPOSES

**Sponsors:** Engineering

[ORD-11:066](#) AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, CHAPTER 117, ZONING; BY MODIFYING SECTIONS 117-2 DEFINITIONS, AND SECTION 117-324 PARKING SURFACING, REGULATING THE INSTALLATION OF ALTERNATIVE PARKING SURFACING ON PROPERTIES WITHIN THE CITY LIMITS

**Sponsors:** Planning and Engineering

#### *Resolutions To Be Introduced*

[RES-11:158](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALVIN CRABTREE DBA ALVIN CRABTREE & SON FOR THE 2011 BELT STREET ACCESS TO TRANSIT PROJECT

**Sponsors:** JETS and Engineering

**Attachments:** [Contract Documents.pdf](#)  
[Bid 2011-37 JETS Sidewalk Tabulation.pdf](#)  
[Certification.pdf](#)

**4. Pending Items**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**



# City of Jonesboro

515 West Washington  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-11:064    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 8/3/2011    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee meeting on August 2, 2011  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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title  
Minutes for the Public Works Committee meeting on August 2, 2011



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Works Council Committee

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Tuesday, August 2, 2011

5:30 PM

Huntington Building

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### 1. Call To Order

*Mayor Perrin was also in attendance.*

**Present** 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

### 2. Approval of minutes

**MIN-11:056** Minutes for the Public Works Committee meeting on July 5, 2011

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

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

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**MIN-11:059** Minutes for the special called Public Works Committee meeting on July 12, 2011

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

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

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

### 3. New Business

#### *Ordinances To Be Introduced*

**ORD-11:058** AN ORDINANCE ESTABLISHING AN ADOPT A STREAM PROGRAM AND ADOPTING GUIDELINES AND POLICES FOR PUBLIC PARTICIPATION IN LITTER REMOVAL FROM PUBLIC DRAINAGEWAYS IN THE CITY OF JONESBORO

**Sponsors:** Engineering



**Attachments:**    [Adopt a Stream - Agreement.pdf](#)  
[Adopt a Stream - Guidelines.pdf](#)  
[Adopt a Stream - Policy Statement.pdf](#)

*City Engineer Craig Light explained the City currently has no one wanting to do this, but someone might want to clean out a detention pond and this resolution will cover that. He added the policies for this are the same as the Adopt a Street policies.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**ORD-11:059**        AN ORDINANCE TO AMEND SECTION 9.2 OF THE STORMWATER DRAINAGE DESIGN MANUAL WITH REGARDS TO NONRESIDENTIAL STRUCTURES IN ZONES AE, AH, AO, AND A

**Sponsors:**        Engineering

**A motion was made by Councilman Gene Vance, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

*Resolutions To Be Introduced*

**RES-11:122**        A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF JONESBORO TO UTILIZE FEDERAL-AID ENHANCEMENT FUNDS

**Sponsors:**        Engineering

**A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-11:124**        A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS ACCEPTING RIGHT-OF-WAY ACQUIRED FOR THE CARAWAY RD SAFETY ENHANCEMENT PROJECT - AHTD JOB NO. 100521

**Sponsors:**        Engineering

**Attachments:**    [Tract 7 - Kitterman Realty to City.pdf](#)  
[Tract 8 - Jonesboro Country Club to City.pdf](#)  
[Tract 9 - Jonesboro Real Estate Holdings Co to City.pdf](#)  
[Tract 12 - Esther Lea Kitterman to City.pdf](#)  
[Tract 13 - Jonesboro Real Estate Holdings Co to City.pdf](#)  
[100521 Right-of-Way Map.pdf](#)

**A motion was made by Councilman Gene Vance, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-11:125** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT THIS EASEMENT AND RIGHT-OF-WAY FOR THE PURPOSE OF CONSTRUCTION OF A RAILROAD IN THE INDUSTRIAL PARK

**Sponsors:** Engineering

**Attachments:** [Easement and Right of Way.pdf](#)

**A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-11:126** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BARRINGTON PARK, PHASE 5, A RESIDENTIAL SUBDIVISION

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)

**A motion was made by Councilman Gene Vance, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-11:129** RESOLUTION TO REQUEST FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR TRAFFIC SIGNALS

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-11:132** A RESOLUTION TO THE CITY COUNCIL FOR THE CITY OF JONESBORO ACCEPTING A PERMANENT DRAINAGE EASEMENT AND AN AGREEMENT GRANTING AN EASEMENT.

**Sponsors:** Mayor's Office

**Attachments:** [Exhibit A Easement Agreement](#)  
[Acknowledgement](#)

**A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 4 - Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**Abstain:** 1 - Gene Vance

**RES-11:135** A RESOLUTION TO NAME THE CITY PARK AT NORTH MAIN AND ALLEN STREET THE REVEREND DR. HERMAN LEWELLEN PARK

**Sponsors:** Mayor's Office

**Attachments:** [Curtis Tate Request Letter](#)  
[RES 05 402 Guidelines](#)

*Councilman Chris Moore stated this needs to be placed on tonight's Council agenda.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**RES-11:137** RESOLUTION TO AMEND RESOLUTION NO. RES-11:113 WHICH ESTABLISHED AN INCINERATOR TIPPING FEE FOR THE CITY OF JONESBORO, ARKANSAS

**Sponsors:** Sanitation and Mayor's Office

*Councilman Moore stated this resolution needs to be placed on tonight's Council agenda. He further explained this resolution will lower the incinerator fee to \$13.00 per ton for the rest of the year, which will allow everyone who is in the lawn service business to complete their contracts for the year without an undo burden. He added after the first of the year the amount will go up to \$27.00 per ton.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

**4. Pending Items**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.**

**Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman



## Legislation Details (With Text)

<b>File #:</b>	ORD-11:063	<b>Version:</b>	1	<b>Name:</b>	Purchase of Siemen's traffic management software
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/22/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF SIEMENS' TACTICS CENTRAL TRAFFIC MANAGEMENT SOFTWARE				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Quote.pdf</a>				

Date	Ver.	Action By	Action	Result
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title

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF SIEMENS' TACTICS CENTRAL TRAFFIC MANAGEMENT SOFTWARE

body

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

SECTION 1. The City of Jonesboro desires to synchronize traffic signals along its' major corridors to facilitate more efficient movement of traffic along these routes.

SECTION 2. The current use of three (3) remote master controllers and ten (10) stand-alone site controllers limits staffs ability to optimize signal coordination among multiple corridors, to make changes to timing patterns along individual corridors for varying traffic conditions, or to verify operational status and troubleshoot problems with specific signalized intersections without considerable delay.

SECTION 3. A centralize traffic management system is needed to serve as the platform on which an effective traffic signal synchronization plan can be developed, operated, and maintained.

SECTION 4. Siemens' Tactics Central is a scalable traffic management software package that can serve as this traffic management platform and has been recommended to staff by representatives of the Arkansas State Highway and Transportation Department (AHTD).

SECTION 5. Temple, Inc. of Decatur, Alabama is the sole source provider of Siemens' software in the southern region of the United States.

SECTION 6. That said software can be purchased from Temple, Inc. for the sum of \$84,500.00 to be paid from the Energy Efficiency and Conservation Block Grant; at no cost to the City of Jonesboro.

SECTION 7. That the City Council in accordance with the terms of A.C.A. Section 14-58-302 does hereby waive the requirement of competitive bidding and authorizes the purchase of the described traffic management software as set forth in Section 6 above.

# Temple, Inc.

P.O. Box 2066  
Decatur, Alabama 35602-2066  
Phone 1-800-633-3221  
Fax (256) 353-4578



# Temple

*Serving the South Since 1954!*

## TACTICS CENTRAL Quotation

Jonesboro, AR  
attn: Craig Light  
[clight@jonesboro.org](mailto:clight@jonesboro.org)

DATE  
**August 4, 2011**

**NET 30**

DELIVERY  
**4 to 6 Weeks, A.R.O.**

SALESMAN  
**Brad White**

**CONDITIONS:** The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
1	<b>TACTICS CENTRAL-100 Signal System (up to 100 int/3 users)</b> <i>Includes 2 years Siemens Software Upgrades and Support, Assistance for installation &amp; training</i>	\$ 84,500.00	\$ 84,500.00
	<b>Optional:</b> <i>Siemens Software Upgrades &amp; Support - Annual Agreement for each year extending beyond 2 years from installation</i>	\$ 12,500.00	Annually
	<b>On-site Technical Services -</b> <i>As needed (Includes travel &amp; per diem expenses)</i>	\$ 1,250.00	Per Person-Day

**NOTE:**  
*Tax will be added if applicable.*  
*Freight not included unless noted on quote.*

Quote Valid For 30 Days.

SALESPERSON Brad White



## Legislation Details (With Text)

<b>File #:</b>	ORD-11:064	<b>Version:</b>	1	<b>Name:</b>	Amend Stormwater Regulations to add definitions and for other purposes
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/19/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	AN ORDINANCE AMENDING THE STORMWATER MANAGEMENT REGULATIONS TO INCLUDE ADDITIONAL DEFINITIONS AND FOR CLARITY PURPOSES				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Technical Code				
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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### Title

AN ORDINANCE AMENDING THE STORMWATER MANAGEMENT REGULATIONS TO INCLUDE ADDITIONAL DEFINITIONS AND FOR CLARITY PURPOSES

### Body

WHEREAS, the City Council for the City of Jonesboro, Arkansas adopted specific Stormwater Regulations on December 18, 2008 (ORD-08:099) which are now codified in Chapter 112 of the Jonesboro Municipal Code;

WHEREAS, specific Code Amendments and Definitions are needed to clarify the Stormwater Code requirements for properties being redeveloped.

WHEREAS, the Stormwater Management Board recommends the amendment to the Jonesboro Municipal Code.

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

SECTION 1: That the following definitions be added to Section 112-1 of the Jonesboro Municipal Code.

*Redevelopment* - the demolition or removal of old buildings, structures, or other improvements to a developed site, and replacement or construction of new buildings, structures, or improvements on the same site.

*Undeveloped Property* - real property which has not been altered from its natural state by the addition of any improvements such as buildings, structures, or other impervious area.

*Subdivision* - a division of land into two (2) or more lots or parcels, including the combination or recombination of two (2) or more previously plotted lots. The term subdivision shall apply also to any division of land involving the dedication of a street to the public, provided, however, that any division of land for agricultural purposes into lots or parcels of five (5) acres or more shall not be deemed a subdivision unless street dedication or the installation of utilities are involved.

SECTION 2. That Section 112-7 of the Jonesboro Municipal Code shall be amended to read as follows:

Any person, firm, corporation, business, or legal entity proposing to develop, redevelop, or subdivide land within the city planning jurisdiction shall prepare and submit a SWMP to the City Engineer for review and be issued a Compliance Letter prior to commencement of construction of the improvements, except for the following:

- (1) One new or existing single-family structure;
- (2) One new or existing duplex family structure;
- (3) One existing commercial or industrial structure where proposed structural or site improvements are less than 2,000 square feet cumulatively and no other structural or site improvements have been made in the preceding three (3) years that when combined with the current improvements would exceed 2,000 square feet in aggregate.

SECTION 3. That Section 112-103 of the Jonesboro Municipal Code shall be amended to read as follows:

This article establishes plan preparation and submittal requirements for development and redevelopment projects within the Jonesboro Planning jurisdiction.

SECTION 4. That Section 112-103 (2) of the Jonesboro Municipal Code shall be amended to read as follows:

(2) Differential Runoff

- a. For undeveloped property, the total volume, peak flow rate, and velocity of stormwater runoff from the site, post-development, should to the extent practicable approximate that of the site prior to the development.
- b. For redeveloped property, the total volume, peak flow rates, and velocity of Stormwater runoff from this site, post-development, should be reduced by an amount equivalent to a twenty percent (20%) reduction in impervious area from the previously developed site.

SECTION 5. That the provisions of this Ordinance are declared to be severable. In the event any portion or portions may be declared unconstitutional does not render the remaining provisions invalid. Further, all Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 6. That the Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to adopt the above referenced addition to the Jonesboro Municipal Code.



Legislation Details (With Text)

**File #:** ORD-11:066    **Version:** 1    **Name:**  
**Type:** Ordinance    **Status:** To Be Introduced  
**File created:** 8/30/2011    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, CHAPTER 117, ZONING; BY MODIFYING SECTIONS 117-2 DEFINITIONS, AND SECTION 117-324 PARKING SURFACING, REGULATING THE INSTALLATION OF ALTERNATIVE PARKING SURFACING ON PROPERTIES WITHIN THE CITY LIMITS  
**Sponsors:** Planning, Engineering  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**  
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF JONESBORO, ARKANSAS, CHAPTER 117, ZONING; BY MODIFYING SECTIONS 117-2 DEFINITIONS, AND SECTION 117-324 PARKING SURFACING, REGULATING THE INSTALLATION OF ALTERNATIVE PARKING SURFACING ON PROPERTIES WITHIN THE CITY LIMITS

**Body**  
WHEREAS, the primary purpose and intent of the Alternative Parking Surfacing Ordinance is to provide for alternative parking lot standards, materials, methods, and designs in accordance with the U.S. Green Building Council, Leadership Energy and Environmental Design (LEED) voluntary rating system for large recreational/seasonal use facilities on property within the City limits, and

WHEREAS, the intent of these guidelines is to reduce the negative impacts associated with large impervious surface parking areas, and

WHEREAS, the Metropolitan Area Planning Commission consider this amendment of the parking lot regulations on August 9, 2011, and voted unanimously to recommend approval to City Council, and

WHEREAS, reasonable regulation of alternative porous paving systems is necessary to protect the public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF JONESBORO THAT CHAPTER 117 OF THE JONESBORO CODE OF ORDINANCES BE MODIFIED TO READ AS FOLLOWS:

Sec. 117-2: Definitions of terms and uses.

Parking Lot, Seasonal: means a special parking area used for businesses or recreational facilities; seasonal parking areas are typically utilized for special and recreational events. Such seasonal parking shall be defined



as a parking area or lot generally used for a time period of up to six (6) months in a given year, occupying up to 50% of the required parking calculation per Section 117-324 of this ordinance. Any proposed parking exceeding 50% of the requirement shall be subject to review and approval by the Metropolitan Area Planning Commission through a site plan application.

**Parking Lot, Special Event:** Means a parking lot which accommodates Parks/Recreation/Entertainment Indoor/Outdoor uses such as: Convention Centers, Entertainment and Amusement Parks, Fairground and Carnival Uses, Athletic Stadium/Arena/ Playfields, etc.

Section 117-324 (d) (5) Surfacing. All required off-street parking and loading spaces, and the driveways serving off-street parking and loading spaces, except seasonal or event parking, shall be paved with asphalt, concrete or brick; provided driveways serving single-family dwellings shall only be required to pave the first 100 feet, as measured from the street. The area of the driveway from the edge of the street to the property line shall be paved.

Section 117-324 (d) (5a.) For seasonal or event parking, developers may propose alternative materials, methods, and designs in accordance with the U.S. Green Building Council, Leadership Energy and Environmental Design (LEED) voluntary rating system. Such proposals must include documented evidence from professional engineers, architects, or environmental planners demonstrating the effectiveness of the proposed alternative materials, methods, and designs in meeting the intent and purpose of these regulations. Any such proposals must be specifically approved by the City Engineer. However, aggregate, chip and seal, or pea gravel and seal surfaces shall not be permitted.

SECTION (1): It is found and declared by the City Council that an emergency exists and this Ordinance, being necessary for the preservation of public peace, health and safety, shall take effect from and after its passage and approval.

SECTION (2): Conflict - If any part of this Section is found to be in conflict with any other Section of the Zoning Ordinance or with any other Ordinance, the most restrictive or highest standard shall prevail. If any part of this Section is explicitly prohibited by Federal law or state statute that part shall not be enforced.



## Legislation Details (With Text)

<b>File #:</b>	RES-11:158	<b>Version:</b>	1	<b>Name:</b>	Contract with Alvin Crabtree for Belt Street transit project
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/26/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALVIN CRABTREE DBA ALVIN CRABTREE & SON FOR THE 2011 BELT STREET ACCESS TO TRANSIT PROJECT				
<b>Sponsors:</b>	JETS, Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Contract Documents.pdf</a> <a href="#">Bid 2011-37 JETS Sidewalk Tabulation.pdf</a> <a href="#">Certification.pdf</a>				

Date	Ver.	Action By	Action	Result
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### Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH ALVIN CRABTREE DBA ALVIN CRABTREE & SON FOR THE 2011 BELT STREET ACCESS TO TRANSIT PROJECT

### Body

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the 2011 Belt Street Access to Transit Project;

WHEREAS, the low bidder and the firm selected for the 2011 Belt Street Access to Transit Project is Alvin Crabtree dba Alvin Crabtree & Son;

WHEREAS, Alvin Crabtree dba Alvin Crabtree & Son has bid \$97,241.28 for the 2011 Belt Street Access to Transit Project;

WHEREAS, funding for the execution of the contract shall come from Federal Transit Authority (FTA) funds and 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 Alvin Crabtree dba Alvin Crabtree & Son in the amount of \$97,241.28 for the 2011 Belt Street Access to Transit Project.

Section 2. That funding for the execution of the contract shall come from Federal Transit Authority (FTA) funds 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.



**Specifications**

**For**

**2011 Belt Street**

**Access to Transit Project**

**(Bid #2011:37)**

**Jonesboro, Arkansas**

**City of Jonesboro ■ Engineering Department**

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**P.O. Box 1845 ■ 307 Vine Street ■ Jonesboro, AR 72403 ■ 870.932.2438**

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- XI. SPECIAL CONDITIONS
- XII. TECHNICAL SPECIFICATIONS

## **I. ADVERTISEMENT FOR BIDS**

Sealed bids for the 2011 Belt Street Access to Transit Project will be received at the Purchasing Department of the City of Jonesboro City Hall, 515 West Washington Ave., Jonesboro, Arkansas until 2:00 P.M. (Local Time) on August 24, 2011 and then publicly opened and read for furnishing all labor, material, and equipment, and performing all work required to improve access to transit. All Submissions shall be annotated on the outside of the envelope with the bid number 2011:37.

The project consists of the removal and replacement of 2,270 linear feet of new sidewalk and associated improvements in the North Jonesboro area. More specifically, sidewalks will be constructed on Belt Street from Habitat to Patrick, and from Scott to Marshal in order to enhance access to transit in this area that actively utilizes JETS' fixed route bus system.

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

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

The attention of bidders is called to the fact that Act 150 of 1965 (as amended), Arkansas Statutes, states that under certain conditions a Contractor must be licensed by the State Licensing Board for Contractors before he may undertake work in Arkansas. The Bidder shall comply with requirements of this Arkansas Law.

Plans, specifications, proposal forms and other contract documents may be examined at City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72401 and may be secured at the cost of \$25.00 Dollars per set from the City of Jonesboro, 307 Vine Street, Jonesboro, Arkansas 72401. No refunds will be made. Any addendum to this bid will be posted no later than 5 days before bid opening by clicking on "Purchasing" at [www.jonesboro.org](http://www.jonesboro.org).

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

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

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

## **II. INSTRUCTION TO BIDDERS**

### **1. PREPARATION OF BID**

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the 2011 Belt Street Access to Transit Project Bid Number 2011:37 and with the hour and date of bid opening shown thereon. The name, address, and Arkansas Contractor's License Number of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

### **2. INTERPRETATIONS AND ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to five (5) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

### **3. INSPECTION OF SITE**

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any

obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

#### **4. BID GUARANTY**

The bids must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the Bidder, the guaranty may be a certified check, or may be a bid bond (substantially in the form attached). No bid will be considered unless it is accompanied by the required guaranty. Certified check must be payable to the City of Jonesboro, Arkansas. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Certified checks, or bid bonds, of unsuccessful Bidders, will be returned upon request as soon as feasible after the opening of the bids.

#### **5. COLLUSION; SUBCONTRACTS**

A Bidder submitting a Proposal to the Owner for the work contemplated by the Documents on which bidding is based shall not collude with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval of the Owner.

#### **6. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, the Bidder shall provide a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

#### **7. BALANCED BIDS; VARIATIONS IN QUANTITIES**

The lump sum price and unit price for each of the several items in the Proposal of each Bidder shall be balanced and shall include its pro rata share of overhead.

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the



quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

Increases or decreases in items of work, and the cost thereof, shall be done in accordance with the Section entitled, CHANGES IN THE WORK under GENERAL CONDITIONS.

#### **8. TIME FOR RECEIVING BIDS**

A bid received prior to the advertised time of opening will be kept securely, and will remain sealed until the time of opening. The officer whose duty it is to open them will decide when the specified time has arrived, and any bid received subsequent to that time will be returned unopened.

#### **9. OPENING OF BIDS**

At the time and place fixed for the opening of bids, the Owner first will cause the bid guarantees to be checked as stipulated above. The Owner then will cause the qualified bids to be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

#### **10. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written request if the request is received prior to the time fixed for the opening of bids.

#### **11. AWARD OF CONTRACT; REJECTION OF BIDS**

The Contract will be awarded to the responsible Bidder submitting the lowest total bid complying with the conditions of the Notice to Contractors and other parts of these Contract Documents. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in its interests.

The Owner reserves the right to consider as unqualified to do the work any Bidder who does not habitually perform with his own forces the major portions of such work as is involved in construction of these improvements.

#### **12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND**

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner a Contract in the form included in the Contract Documents in such number of copies as the Owner may require.

Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. Such bond shall be as included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

The failure of the successful Bidder to execute such Contract and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined insufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or readvertise for bids.

### **13. BONDS AND INSURANCE**

Attention of Bidders is called to Act 82 of the 1935 Acts of the Arkansas General Assembly, which has certain requirements pertaining to performance bonds, labor bonds, employer's liability insurance, public liability insurance, workmen's collective insurance, and property damage insurance.

All companies furnishing bid bonds and performance bonds shall furnish evidence of being on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Arkansas.

### **14. LEGAL QUALIFICATIONS**

All Bidders, in order to submit a bonafide Proposal, must comply with the terms of Act 150 of the 1965 Acts of the Arkansas General Assembly, as amended.

The successful Bidder, if a corporation created under the laws of a state other than the State of Arkansas, will be required to qualify, or to have qualified, with the Secretary of State of Arkansas to do business in the State of Arkansas.

### **15. MODIFICATION OF BID**

No modification of any bid already submitted will be considered unless such modification is received prior to the time set for opening of bids.

**III. PROPOSAL**

Place Jonesboro, Ark  
Date 8/24/11

Proposal of NA

a corporation organized and existing under the laws of the State of NA

or

Proposal of NA

a partnership consisting of NA

or

Proposal of Alvin Crabtree

an individual doing business as Alvin Crabtree & Son

**TO: City of Jonesboro**

This bid results from your advertisement for bids for the 2011 Belt Street Access to Transit Project

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in the SPECIAL CONDITIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in the GENERAL CONDITIONS of these Contract Documents.

Bidder acknowledges receipt of the following addendum (addenda):

na Dated na  
na Dated na

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

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

Accompanying this Proposal as bid security is ~~certified check~~ bid bond (Strike One) in the amount of ~~four thousand eight hundred sixty-two~~ <sup>cents</sup> 4862.00 Dollars (\$ 4862.00), being not less than five percent (5%) of the total of the bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Justin Crabtree  
(Witness)

Alvin Crabtree & Son  
(Name of Bidder)

No CR. 328

By Alvin Crabtree

Bona, AR 72416  
(Address)

Alvin Crabtree - owner  
(Print Name and Title)

499 CR 383

Bona, AR 72416  
(Office Address of Bidder)

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

**IV. UNIT PRICE SCHEDULE**

<u>Item No</u>	<u>Description</u>	<u>AHTD Ref</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Removal and Disposal of Driveway	202	S.Y.	327	\$ 8. <sup>55</sup>	\$ 2,795. <sup>85</sup>
2	Removal and Disposal of Sidewalk	202	S.Y.	85	\$ 8. <sup>55</sup>	\$ 726. <sup>75</sup>
3	Removal and Disposal of Curb	202	L.F.	180	\$ 4. <sup>00</sup>	\$ 720. <sup>00</sup>
4	Aggr. Base Course (Class 7)	303	Ton	20	\$ 16. <sup>25</sup>	\$ 325. <sup>00</sup>
5	PC Concrete Driveway	505	S.Y.	593	\$ 34. <sup>00</sup>	\$ 20,162. <sup>00</sup>
6	18" RC Pipe Culverts (Cl. 3)	606	L.F.	7.5	\$ 33. <sup>80</sup>	\$ 253. <sup>50</sup>
6	24" RC Pipe Culverts (Cl. 3)	606	L.F.	15	\$ 49. <sup>00</sup>	\$ 735. <sup>00</sup>
7	Drop Inlet	609	Each	1	\$ 2,834. <sup>00</sup>	\$ 2,834. <sup>00</sup>
8	Seeding (Hydro-Seeding)	620	Acre	0.5	\$ 1,500. <sup>-</sup>	\$ 750. <sup>00</sup>
9	Mulch Cover	620	Acre	0.5	\$ 1,500. <sup>-</sup>	\$ 750. <sup>00</sup>
10	Water	620	M Gal	14	\$ 42. <sup>00</sup>	\$ 588. <sup>00</sup>
11	Concrete Walks	633	S.Y.	937	\$ 30. <sup>00</sup>	\$ 28,110. <sup>00</sup>
12	Concrete Walks @ Fill	633	S.Y.	83	\$ 38. <sup>80</sup>	\$ 3,220. <sup>40</sup>
13	Concrete Walks w/R-Wall	633	S.Y.	38	\$ 125. <sup>00</sup>	\$ 4,750. <sup>00</sup>
14	Hand Railing	633	L.F.	15	\$ 40. <sup>00</sup>	\$ 600. <sup>00</sup>
15	CC Curb & Gutter - A (2')	635	L.F.	663	\$ 13. <sup>88</sup>	\$ 9,202. <sup>44</sup>
16	CC Curb & Gutter - B (2')	635	L.F.	398	\$ 13. <sup>88</sup>	\$ 5,524. <sup>24</sup>
18	Truncated Domes	641	S.F.	120	\$ 25. <sup>00</sup>	\$ 3,000. <sup>00</sup>
19	Wheelchair Ramps	641	S.Y.	108	\$ 94. <sup>50</sup>	\$ 10,206. <sup>00</sup>

20	Replace Water Meter Box	Special	Each	5	\$ 75 <sup>00</sup>	\$ 375 <sup>00</sup>
21	Sidewalk Drains	Special	Each	3	\$ 350 <sup>00</sup>	\$ 1050 <sup>00</sup>

TOTAL BASE BID

\$ 97,241.28

WRITTEN IN WORDS: Ninety-seven thousand two hundred  
forty-one <sup>dollars</sup> and twenty-eight cents



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # GRBB1011234

**KNOW ALL MEN BY THESE PRESENTS**, that we

**ALVIN CRABTREE DBA ALVIN CRABTREE AND SONS**

499 Cr 383

Bond, AR 72416

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**Granite Re, Inc.**

14001 Quail Brook Drive

Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of OK as Surety, hereinafter called the Surety, are held and firmly bound unto

**City Of Jonesboro**

307 Vine St.

Jonesboro, AR 72403

(Here insert full name and address or legal title of Owner)

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

**2011 Belt Street Access to Transit Project Project #2011:37**

(Here insert full name, address and description of project)

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 this 24th day of August, 2011

**ALVIN CRABTREE DBA ALVIN CRABTREE AND SONS**

*Alvin Crabtree*

(Principal)

(Seal)

*Owner*

(Title)

*Marta Crable*

(Witness)

**Granite Re, Inc.**

*J. Alan Rogers*

(Title) J. Alan Rogers - Lic# 61847, ATTORNEY-IN-FACT

*M. Rogers*

(Witness)

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

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

J. ALAN ROGERS, MIKI J. ROGERS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

J. ALAN ROGERS, MIKI J. ROGERS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 4<sup>th</sup> day of November, 2010.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
Rodman A. Frates, Secretary/Treasurer

On this 4<sup>th</sup> day of November, 2010, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Rodman A. Frates were respectively the President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
May 9, 2012  
Commission #: 00005708



  
Notary Public

GRANITE RE, INC.  
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24<sup>th</sup> day of AUGUST, 2011.



  
Rodman A. Frates, Secretary/Treasurer



## VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

## Qualification Of Bidders

1. Name of Bidder. Alvin Crabtree D/B/A Alvin Crabtree & Son
2. Are you currently a licensed contractor by the State of Arkansas? Yes, Lic. # 0131640812, Exp. Date August 31, 2012
3. Permanent main office address. 499 CR 383 Bono, AR 72416
4. When organized. January 1998
5. If a corporation, when incorporated. N/A
6. How many years have been engaged in the contracting business under your present firm or trade name? 13 years
7. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). Rails to Trail, \$52,800.00, to be completed October 2011.
8. General character of work performed by your company. Concrete parking, sidewalks, foundations, roads, driveways, etc.
9. Have you ever failed to complete any work awarded to you? No
10. Have you ever defaulted on a Contract? No
11. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
12. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
  - Sidewalk Improvements for City of Paragould \$182,00.00 Completed July 2011
  - Patch & Overlay of Complex Road - City of Marion \$123,128.00 Completed March of 2011
  - Sidewalk Improvements for City of Paragould \$135,760.00 Completed December of 2010
13. List your major equipment available for this Contract. 1 Dozer, 2 Excavators one with Thumb, 5 Dump Trucks, Bobcat, Backhoe, Roller
14. Experience in construction work similar in importance to the project. Refer to #12
15. Background and experience of the principal members of your organization, including the officers. Most have at least 6 years of experience
16. Credit Available: \$40,000.00
17. Give Bank Reference: Rick Wyatt - Regions Bank
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the owner? Yes

- 16. Credit available: \$ See Attachment
- 17. Give Bank reference: See Attachment
- 18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- 19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Jonesboro, AR this 24<sup>th</sup>  
 day of August, 20 11.

Alvin Crabtree & Son  
 (Name of Bidder)

By Alvin Crabtree

Title Owner

STATE OF Arkansas )  
 ) SS.  
 COUNTY OF Craighead )

Alvin Crabtree & Son being duly sworn deposes and says that  
 he is owner of Alvin Crabtree & Son  
 (Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 24<sup>th</sup> day of August, 20 11.

Nesha L. Guest  
 (Notary Public)

My Commission Expires:

1-25-16



**VII. CONTRACT**

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

between Alvin Crabtree \_\_\_\_\_

(an individual trading as Alvin Crabtree & Son \_\_\_\_\_)

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

**WITNESSETH:**

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

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the 2011 Belt Street Access to Transit Project, in strict accordance with the Contract Documents, including all Addenda thereto

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

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

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

as prepared by the Engineer.

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

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) calendar days thereafter (except as modified in the GENERAL CONDITIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL CONDITIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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



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

ATTEST:

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
City of Jonesboro  
(Owner)

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_

**VIII. ARKANSAS PERFORMANCE-PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, \_\_\_\_\_

as Principal, hereinafter called Principal, and \_\_\_\_\_

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

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

WHEREAS, The Principal entered into a Contract with the Owner by written Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof, hereinafter referred to as the Contract, for the 2011 Belt Street Access to Transit Project.

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

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

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

No suit, action, or proceeding shall be brought on this bond outside the State of Arkansas. No

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

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

NOTES:

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



## **IX. GENERAL CONDITIONS**

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## **GC.1 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GC.2 SUPERINTENDENCE BY CONTRACTORS**

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

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

**GC.3 CONTRACTOR'S EMPLOYEES**

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

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

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

**GC.4 SAFETY OF CONTRACTOR'S EMPLOYEES**

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

**GC.5 SUBCONTRACTS**

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

**GC.6 OTHER CONTRACTS**

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

**GC.7 CONTRACTOR'S INSURANCE**

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

- (1) Workmen's Compensation - Statutory Limit
- (2) Employer's Liability for Hazardous Work - If Needed
- (3) Public Liability (Bodily Injury) - \$1,000,000/occurrence

and Property Damage

- \$2,000,000/aggregate

(4) Builder's Risk

- Insurable Portion

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

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

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

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

The City of Jonesboro shall be included on the policy as additional insured.

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

The Owner requires the Contractor to name the City of Jonesboro and the Engineer as an additional insured on their insurance policies referenced in GC.7.

#### **GC.9 FITTING AND COORDINATION OF THE WORK**

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

#### **GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

## **GC.11 PAYMENT TO CONTRACTOR**

The Engineer will prepare (with the required assistance from the Contractor) the application for partial payment. If the bid contains lump sum prices, the Contractor shall furnish to the Engineer, upon request, a detailed cost breakdown of the several items of work involved in the lump sum prices. The Engineer will use this cost breakdown to determine the amount due the Contractor as progress payment. A cut-off time shall be established near the last day of the month such as to allow sufficient time for the application to be prepared, approved by the Contractor, and submitted by the Engineer to the Owner by the first day of the successive month. The amount of the payment due to the Contractor shall be determined by the total value of work completed to date, deducting ten percent (10%) for retainage, adding the value of submitted paid invoices covering construction materials, properly stored on the site, and deducting the amount of all previous payments. After the project is fifty percent (50%) complete, no additional retainage beyond ten percent (10%) of the first fifty percent (50%) of the project cost will be withheld provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding until completion of the project at which time the retainage will be released with the final payment. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit and lump sum prices contained in the Proposal. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of paid invoices, covering construction materials for which material payments are made, shall be furnished to the Engineer before such material payments are made.

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

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

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

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

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

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

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

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

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

## **GC.12 USE OF COMPLETED PORTIONS**

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

### GC.13 CHANGES IN THE WORK

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

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

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

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

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

- (1) If the Proposal is acceptable the Local Public Agency will prepare the Change Order in accordance therewith for acceptance by the Contractor and
- (2) If the Proposal is not acceptable and prompt agreement between the two (2) parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work on a Force Account basis, under which the net cost shall be the sum of the actual costs that follow:



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

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

Each Change Order shall include in its final form:

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

#### **GC.14 CLAIMS FOR EXTRA COST**

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

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

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency, and work shall not proceed

except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

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

**GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT** (See SP-2 (7) for Additional Requirements for FTA Funded Projects)

Termination for Cause

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

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

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

Termination for Convenience

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

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

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

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

#### **GC.16 SUSPENSION OF WORK**

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

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

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

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

#### **GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES**

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

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

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

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

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

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

## **GC.18 DISPUTES**

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall within ten (10) days of commencement

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

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

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

#### **GC.19 ASSIGNMENT OR NOVATION**

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

#### **GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS**

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

## **GC.21 SHOP DRAWINGS**

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

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

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

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

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

## **GC.22 REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and shall list the various items and the latest date by

which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after the Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

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

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

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

### **GC.24 SAMPLES, CERTIFICATES, AND TESTS**

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

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the

name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

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

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

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials which fail to meet Contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and
- (4) The Local Public Agency will pay all other expenses.

#### **GC.25 PERMITS AND CODES**

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

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

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



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

## **GC.26 CARE OF WORK**

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

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

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

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

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

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

claimed that the Local Public Agency, or the Engineer, is liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

#### **GC.27      QUALITY OF WORK AND PROPERTY**

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

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

#### **GC.28      ACCIDENT PREVENTION**

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, including applicable parts of the Arkansas Department of Labor Safety Code, shall be observed. The Contractor shall take or cause to be taken such safety and health measures, additional to those herein required, as he may deem necessary or desirable. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the

extent that such provisions are not in conflict with applicable local laws.

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

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

### **GC.29 SANITARY FACILITIES**

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

### **GC.30 USE OF PREMISES**

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

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

### **GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.**

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

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

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

### **GC.33 OBSERVATION OF WORK**

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

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

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

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

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

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

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

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the

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

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

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

#### **GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER**

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

#### **GC.35 PROHIBITED INTERESTS**

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

**GC.36 FINAL INSPECTION**

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

**GC.37 PATENTS**

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

**GC.38 WARRANTY OF TITLE**

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

**GC.39 GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in

respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the agreed upon day of final acceptance of the work. The Local Public Agency will give notice of defective materials and work with reasonable promptness.

## **X. SUPPLEMENTAL GENERAL CONDITIONS**

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## **SGC.1      PROGRESS SCHEDULE**

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

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

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

## **SGC.2      DRAWINGS**

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

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

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

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## **SGC.4      RECORD DRAWINGS**

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

notes, comments, dimensions, etc. shall be legible. The Record Drawings shall be stored flat and shall not be rolled. The Record Drawings shall be submitted to the Engineer before the project can be accepted.

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

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

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

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

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

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

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

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

The work required by this item will be paid for at the price bid for "Trench and Excavation Safety Systems". After award of the contract, the Contractor shall submit to the Engineer a breakdown of cost for work involved in the price bid for "Trench and Excavation Safety Systems" and shall, with each periodic payment request, submit a certification by the Contractor's "competent person" as defined in Subpart "P" 1926.650(b) that the Contractor has complied with the provisions of "Occupational Safety and Health Administration Standard for Excavation and Trenches Safety System", 29 CFR 1926 Subpart P for work for which payment is requested.

## **SGC.6      MINIMUM WAGES**

The Contractor shall comply with the provisions of the Arkansas Prevailing Wage Law, Arkansas Code Annotated §§ 22-9-301 to 22-9-313 (1987) and the administrative regulations promulgated thereunder, as they apply under this Contract.

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

The Contractor shall comply with all applicable provisions of the Arkansas Prevailing Wage Law including the following:

- (1) Pay wage rates not less than the prevailing hourly wage for each craft or type of workman needed to execute the Contract, as determined by the Arkansas Department of Labor, such determination covering rates for regular hours, and rates for holidays and overtime work (Arkansas Code Ann. §§ 22-9-308(b)(2) and §§ 22-9-308(c)).
- (2) Post on the site of the work, in a conspicuous and accessible place, a copy of the prevailing wage rates as determined (Arkansas Code Ann. §§ 22-9-309(a)).
- (3) Keep an accurate record of workman employed by him, and by each subcontractor, if any, including the wage payments made. Such record, or records, shall be available for inspection by the Arkansas Department of Labor, and the Owner, during reasonable hours.
- (4) The Contractor's bond shall guarantee the payment of wages as herein specified.

Wage rates as established by the Arkansas Department of Labor are minimum for wage payments under this Contract.

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

## **SGC.7      WAGE RATES**

Attention is called to the fact that both Federal (Davis-Bacon) and State of Arkansas Prevailing Wage rate requirements apply to this project. Not less than the Federal Davis Bacon wage rates of the general prevailing wage rate and the Federal prevailing rates for holiday and overtime work must be paid on this project. Davis-Bacon wage and State of Arkansas rates are included in the bid documentation and will be strictly monitored. Contractor shall provide payroll sheets with invoice request. (See SP – 2 (4) for Additional Requirements for FTA Funded Projects)

GENERAL DECISION: AR20100049 03/12/2010 AR49

Date: March 12, 2010

General Decision Number: AR20100049 03/12/2010

Superseded General Decision Number: AR20080049

State: Arkansas

Construction Type: Highway  
Highway Construction

County: Craighead County in Arkansas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; trestle, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	03/12/2010

SUAR2008-003 11/19/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 11.75	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.28	0.00
ELECTRICIAN, Including Traffic Signal Installation.....	\$ 18.24	8.45
IRONWORKER, Structural and Reinforcing.....	\$ 13.77	0.00
LABORER: Asphalt Spreader.....	\$ 12.07	0.00
LABORER: Common or General.....	\$ 8.49	0.00
LABORER: Cone Setter.....	\$ 10.40	0.00
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Grade Checker.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.67	0.00
LABORER: Pipelayer.....	\$ 12.42	0.00
OPERATOR: Asphalt Paver.....	\$ 12.50	0.00
OPERATOR: Asphalt Plant.....	\$ 13.86	0.00
OPERATOR: Asphalt Roller.....	\$ 11.55	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.69	0.00
OPERATOR: Blade/Grader.....	\$ 13.21	0.00

OPERATOR: Broom.....	\$ 10.57	0.00
OPERATOR: Bulldozer.....	\$ 14.17	0.00
OPERATOR: Cherry Picker.....	\$ 11.32	0.00
OPERATOR: Concrete Batch Plant.....	\$ 15.40	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 11.62	0.00
OPERATOR: Concrete Pump, Truck Mounted.....	\$ 11.00	0.00
OPERATOR: Crane.....	\$ 15.50	0.00
OPERATOR: Drill.....	\$ 19.09	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Milling Machine.....	\$ 14.46	0.00
OPERATOR: Oil Distributor.....	\$ 11.95	0.76
OPERATOR: Oiler.....	\$ 12.00	0.00
OPERATOR: Roller (Dirt and Grade Compaction).....	\$ 9.93	0.00
OPERATOR: Scraper.....	\$ 11.06	0.00
OPERATOR: Screed.....	\$ 15.01	0.00
OPERATOR: Tractor.....	\$ 8.00	0.00
OPERATOR: Trencher.....	\$ 12.98	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.42	0.00
OPERATOR: Concrete Paver.....	\$ 15.24	0.00
OPERATOR: Front End Loader.....	\$ 13.08	0.00
OPERATOR: Highway/Parking Lot Striping Machine.....	\$ 12.44	0.00
PAINTER (Brush, Roller and Spray).....	\$ 19.10	0.00
TRUCK DRIVER.....	\$ 11.15	0.00

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

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

-----  
 --  
 On the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
 -----  
 --

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

## **XI. SPECIAL CONDITIONS**

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## **SC.1 GENERAL**

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

## **SC.2 LOCATION OF PROJECT**

The project is located in the North Jonesboro Area, Jonesboro, Arkansas. A map showing the general location is included in the plan sets.

## **SC.3 SCOPE OF WORK**

The work to be performed under this Contract consists of furnishing all materials, labor, supervision, tools and equipment necessary to remove and replace 2,270 Linear Feet of new sidewalk and associated improvements.

## **SC.4 TIME ALLOTTED FOR COMPLETION**

The time allotted for completion of the work shall be sixty (60) consecutive calendar days, which time shall begin with ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

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

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be examined at the City of Jonesboro Engineering Department, 307 Vine Street, Jonesboro, Arkansas 72403, and obtained upon payment of \$25.00 each. No refunds will be made.

## **SC.6 LIQUIDATED DAMAGES FOR DELAY**

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

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

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

The amount of Liquidated Damages to be assessed shall be in accordance with the schedule that follows:

<u>Amount of Contract</u>	<u>Liquidated Damages</u> <u>Per Day</u>
Less than \$25,000.00	\$100.00
Not less than \$ 25,000.00 but less than \$ 50,000.00	\$150.00
Not less than \$ 50,000.00 but less than \$ 100,000.00	\$200.00
Not less than \$100,000.00 but less than \$ 500,000.00	\$250.00
Not less than \$500,000.00 but less than \$1,000,000.00	\$350.00
Over \$1,000,000.00	\$500.00

1. Time is an essential element of the Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the facility; and the cost to the Owner of the administration of the Contract, including engineering, inspection and supervision, will be increased as the time occupied in the work is lengthened.
2. Should the Contractor fail to complete the work as set forth in the Specifications and within the time stipulated in the Contract, there shall be deducted the amount shown in the schedule above, for each day of delay, from any monies due or which may thereafter become due him, not as a penalty, but as ascertained and liquidated damages.
3. Should the amount otherwise due the Contractor be less than the amount of such ascertained and liquidated damages, the Contractor and his Surety shall be liable to the Owner for such deficiency.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the Contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the Contract time as extended, make a written request to the Engineer for an extension of time setting forth the reasons which he believes will justify the granting of his request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may recommend to the Owner that the contract time be extended as conditions justify. If the Owner extends the contract, the extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

#### **SC.7 KNOWLEDGE OF CONDITIONS**

The Contractor states that he has examined all the available records and has made a field examination of the site and right-of-way and that he has informed himself about the character, quality, and quantity of surface and subsurface materials and other conditions to be encountered; the quantities in various sections of the work; the character of equipment and facilities needed for the prosecution of the work; the location and suitability of all construction materials; the local labor conditions; and all other matters in connection with the work and services to be performed under this contract.

#### **SC.8 PERMITS AND RIGHTS-OF-WAY**

The Owner will secure easements across public or private property permanently required for the pipelines at no cost to the Contractor.

The Contractor shall lease, buy, or otherwise make satisfactory provision, without obligating the Owner in any manner, for any land required outside the land provided by the Owner.

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

## **SC.9 REFERENCE SPECIFICATIONS**

Where reference is made in these Specifications to the Standard Specifications of the Arkansas State Highway and Transportation Department, such reference is made for expediency and standardization, and such specifications (latest edition thereof) referred to are hereby made a part of these Specifications.

More specifically, if any items or materials required for completion of the work required for this project are not specified in these Contract Documents, such items or materials and requirements for installation shall conform to the latest edition of the Arkansas State Highway and Transportation Department Standard Specifications for Highway Construction.

## **SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED**

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until ordered to do so by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by performance of this Contract.

## **SC.11 USED MATERIALS**

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

## **SC.12 EXISTING STRUCTURES**

The Plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the Plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the Plans and Proposal, in which case the provisions in these Specifications for Extra Work shall apply.

The Contractor shall be responsible for protection of all existing structures, and any damage caused by his operations shall be repaired immediately without cost to the Owner. It shall be the responsibility of the prospective Contractor to examine the site completely before submitting his bid.

## **SC.13 USE OF EXPLOSIVES**

Any use of explosives or blasting shall be as outlined in these Specifications.

## **SC.14 BARRICADES, LIGHTS, AND WATCHMEN**

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall,

at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

Barricades shall be painted in a color that will be visible at night. From sunset to sunrise the Contractor shall furnish and maintain at least one light at each barricade and a sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure to provide barricades, signs, lights, and watchmen to protect it. Whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall has been accepted by the Owner.

#### **SC.15 FENCES AND DRAINAGE CHANNELS**

Boundary fences or other improvements removed to permit the installation of the work shall be replaced in the same location and left in a condition as good or better than that in which they were found except as indicated on the Drawings.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

#### **SC.16 WATER FOR CONSTRUCTION**

Water used for the mixing of concrete, testing, or any other purpose incidental to this project, shall be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain or decrease of pressure in the Owners' water system. No separate payment will be made for water used but the cost thereof shall be included in the Unit Price Schedule.

#### **SC.17 MATERIAL STORAGE**

Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience and in a manner satisfactory to the Engineer.

#### **SC.18 EXISTING UTILITIES AND SERVICE LINES**

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the same type of original material and construction or better, at his own expense.

## **SC.19 TESTING, INSPECTION AND CONTROL**

Testing and control of all materials used in the work shall be done by an approved commercial laboratory employed and paid directly by the Owner, unless otherwise specified in the Technical Specifications. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

## **SC.20 BOND**

Coincident with the execution of the Contract, the Contractor shall furnish a good and sufficient surety bond, in the full amount of the Contract sum, guaranteeing the faithful performance of all covenants, stipulations, and agreements of the Contract, the payment of all bills and obligations arising from the execution of the Contract, (which bills or obligations might or will in any manner become a claim against the Owner), and guaranteeing the work included in this Contract against faulty materials and/or poor workmanship for one (1) year after the date of completion of Contract.

All provisions of the bond shall be complete and in full accordance with Statutory requirements. The bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The issuing agent's power of attorney shall be attached to the bond and the bond shall be signed by an agent resident in the state and date of bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract the surety on the Contractor's bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended and all payments or money due the Contractor withheld.

## **SC.21 LIGHT AND POWER**

The Contractor shall provide, at his own expense, temporary lighting and facilities required for the proper prosecution and inspection of the work. At the time the Owner obtains beneficial occupancy of any of the facilities placed in satisfactory service, charges for power and light for regular operation of those involved facilities will become the responsibility of the Owner.

## **SC.22 LINES AND GRADES**

The Contractor will be furnished baselines and benchmarks to control the work. The Contractor shall be responsible for the additional instrument control necessary to layout and construct the improvements. The Contractor's instrument control of the work shall not be measured for separate payment.

As a minimum, the Contractor shall provide the following instrument control for the work:

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.
- b. For the full length and width of all areas within the limits of paving, the initial courses of

bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.

- c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.
- d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

### **SC.23      LEGAL HOLIDAYS**

January 1, Martin Luther King, Jr. Day, President's Day, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, December 24, and December 25 will be considered as being legal holidays; no other days will be so considered. Should any holiday fall on Sunday, the holiday shall be observed on the following Monday. No engineering observation will be furnished on legal holidays or Sundays, except in an emergency. The Contractor shall observe the legal holidays and Sundays, and no work shall be performed on these days except in an emergency. However, these days shall not be excluded from Contract time.

### **SC.24      SEQUENCE OF CONSTRUCTION**

Sequence of all phases of work shall be such as to provide for the least possible inconvenience to the Owner. Scheduling of work which would interfere with normal traffic operation shall be coordinated with the Owner. Material and equipment received on the project prior to time of installation shall be stored at such locations designated by the Owner.

The Contractor shall furnish a proposed work schedule to the Engineer for review and approval as soon as possible after award of the Contract. This schedule shall show anticipated equipment delivery schedules and times of beginning and completing of the several work tasks.

### **SC.25      TEST BORINGS**

The Contractor may rely upon the general accuracy of the test pit or soil boring data contained in reports or drawings, but such reports and drawings are not Contract Documents. The Contractor may not rely upon or make any claim against Owner, Engineer, or Engineer's Consultants with respect to (1) the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto, (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings, (3) any Contractor interpretation of or conclusion drawn from any data, interpretations, opinions, or information.

**SC.26      TEMPORARY FIELD OFFICE**

Not used on this project.

**SC.27      RELEASE AND CONTRACTOR'S AFFIDAVIT**

At the project's completion, the Contractor shall execute the attached Release and Lien Waiver to release all claims against the Owner arising under and by virtue of his Contract. The date of the Release shall be that agreed to for the final acceptance of the project with the Owner.

**SC.28      MAINTENANCE BOND**

The Contractor shall execute the attached Maintenance Bond guaranteeing the work included in the Contract against faulty materials and/or prior workmanship for one year after completion of the Contract. The date of the Maintenance Bond shall be that agreed to for the final acceptance of the project with the Owner. The Maintenance Bond shall be for 100% of the final contract amount.

At the end of the applicable maintenance period, the Owner and/or the Engineer, with the Contractor, shall make an inspection of the work. The Contractor immediately shall repair and correct any and all defects which have resulted from faulty workmanship, equipment, or materials, following which repair and correction the Local Public Agency will accept full maintenance of the work.



**RELEASE**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

Upon receipt of the final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this Contract or modification thereof occurring from the undersigned's performance in connection with the construction of the

2011 Belt Street Access to Transit Project

project.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

FROM: Contractor's Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

TO: City of Jonesboro

DATE OF CONTRACT: \_\_\_\_\_

I hereby certify that all claims for material, labor, and supplies entered into contingent and incident to the construction or used in the course of the performance of the work on the construction of the

2011 Belt Street Access to Transit Project

have been fully satisfied.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

The Surety Company consents to the release of the retained percentage on this project with the understanding that should any unforeseen contingencies arise having a right of action on the bond that the Surety Company will not waive liability through the consent to the release of the retained percentage.

Dated \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Resident Agent, State of Arkansas

\_\_\_\_\_

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,

as Surety, are held and firmly bound unto the City of Jonesboro, as Obligee, in the full and

just sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, its successors or assigns, for the payment of which, well and truly to be made, we and each of us, bind ourselves, our heirs, executors and assigns, themselves, and their successors and assigns, jointly and severally, firmly by these presents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The conditions of this obligation are such, that whereas, said Principal, has by a certain contract with the City of Jonesboro dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, agreed to construct the 2011 Belt Street Access to Transit Project and to maintain the said Improvement in good condition for a period of one (1) year from the date of acceptance of the improvements.

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

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

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

\_\_\_\_\_  
Principal

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SEAL

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_

BY: \_\_\_\_\_

Attorney in Fact

\_\_\_\_\_

\_\_\_\_\_

## **XII. TECHNICAL SPECIFICATIONS**

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#### **TITLE**

SP-1	Standard Specifications for Highway Construction Arkansas State and Highway Department, Edition of 2003
SP-2	Additional Requirements for FTA Funded Projects
	<ol style="list-style-type: none"><li>1. Energy Conservation Requirements</li><li>2. Access to Records and Reports</li><li>3. Federal Changes</li><li>4. Davis-Bacon and Copeland Anti-Kickback Acts</li><li>5. No Government Obligation to Third Parties</li><li>6. Program Fraud and False or Fraudulent Statements and Related Acts</li><li>7. Termination</li><li>8. Government-Wide Debarment and Suspension (Nonprocurement)</li><li>9. Civil Rights Requirements</li><li>10. Disadvantaged Business Enterprise (DBE)</li><li>11. Incorporation of Federal Transit Administration (FTA) Terms</li></ol>

## **SP-1 - SPECIFICATIONS, ARKANSAS STATE HIGHWAY COMMISSION**

### General

The standard specifications of the Arkansas State Highway and Transportation are bound in a book titled Standard Specifications for Highway Construction. These specifications are referred to herein as "Standard Specifications." The latest edition shall apply.

A copy of these "Standard Specifications" may be obtained from the Arkansas State Highway and Transportation Department, Little Rock, Arkansas, at their customary charge.

## **SP-2 – ADDITIONAL REQUIREMENTS FOR FTA FUNDED PROJECTS**

### **1. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **2. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

### **3. FEDERAL CHANGES**

#### **49 CFR Part 18**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **4. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

#### **Background and Application**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.



## **Clause Language**

### **Davis-Bacon and Copeland Anti-Kickback Acts**

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been

met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City of Jonesboro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Jonesboro may, after written notice to the

contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Jonesboro for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate,

either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios

and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the

requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18

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## **5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a

party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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## **6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.



**7. TERMINATION**  
**49 U.S.C. Part 18**  
**FTA Circular 4220.1E**

a. Termination for Convenience (General Provision) The City of Jonesboro may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Jonesboro to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Jonesboro, the Contractor will account for the same, and dispose of it in the manner the City of Jonesboro directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Jonesboro may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

d. Waiver of Remedies for any Breach In the event that City of Jonesboro elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by City of Jonesboro shall not limit City of Jonesboro's remedies for any succeeding breach

of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the City of Jonesboro, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City of Jonesboro, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and the City of Jonesboro shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Jonesboro.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Jonesboro may terminate this contract for default. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the

work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

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

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

i. Termination for Convenience or Default (Architect and Engineering) The City of Jonesboro may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Jonesboro shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor

was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The City of Jonesboro may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the City of Jonesboro or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Jonesboro, or property supplied to the Contractor by the City of Jonesboro. If the termination is for default, the City of Jonesboro may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Jonesboro and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City of Jonesboro, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City of Jonesboro determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the City of Jonesboro, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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## **8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

### Suspension and Debarment

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

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

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

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

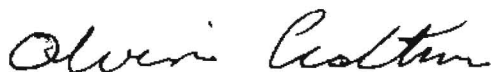
Suspension and Debarment

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

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

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

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



\_\_\_\_\_  
(Name of Bidder/Proposer)

\_\_\_\_\_  
(Printed Name of Bidder's Agent)

\_\_\_\_\_  
(Signature of Bidder's Agent)

\_\_\_\_\_  
(Printed Title of Bidder's Agent)

\_\_\_\_\_  
(Date Executed)

## 9. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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## **10. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **49 CFR Part 26**

#### Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Jonesboro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Jonesboro. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Jonesboro and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- e. The contractor must promptly notify the City of Jonesboro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of



work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Jonesboro.

## **11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1E**

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



Budgeted Amount

Opened by

Michael Morris

Bid #:

2011:37

Tabulated by

Brenda Sharp

Date:

08/24/11

DIVISIONS/DEPARTEMENT:  
JETS

Alvin Crabtree

Asphalt Producers

Garry Meadows  
Construction

NOTE: No award will be made at bid opening - all bids will be evaluated in the coming days.

Item	Quan	Description	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount	Unit	Amount
1	327	Remove Driveway	8.55	2,795.85	3.85	1,258.95	9.00	2,943.00		0.00		0.00		0.00		0.00
2	85	Remove Sidewalk	8.55	726.75	4.00	340.00	9.00	765.00		0.00		0.00		0.00		0.00
3	180	Remove Curb	4.00	720.00	3.00	540.00	4.00	720.00		0.00		0.00		0.00		0.00
4	20	Aggr. Base Course (class 7)	16.25	325.00	55.00	1,100.00	33.00	660.00		0.00		0.00		0.00		0.00
5	593	PC Concrete Driveway	34.00	20,162.00	44.65	26,477.45	49.50	29,353.50		0.00		0.00		0.00		0.00
6	7.5	18" RC Pipe Culverts	33.80	253.50	125.00	937.50	42.00	315.00		0.00		0.00		0.00		0.00
6	15	24" RC Pipe Culverts	49.06	735.90	135.00	2,025.00	52.00	780.00		0.00		0.00		0.00		0.00
7	1	Drop Inlet	2,834.00	2,834.00	3,000.00	3,000.00	2,350.00	2,350.00		0.00		0.00		0.00		0.00
8	0.5	Seeding	1,500.00	750.00	1,500.00	750.00	1,800.00	900.00		0.00		0.00		0.00		0.00
9	0.5	Mulch Cover	1,500.00	750.00	1,500.00	750.00	1,800.00	900.00		0.00		0.00		0.00		0.00
10	14	Water	42.00	588.00	55.00	770.00	65.00	910.00		0.00		0.00		0.00		0.00
11	937	Concrete Walks	30.60	28,672.20	35.00	32,795.00	48.00	44,976.00		0.00		0.00		0.00		0.00
12	83	Concrete Walks @ Fill	38.80	3,220.40	46.20	3,834.60	52.00	4,316.00		0.00		0.00		0.00		0.00
13	38	Concrete Walks w/R-Wall	125.00	4,750.00	137.50	5,225.00	130.00	4,940.00		0.00		0.00		0.00		0.00
14	15	Hand Railing	40.00	600.00	65.00	975.00	125.00	1,875.00		0.00		0.00		0.00		0.00
15	663	CC Curb & Gutter A(2')	13.88	9,202.44	17.00	11,271.00	16.00	10,608.00		0.00		0.00		0.00		0.00
16	398	CC Curb & Gutter B(2')	13.88	5,524.24	13.65	5,432.70	16.00	6,368.00		0.00		0.00		0.00		0.00
18	120	Truncated Domes	25.00	3,000.00	30.00	3,600.00	35.00	4,200.00		0.00		0.00		0.00		0.00
19	108	Wheelchair Ramps	94.50	10,206.00	99.00	10,692.00	80.00	8,640.00		0.00		0.00		0.00		0.00
20	5	Replace Water Meter Box	75.00	375.00	33.00	165.00	40.00	200.00		0.00		0.00		0.00		0.00
21	3	Sidewalk Drains	350.00	1,050.00	330.00	990.00	400.00	1,200.00		0.00		0.00		0.00		0.00
		TOTAL		\$97,241.28		112,929.20		127,919.50		0.00		0.00		0.00		0.00

**City of Jonesboro - Engineering Department**

**Award Contract**

**Project Name** 2011 Belt Street Access to Transit Project  
**Contractor** Alvin Crabtree dba Alvin Crabtree & Son  
**Bid Amount** \$ 97,241.28 **Project #** 2011:37

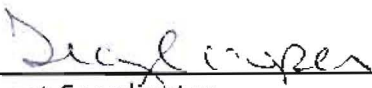
	Yes	No	n/a	Date
<b>Addendum(s)</b>			√	
<b>Proposal</b>				
Signed	√			
Witnessed	√			
Seal, if Corporation			√	
Addendum(s) noted			√	
<b>Unit Price Schedule (Ink)</b>				
All blanks filled with numbers	√			
Bid Written In Words	√			
All corrections initialed by Bidder			√	
Bids Verified	√			
<b>Bid Bond</b>				
5%	√			
Completed	√			
Signed by Vendor	√			
Witnessed	√			
Signed by Surety	√			
Witnessed	√			
Seal - Surety	√			
Power of Attorney	√			
<b>Statement of Bidders Qualifications</b>				
Completed	√			
Signed	√			
Notorized	√			
<b>Contract Complete w/Vendor Information</b>	√			

**NOTES:**

I have reviewed the above documents and found them to be in accordance with the Specifications for this project.

  
 City Engineer

8/26/11  
 Date

  
 Contract Coordinator

8/26/11  
 Date