



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Finance & Administration Council Committee

Tuesday, July 28, 2026

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-26:063](#) Minutes for the Finance Committee meeting on Tuesday, July 14, 2026.

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-26:074](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND A PORTION OF THE EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO

Sponsors: LJ Bryant

[RES-26:079](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 218 W. FORREST, PARCEL 01-144073-27900, OWNED BY DERR LAVAUGHN IN THE AMOUNT OF \$315

Sponsors: Code Enforcement and Finance

Attachments: [261761_218 W FORREST INVOICE.pdf](#)

[261761_COUNCIL NOTICE.pdf](#)

[Billing Request 218 W Forrest 261761.docx](#)

[ORIGINAL VIOLATION 261761 218 W FORREST.pdf](#)

[RES-26:080](#) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 413 PARKVIEW, PARCEL 01-144302-18300, OWNED BY SANDHILL PROPERTY MGT IN THE AMOUNT OF \$1,240

Sponsors: Code Enforcement and Finance

Attachments: [260721_413 PARKVIEW INVOICE - Copy.pdf](#)
[260721_413 PARKVIEW VIOLATION LETTER.pdf](#)
[Billing Request 260721_413 Parkview.docx](#)
[Council Notice 260721.pdf](#)

RES-26:081 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 616 E. OAK, PARCEL 01-144191-17500, OWNED BY JOYCE SCARBOUGH IN THE AMOUNT OF \$275

Sponsors: Code Enforcement and Finance

Attachments: [262159 COUNCIL NOTICE.pdf](#)
[262159 NOTICE OF VIOLATION.pdf](#)
[262159_616 E OAK INVOICE.pdf](#)
[Billing Request 616 E Oak 262159.docx](#)

RES-26:082 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 704 VINE, PARCEL 01-143134-22200, OWNED BY EKPE UKO IN THE AMOUNT OF \$275

Sponsors: Code Enforcement and Finance

Attachments: [262104 COUNCIL NOTICE.pdf](#)
[262104 VIOLATION.pdf](#)
[262104_704 VINE INVOICE.pdf](#)
[Billing Request 704 VINE 262104.docx](#)

RES-26:083 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1702 W. NETTLETON, PARCEL 01-143242-00800, OWNED BY EF HOLDCO WRE ASSETS REO LLC IN THE AMOUNT OF \$315

Attachments: [262237 Council Notice.pdf](#)
[262237 Violation.pdf](#)
[262237_1702 NETTLETON INVOICE.pdf](#)
[Billing Request 1702 W Nettleton Billing Req 262237.docx](#)

RES-26:084 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 5017 MT. CARMEL, PARCEL 01-133013-01500, OWNED BY KATHERINE ARTERBERRY IN THE AMOUNT OF \$465

Sponsors: Code Enforcement and Finance

Attachments: [261441 COUNCIL LETTER.pdf](#)
[261441 VIOLATION.pdf](#)
[261441_5017 MT CARMEL INVOICE ARTERBERRY.pdf](#)
[Billing Request 5017 Mt. Carmel 261441.docx](#)

RES-26:085 RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR THE CITY OF JONESBORO

Sponsors: Human Resources

Attachments: [Employee Handbook Revised July 2026.pdf](#)

RES-26:086

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT RL PERSONS CONSTRUCTION, INC. FOR THE SOUTH CARAWAY ROAD WIDENING PROJECT - JOB NO. 2026:20

Sponsors: Engineering

Attachments: [Contract Documents 2026 20.pdf](#)
[Bid Tab.pdf](#)

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-26:063

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Minutes

Minutes for the Finance Committee meeting on Tuesday, July 14, 2026.



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Finance & Administration Council Committee

Tuesday, July 14, 2026

4:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 5 - Joe Hafner; John Street; Ann Williams; Charles Coleman and Brian Emison

Absent 2 - Anthony Coleman and David McClain

3. APPROVAL OF MINUTES

[MIN-26:058](#)

Minutes for the Finance Committee meeting on Tuesday, June 30, 2026.

Attachments: [Minutes](#)

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

Aye: 4 - John Street; Ann Williams; Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-26:073](#)

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 2612 CRAWFORD, PARCEL 01-144273-02300, OWNED BY RANDY/ALEY CRAWFORD IN THE AMOUNT OF \$275

Sponsors: Code Enforcement and Finance

Attachments: [2612 CRAWFORD COUNCIL NOTICE_261474.pdf](#)
[261474 VIOLATION LETTER_2612 CRAWFORD.pdf](#)
[262805 BILLING REQ_2612 CRAWFORD.docx](#)
[262805 INVOICE_2612 CRAWFORD.pdf](#)

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

Aye: 4 - John Street;Ann Williams;Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain

[RES-26:075](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH JONESBORO JETS, INC.

Sponsors: Parks & Recreation and Finance

Attachments: [JETS Swim contract resolution .docx](#)

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

Aye: 4 - John Street;Ann Williams;Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain

[RES-26:076](#)

A RESOLUTION AUTHORIZING THE CITY OF JONESBORO TO SUBMIT A NOTICE OF INTENT FOR THE FEMA FLOOD MITIGATION ASSISTANCE (FMA) GRANT PROGRAM FOR THE NORTH MAIN STREET DETENTION POND PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS

Sponsors: Grants and Engineering

Councilmember John Street said, I hope we get this. For years that's been a big problem in North Jonesboro, and the only way you're going to fix it is reasonable detention and it's going to be more than one. So, hopefully this is a good start, but... Chairman Joe Hafner said, hope so.

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

Aye: 4 - John Street;Ann Williams;Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain

[RES-26:077](#)

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FACILITY USAGE AGREEMENT WITH SHARK WAVE AQUATICS TEAM FOR YEAR 2026

Sponsors: Parks & Recreation and Finance

Attachments: [SWAT 2026 Agreement final\(BC.signed\).pdf](#)

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

Aye: 4 - John Street;Ann Williams;Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain

5. PENDING ITEMS

6. OTHER BUSINESS

Chairman Joe Hafner said, Steve could you give us a quick update on the deposit process to where it stands. Finance Director Steve Purtee approached the podium and said, the depository services? Chairman Joe Hafner said, yeah. Director Steve Purtee said, thank you, Mr. Chairman. We did submit that for bid. Bids were received in mid-June. I forget the exact date. We did receive five bids from five area banking institutions and those are currently going to be presented to our Depository Committee for scoring. So, we'll have that to you tomorrow by the way. Chairman Joe Hafner said, alright. Good deal. Alright, thank you.

7. PUBLIC COMMENTS

8. ADJOURNMENT

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

Aye: 4 - John Street; Ann Williams; Charles Coleman and Brian Emison

Absent: 2 - Anthony Coleman and David McClain



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:074

Agenda Date: 7/28/2026

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO AMEND A PORTION OF THE EMPLOYEE HANDBOOK FOR ALL EMPLOYEES FOR THE CITY OF JONESBORO

WHEREAS, the current Employee Handbook was previously revised by Res-24:167 on December 17, 2024; and

WHEREAS, this handbook serves as the primary policies and procedures manual for all employees; and

WHEREAS, the City Council desires to revise a portion of the employee handbook regarding the City's nepotism policy.

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

SECTION 1: The entirety of the section of the Employee Handbook titled "Nepotism and Personal Dating Relationships," beginning with the title on page eight (8) and continuing onto page nine (9), up to but not including the section entitled "Drug-Free Work Place Policy," is hereby deleted in its entirety and replaced with the following:

NEPOTISM AND PERSONAL DATING RELATIONSHIPS

Nepotism

The City welcomes the opportunity to hire and retain qualified employees who are related to one another by blood or marriage. However, since such relationships sometimes can create problems in the workplace, including suspicions of favoritism if the related employees are in a supervisor/subordinate relationship, it is the policy of the City that:

1. Any employee of the city who is a relative (defined below) or becomes a relative with another employee shall not have any direct or indirect administrative or operational authority over the other person. This prohibition means not only that a person cannot supervise a relative but also that the relative cannot be in that person's chain of command; for example, a relative cannot work in a

department in which a relative is their supervisor.

2. An employee of the city cannot use his/her authority or position with the city to benefit or to disadvantage another employee in a familial relationship. Although all such potential misuses of authority cannot be listed here, examples include an employee signing an evaluation for a relative or signing/approving a check payable to a relative.
3. Employees are required to notify the city's Human Resources Department of (a) any existing familial relationships; (b) any familial relationships that are created among employees (for example, by marriage of two employees); and (c) the potential employment by the city of a relative.
4. The city will refuse to hire a job applicant who is a relative of a current employee if the applicant or current employee would be in a supervisory or subordinate position to one another. City employees who marry one another during their employment will be allowed to remain with the city unless they are in a superior-subordinate relationship and there is no open position to which one of them may be moved.
5. Any person who is a relative of the Mayor or any City Council member will not be eligible for hire with the City during the term of the Mayor or City Council member. A relative of either the City Clerk or the City Attorney will be eligible for hire with the City so long as they do not work in the office or under the supervision of the elected official with whom they share a familial relationship.
6. "Familial relationship" within the meaning of this policy means a husband, wife, father, mother, brother, sister, son, daughter, uncle, aunt, nephew, niece, grandfather, grandmother, grandson or granddaughter, or any of those relationships arising as a result of marriage (for example, brother-in-law).
7. "Relative" means anyone with whom there is a familial relationship. All hires that may be considered nepotism will require the Mayor's or the Mayor's designee's approval. Failure to obtain the Mayor's or the Mayor's designee's approval will be subject to disciplinary action, up to and including termination. Neither the Mayor nor the Mayor's designee may approve a new hire in violation of numbered paragraph 5 of this policy regarding relatives of elected officials. It is important that any relationship that may cause a conflict of interest be reported to Human Resources for the necessary approvals.

Personal Dating Relationships

The City realizes that personal relations of a romantic nature may develop between co-workers, and while the City does not wish to ban all such relationships outright, those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other employees, or creates conflicts of interest. If such relationships exist between employees, then employees must report it to their supervisor(s) and HR. The City reserves the right to take the appropriate action it deems necessary. Dating relationships, in which one of the employees is the direct supervisor, are prohibited.

If you plan on entering into a dating relationship with another employee in your department, and one of you is in a direct supervisory position, the following actions must be taken.

1. You must notify your supervisor and the Human Resource Director immediately.
2. One of you will be required to resign or transfer to another department, if there is a position available, within 30 calendar days.
3. You may mutually agree on which one of you will transfer or resign.
4. If you cannot agree, the employee with the lower classification will be required to transfer or resign.

SECTION 2: The Employee Handbook Table of Contents shall be amended to the extent necessary to accurately reflect the sections and page numbers.

SECTION 3: Any portion of the Employee Handbook not specifically revised, deleted, or amended herein shall remain in full force and effect.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:079

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 218 W. FORREST, PARCEL 01-144073-27900, OWNED BY DERR LAVAUGHN IN THE AMOUNT OF \$315

LEGAL DESCRIPTION: HALTOM S 2ND ADD

WHEREAS, DERR LAVAUGHN, the owner of record, was properly notified of a code violation at 218 W. FORREST, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of \$315; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 218 W. FORREST



DATE	INVOICE NO
5/20/2026	0070385

BILL TO
Derr Lavaughn 218 W Forrest Ave Jonesboro, AR 72401

DUE DATE
6/24/2026
BALANCE

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 218 W Forrest	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 218 W Forrest	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 218 W Forrest	1.00	100.00	100.00	0.00	0.00	100.00
INVOICE TOTAL:			315.00	0.00	0.00	315.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Derr Lavaughn
Customer No: 025355
Account No: 0036121 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/24/2026	0070385

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total: 315.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 315.00
INVOICE BALANCE: \$315.00
AMOUNT PAID: _____



Invoice# : 70385

Case# : 261761

Invoice Notice Mailed Prior to 06/24/2026

DERR LAVAUGHN
218 W FORREST AVE
JONESBORO, AR 72401

Subject: 218 W FORREST Parcel# 01-144073-27900

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/20/2026

To: Tosha Moss

Case #: 261761

Property Address: 218 W FORREST
Jonesboro, AR. 72401

APN# 01-144073-27900

Mowing letter sent on : 04/20/2026

Comply by Date: 05/04/2026

Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:

Derr Lavaughn
218 W Forrest Ave
Jonesboro, Ar. 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$200.00
Contracted Mowing	\$100.00
 Total	 \$315.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



Notice of Violation

04/20/2026

DERR LAVAUGHN
218 W FORREST AVE
JONESBORO AR 72401-1625

Case #: 261761

In regards to property located at: 218 W FORREST, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the the property has overgrown grass and weeds around the whole property and ditch out front that need to be mowed and trimmed. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/04/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

30-5 Unsightly or Unsanitary Conditions

8705588060

Sincerely,

Trey Perkins
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:080

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 413 PARKVIEW, PARCEL 01-144302-18300, OWNED BY SANDHILL PROPERTY MGT IN THE AMOUNT OF \$1,240

LEGAL DESCRIPTION: RIDGECREST ADD E1/2 LOT 1

WHEREAS, SANDHILL PROPERTY MGT, the owner of record, was properly notified of a code violation at 413 PARKVIEW, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 04/14/2026 using city funds in the amount of \$1,240; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 413 PARKVIEW.



DATE	INVOICE NO
4/22/2026	0070326

BILL TO
Sandhill Property Management LLC 603 S Madison Jonesboro, AR 72401

DUE DATE
5/27/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
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PREVIOUS OUTSTANDING BALANCE 0.00

Code Enforcement Charges:

Filing Fee - 413 Parkview	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 413 Parkview	1.00	250.00	250.00	0.00	0.00	250.00
Contracted Clean Up/Haul Off - 413 Parkview	1.00	975.00	975.00	0.00	0.00	975.00

INVOICE TOTAL: 1,240.00 0.00 0.00 1,240.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Sandhill Property Management LLC
Customer No: 025295
Account No: 0036108 - Code Enforcement Charges

DUE DATE	INVOICE NO
5/27/2026	0070326

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total: 1,240.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 1,240.00
INVOICE BALANCE: \$1,240.00
AMOUNT PAID: _____



03/16/2026

SANDHILL PROPERTY MANAGEMENT LLC
603 S MADISON AVE
JONESBORO AR 72401-2819

Case #: 260721

In regards to property located at 413 PARKVIEW, JONESBORO, AR 72401.

Dear: SANDHILL PROPERTY MANAGEMENT LLC

Our records show that you own the property listed above. We have observed that THE PROPERTY, PRIMARILY, IN THE BACKYARD, IS COVERED IN DEBRIS. CURRENTLY THE BACK YARD LOOKS LIKE A LANDFILL/SCRAP YARD. THERE IS A CAMPER TRAILER WHICH HAS COLLAPSED AND TOO MUCH JUNK TO BE ABLE TO LIST. EVERYTHING MUST BE CLEANED UP AND REMOVED FROM THE PROPERTY. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 03/31/2026. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO CLEAN UP THE PROPERTY BY REMOVING ANYTHING CREATING A VIOLATION, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Section:

30-5 Unlawful storage

30-5 Unsightly or Unsanitary Conditions

54-36 Containment and disposal requirements

Cell 870-926-1404 Email: dcooley@jonesboroar.gov

David Cooley
Code Enforcement Officer
Jonesboro, AR 72401



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 04/22/2026

To: Tosha Moss

Case #: 260721

Property Address: 413 Parkview

APN# 01-144302-18300

Jonesboro, AR. 72401

Clean up letter sent on : 01/30/2025

Comply by Date: 03/31/2026

Date of Clean up/Haul off Service: 04/14/2026

Need to send the following charges to this person.

Property Owner:

Sandhill Property Management LLC

603 S. Madison

Jonesboro, Ar. 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$250.00
Contracted Clean up/Haul off	\$975.00
 Total	 \$1240.00

Thank you,

Eric Schmett

Code Enforcement Division

PO Box 1845

Jonesboro, AR 72403



Invoice# : 70326

Case# : 260721

Invoice Notice Mailed Prior to 05/27/2026

SANDHILL PROPERTY MGT
603 S Madison
Jonesboro, AR. 72401

Subject: 413 Parkview Parcel# 01-144302-18300

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:081

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 616 E. OAK, PARCEL 01-144191-17500, OWNED BY JOYCE SCARBOUGH IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: GREGG & HOUGHTON SUB KITCHEN PLACE ADD

WHEREAS, JOYCE SCARBOUGH, the owner of record, was properly notified of a code violation at 616 E. OAK, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of \$275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 616 E. OAK.



Invoice# : 70392
Case# : 262159

Invoice Notice Mailed Prior to 06/25/2026

JOYCE SCARBOROUGH
616 E OAK
JONESBORO, AR 72401

Subject: 616 E OAK Parcel# 01-144191-17500

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper

Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



Notice of Violation

04/29/2026

SCARBOROUGH JOYCE
616 E OAK AVE
JONESBORO AR 72401

Case #: 262159

In regards to property located at: 616 E OAK, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/12/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-273-2336

Sincerely,

Chris Martin
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



DATE	INVOICE NO
5/21/2026	0070392

BILL TO
Joyce Scarborough 616 E Oak St Jonesboro, AR 72401

DUE DATE
6/25/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						1,100.00
May 2026 Incinerator Charges:						
Filing Fee - 616 E Oak St	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 616 E Oak St	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 616 E Oak St	1.00	60.00	60.00	0.00	0.00	60.00
INVOICE TOTAL:			275.00	0.00	0.00	275.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Joyce Scarborough
Customer No: 018720
Account No: 0034734 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/25/2026	0070392

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total: 275.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 1,375.00
INVOICE BALANCE: \$275.00
AMOUNT PAID: _____



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/21/2026

To: Tosha Moss

Case #: 262159

Property Address: 616 E Oak St.

APN# 01-144191-17500

Jonesboro, AR. 72401

Mowing letter sent on : 04/29/2026

Comply by Date: 05/12/2026

Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:

Joyce Scarborough

616 E Oak St.

Jonesboro, AR 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$200.00
Contracted Mowing	\$60.00
 Total	 \$275.00

Thank you,

Eric Schmett

Code Enforcement Division

PO Box 1845

Jonesboro, AR 72403



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:082

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO
PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 704 VINE, PARCEL
01-143134-22200, OWNED BY EKPE UKO IN THE AMOUNT OF \$275

LEGAL DESCRIPTION: NISBETTS 1ST ADD S1/2 LOT 6 62 1/2X95

WHEREAS, EKPE UKO, the owner of record, was properly notified of a code violation at 704
VINE, and refused to remove or correct the conditions identified by the code enforcement officer of
the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city
funds in the amount of \$275; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the
cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 704 VINE.



Invoice# : 70390

Case# : 262104

Invoice Notice Mailed Prior to 06/25/2026

EKPE UKO
1304 HUNTINGTON AVE
JONESBORO, AR 72401

Subject: 704 VINE Parcel# 01-143134-22200

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



Notice of Violation

04/27/2026

EKPE UKO
1304 HUNTINGTON AVE
JONESBORO AR 72401

Case #: 262104

In regards to property located at: 704 VINE ST, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/10/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org.

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-273-2336

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Martin".

Chris Martin
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



DATE	INVOICE NO
5/21/2026	0070390

BILL TO
EKPE UKO 1304 Huntington Ave Jonesboro, AR 72401

DUE DATE
6/25/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
-------------	----------	----------------	--------	----------	--------	---------

PREVIOUS OUTSTANDING BALANCE 0.00

Code Enforcement Charges:

Filing Fee - 704 Vine	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 704 Vine	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 704 Vine	1.00	60.00	60.00	0.00	0.00	60.00

INVOICE TOTAL: 275.00 0.00 0.00 275.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: EKPE UKO
Customer No: 025356
Account No: 0036123 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/25/2026	0070390

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

If payment is not made within (30) days, the lien may be certified to Craighead County for collection on real estate taxes or City may pursue a judicial foreclosure in accordance with Ark. Code Ann. § 14-54-904.

Invoice Total: 275.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 275.00
INVOICE BALANCE: \$275.00
AMOUNT PAID: _____



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/21/2026

To: Tosha Moss

Case #: 262104

Property Address: 704 Vine APN# 01-143134-22200
Jonesboro, AR. 72401

Mowing letter sent on : 04/27/2026

Comply by Date: 05/10/2026

Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:

EKPE UKO

1304 Huntington Ave

Jonesboro, AR 72401

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$200.00
Contracted Mowing	\$60.00
 Total	 \$275.00

Thank you,

Eric Schmett

Code Enforcement Division

PO Box 1845

Jonesboro, AR 72403



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:083

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 1702 W. NETTLETON, PARCEL 01-143242-00800, OWNED BY EF HOLDCO WRE ASSETS REO LLC IN THE AMOUNT OF \$315

LEGAL DESCRIPTION: PT SE NW 1604.4X132

WHEREAS, EF HOLDCO WRE ASSETS REO LLC, the owner of record, was properly notified of a code violation at 1702 W. Nettleton, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/19/2026 using city funds in the amount of \$315; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 1702 W. Nettleton.



Invoice# : 70391

Case# : 262237

Invoice Notice Mailed Prior to 06/25/2026

EF HOLDCO WRE ASSETS
314 S FRANKLIN 2ND FL
TITUSVILLE, PA 16354

Subject: 1702 W NETTLETON Parcel# 01-143242-00800

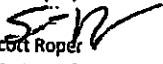
This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,


Scott Roper

Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



Notice of Violation

05/01/2026

EF HOLDCO WRE ASSETS REO LLC
314 S FRANKLIN ST 2ND FLOOR
TITUSVILLE PA 16354

Case #: 262237

In regards to property located at: 1702 W NETTLETON, JONESBORO, AR 72401

Our records show that you own the property listed above. We have observed that the property has overgrown grass/weeds that needs to be mowed and trimmed. Please mow and trim entire property including any ditch/easements. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 05/14/2026. If the issue is not corrected by the date listed, the City will hire a contractor to mow and trim, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

870-273-2336

Sincerely,

Chris Martin
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



DATE	INVOICE NO
5/21/2026	0070391

BILL TO
EF Holdco WRE Assets REO LLC 314 S Franklin St 2nd Floor Titusville, PA 16354

DUE DATE
6/25/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						0.00
Code Enforcement Charges:						
Filing Fee - 1702 W Nettleton	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 1702 W Nettleton	1.00	200.00	200.00	0.00	0.00	200.00
Contracted Mowing - 1702 W Nettleton	1.00	100.00	100.00	0.00	0.00	100.00
INVOICE TOTAL:			315.00	0.00	0.00	315.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: EF Holdco WRE Assets REO LLC
 Customer No: 025357
 Account No: 0036124 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/25/2026	0070391

Please remit payment by the due date to:

City of Jonesboro
 300 South Church Street
 PO Box 1845
 Jonesboro, AR 72403

If payment is not made within (30) days,
 the lien may be certified to Craighead
 County for collection on real estate
 taxes or City may pursue a
 judicial foreclosure in accordance
 with Ark. Code Ann. § 14-54-904.

Invoice Total: 315.00
 Discounts: 0.00
 Credit Applied: 0.00
 Ending Balance: 315.00

INVOICE BALANCE: \$315.00
 AMOUNT PAID: _____



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/21/2026

To: Tosha Moss

Case #: 262237

Property Address: 1702 W Nettleton
Jonesboro, AR. 72401

APN# 01-143242-00800

Mowing letter sent on : 05/01/2026

Comply by Date: 05/14/2026

Date of mowing Service: 05/19/2026

Need to send the following charges to this person.

Property Owner:

EF Holdco WRE Assets REO LLC
314 S Franklin St. 2nd Floor
Titusville, PA 16354

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$200.00
Contracted Mowing	\$100.00
 Total	 \$315.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:084

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS, TO PLACE A MUNICIPAL LIEN ON PROPERTY LOCATED AT 5017 MT. CARMEL, PARCEL 01-133013-01500, OWNED BY KATHERINE ARTERBERRY IN THE AMOUNT OF \$465

LEGAL DESCRIPTION: PT NE SW

WHEREAS, KATHERINE ARTERBERRY, the owner of record, was properly notified of a code violation at 5017 MT. CARMEL, and refused to remove or correct the conditions identified by the code enforcement officer of the City of Jonesboro, Arkansas; and,

WHEREAS, the code enforcement officer corrected the code violation on 05/06/2026 using city funds in the amount of \$465; and,

WHEREAS, the City of Jonesboro seeks to perfect a lien against the affected property to cover the cost of the work pursuant to A.C.A 14-54-903.

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

Section 1: The city should proceed with placing a lien on the property located at 5017 MT. CARMEL.



Invoice# : 70382
Case# : 261441

Invoice Notice Mailed Prior to 06/24/2026

KATHERINE ARTERBERRY
5017 MT. CARMEL
JONESBORO, AR 72401

Subject: 5017 MT CARMEL Parcel# 01-133013-01500

This is notification that the property mentioned above is subject to a lien for cost and expenses due to the City of Jonesboro for correcting code violations. This lien will be placed on the agenda for approval before the City Council of the City of Jonesboro on 08/04/2026.

The Council Meeting is at 5:30pm in the Municipal Building Council Chambers located at 300 S. Church St.

You have the right to appear and contest this action.

Should you have any question about this process, please call the Code Enforcement Office at 870-933-4658.

Thank you,

Scott Roper
Director of Code Enforcement
City of Jonesboro
300 S. Church Street
Jonesboro, AR 72401
Phone: 870-933-4658



Notice of Violation

04/06/2026

KATHERINE ARTERBERRY
5017 Mount Carmel Rd
Jonesboro AR 72404-9038

Case #: 261441

In regards to property located at: 5017 MT CARMEL RD, JONESBORO, AR 72404

Our records show that you own the property listed above. We have observed that the PROPERTY HAS OVERGROWN GRASS AND WEEDS WHICH MUST BE MOWED. PLEASE MOW AND TRIM THE ENTIRE PROPERTY. THIS INCLUDES THE PASTURE AREA. We are sending this letter and are allowing you the opportunity to correct the violation(s) mentioned below by the end of the day on 04/16/2026. If the issue is not corrected by the date listed, the City will HIRE A CONTRACTOR TO MOW AND TRIM THE ENTIRE PROPERTY, and place a lien on your property. Please call the Code Enforcement Office at (870) 933-4658 if you have any questions. If you would like to view the ordinance in violation online, they are available on City Clerk section of www.jonesboro.org

Additionally, any owner/occupant shall be presumed to have notice for the violation of overgrown grass or weeds if the owner/occupant has received notice of the same violation within the same calendar year.

Section:

30-5 Overgrown Grass, Weeds, Vines, or Low hanging Limbs

30-5 Unsightly or Unsanitary Conditions

Cell 870-926-1404 Email: dcooley@jonesboroar.gov

Sincerely,

David Cooley
Code Enforcement Officer
P.O. Box 1845
Jonesboro, AR 72403



DATE	INVOICE NO
5/20/2026	0070382

BILL TO
Katherine Arterberry 5017 Mt Carmel Rd Jonesboro, AR 72404

DUE DATE
6/24/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
PREVIOUS OUTSTANDING BALANCE						1,580.00
Code Enforcement Charges:						
Filing Fee - 5017 Mt Carmel Road	1.00	15.00	15.00	0.00	0.00	15.00
Admin. Fee - 5017 Mt Carmel Road	1.00	200.00	200.00	0.00	0.00	200.00
Mowing - 5017 Mt Carmel Road	1.00	250.00	250.00	0.00	0.00	250.00
INVOICE TOTAL:			465.00	0.00	0.00	465.00

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (870) 932-3042

Customer Name: Katherine Arterberry
Customer No: 024922
Account No: 0035995 - Code Enforcement Charges

DUE DATE	INVOICE NO
6/24/2026	0070382

Please remit payment by the due date to:

City of Jonesboro
300 South Church Street
PO Box 1845
Jonesboro, AR 72403

*If payment is not made within (30) days,
the lien may be certified to Craighead
County for collection on real estate
taxes or City may pursue a
judicial foreclosure in accordance
with Ark. Code Ann. § 14-54-904.*

Invoice Total: 465.00
Discounts: 0.00
Credit Applied: 0.00
Ending Balance: 2,045.00

INVOICE BALANCE: \$465.00
AMOUNT PAID: _____



CITY OF JONESBORO
Code Enforcement
Request For Invoice

Date: 05/20/2026

To: Tosha Moss

Case #: 261441

Property Address: 5017 Mt. Carmel Rd.
Jonesboro, AR. 72404

APN# 01-133013-01500

Mowing letter sent on : 04/06/2026

Comply by Date: 04/16/2026

Date of mowing Service: 05/06/2026

Need to send the following charges to this person.

Property Owner:

Katherine Arterberry
5017 Mt. Carmel Rd..
Jonesboro, Ar. 72404

<u>ITEMS</u>	<u>AMOUNTS</u>
Filing Fees	\$15.00
Admin Fees	\$200.00
Contracted Mowing	\$250.00
 Total	 \$465.00

Thank you,

Eric Schmett
Code Enforcement Division
PO Box 1845
Jonesboro, AR 72403



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:085

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ADOPT A REVISED EMPLOYEE HANDBOOK FOR THE CITY OF JONESBORO

WHEREAS, the current employee handbook was previously revised by RES-24:167 on December 17, 2024; and

WHEREAS, this handbook serves as the primary policies and procedures manual for all employees; and

WHEREAS, there is a need for a revised employee handbook that outlines updated information and procedures.

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

Section 1. The City of Jonesboro Employee Handbook is hereby adopted by reference, as though set out herein word by word, as a guide for all employees of the City of Jonesboro.

Section 2. The City of Jonesboro Employee Handbook will be effective for all employees.

Section 3. All previous editions of any employee handbook for the City of Jonesboro are hereby repealed in their entirety.



EMPLOYEE HANDBOOK

PEOPLE. PRIDE. PROGRESS.

Revised July 2026

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CITY OF JONESBORO

INTRODUCTION

This Handbook is designed to acquaint you with the City and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City to benefit employees. One of our objectives is to provide an opportunity for employees to fully develop their potential and find job satisfaction, which will benefit the community greatly since it results in better service and higher productivity.

This Handbook is not a contract or a statement of rights and does not change your "At-Will" employment status. No supervisor has the authority to make changes to the Handbook. All changes must be approved by the City Council of the City of Jonesboro.

DEPARTMENTAL GUIDELINES

Policies, such as this Handbook, are approved by council.

Management is authorized to adopt lawful written guidelines governing the day-to-day operations of their department. All departmental guidelines must be approved by the Human Resources (HR) Director before they are considered effective. Departmental guidelines, if in conflict with the policies and procedures contained in this Handbook, will be superseded by the Handbook's provisions.

Employee Representative Committee

The Employee Representative Committee provides employees with a forum to share ideas, suggestions, and concerns that improve the workplace and organizational effectiveness. The Committee supplements the City's Open Door Policy by communicating matters of general employee interest to City leadership.

A Committee representative may provide an annual update to the City Council. Requests to appear before a City Council Committee must be submitted through the Human Resources Director or City Administrator in accordance with established procedures.

The Committee's membership, organization, election process, and operating procedures are maintained separately from this handbook and may be revised as needed.

SECTION I EMPLOYMENT POLICIES

EQUAL EMPLOYMENT EMPLOYER

It is the continuing policy of the City of Jonesboro to ensure equal employment opportunity in all personnel actions taken. Our policy is stated as follows:

1. The City will comply with Title VII of the Civil Rights Act of 1964 in regard to recruiting, hiring, training, and promoting for all jobs, and will conform with all applicable laws and regulations.
2. Decisions on employment will be based solely on the individual's qualifications for the position being filled.
3. Any promotional decisions will be based solely on the individual's qualifications as related to the requirements of the position for which the individual is being considered.
4. All other personnel actions, such as compensation, benefits, transfers, terminations, and layoffs, return from layoff, and training programs will be administered in accordance with Title VII of the Civil Rights Act of 1964, and will conform with all applicable laws and regulations.
5. The HR Director is responsible for this policy and for the necessary reporting and monitoring procedures associated with it. Any complaints should be directed to his or her attention. This policy may be periodically reviewed.

AMERICANS WITH DISABILITIES ACT

The City of Jonesboro abides by the requirements of the Americans with Disabilities Act, the ADA Amendments Act, and state laws governing employment of individuals with disabilities. Qualified individuals with disabilities may be entitled to an accommodation in the application process and/or in the workplace. Any qualified individual with a disability who requires reasonable accommodation in the employment process and/or in the workplace shall notify the Human Resources Director.

EMPLOYMENT AT-WILL – NON-CIVIL SERVICE EMPLOYEES

Other than Civil Service employees of the Fire Department and employees of the Police Department, all other City employees are employed at will. Employment with the City of Jonesboro is voluntarily entered into, and the employee is free to terminate the employment relationship at any time, with or without notice and for any reason or no reason at all, with or without cause. Similarly, the City of Jonesboro may terminate the employment relationship at any time, with or without notice and for any lawful reason or no reason at all, with or without cause.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute a contractual obligation of any kind or a contract of employment between the City of Jonesboro and any of its employees. No employee, supervisor, manager, or any other City of Jonesboro representative is authorized to represent to any employee that they are employed by the City of Jonesboro on any other basis, and each employee should never interpret any such person's remarks, or anything written in this Employee Handbook, as a guarantee of continued employment. The provisions of the Employee Handbook have been developed at the discretion of management and, except for its policy of employment at will, may be amended or canceled at any time, at the City of Jonesboro's sole discretion.

VACANCIES, PROMOTIONS, JOB POSTINGS, and ADVERTISEMENT

Applications for city employment will not be accepted from anyone under 18 years old except for certain youth program positions.

Individuals seeking employment with the City may pick up an application at the HR Department or apply on-line on the website, www.jonesboro.org. Applications will only be accepted when the City is currently seeking to fill a vacancy or when a job opening is posted.

Applicants shall be disqualified from consideration for employment for any of the following reasons:

1. Falsification or misrepresentation of information on the application form or any employment related forms or documents.
2. Failure to submit by the closing date for applications any required application documents as described in the job announcement.
3. Improper influence; an attempt by the applicant or through others, with his/her knowledge, to influence a member of the hiring process.
4. Conviction of or pleading Nolo contendere to any felony and/or any misdemeanor, which, at the discretion of the Mayor, compromises the employee's position or reflects negatively upon the integrity of the City. Conviction is not an automatic bar to employment; all circumstances will be considered on a case-by-case basis.

It is the policy of the City of Jonesboro to hire and promote the most qualified applicant for all positions.

Vacancies open to external applicants will be announced and posted on the City's website, www.jonesboroar.gov and at other City Facilities at least 5 days before the deadline for applications. Copies of the job announcement will be sent to City Departments, to public and private employment agencies, local news media and other recruiting sources as needed.

The City may fill any vacancy by promoting an existing worker within the department without advertising the position outside the department. At the hiring manager's discretion, job openings may be restricted to current City employees only. Then the announcement will be posted for 3 days within City facilities. The final approval regarding filling positions will be made by the HR Director upon recommendation by the Hiring Manager. In emergent situations, where vital city services are at stake, any part of the normal hiring process may be waived upon approval by the HR Director.

PERSONNEL FILES

The City maintains an official personnel file on each employee in Human Resources. The file includes information that is needed by the City in conducting its business or as required by federal, state, or local law. Personnel files are the property of the City, and access is limited. You may view your own personnel file during normal business hours by contacting Human Resources.

To keep personnel files up to date, employees are responsible to notify HR in writing of any changes in name, address, telephone number, and marital status, number of dependents, beneficiary designations, W-4 changes, and emergency contact. Family status changes affecting insurance coverage must be made within 31 calendar days of a change in status or it may not qualify.

NEPOTISM AND PERSONAL DATING RELATIONSHIPS

The City welcomes the opportunity to hire and retain qualified employees who are related to one another by blood or marriage. However, since such relationships sometimes can create problems in the workplace, including suspicions of favoritism if the related employees are in a supervisor-subordinate relationship, it is the policy of the City that:

1. Any employee of the city who has or acquires a familial relationship (as defined below) with another employee shall not have any direct or indirect administrative or operational authority over the other person. This prohibition means not only that a person cannot supervise a family member but also that the family member cannot be in that person's chain of command; for example, a family member cannot work in a department in which a family member is their supervisor.
2. An employee of the city cannot use his/her authority or position with the city to benefit or to disadvantage another employee in a familial relationship. Although all such potential misuses of authority cannot be listed here, examples include an employee signing an evaluation for a family member or signing/approving a check payable to a family member.
3. Employees are required to notify the city's Human Resources Department of (a) any existing familial relationships; (b) any familial relationships that are created among employees (for example, by the marriage of two employees); and (c) the potential employment by the city of a family member.
4. The city will refuse to hire a job applicant who is in a familial relationship with a current employee if the applicant would be in a supervisory or subordinate position to the existing employee. City employees who marry one another during their employment will be allowed to remain with the city unless they are in a superior-subordinate relationship and there is no open position to which one of them may be moved.
5. "Familial relationship" within the meaning of this policy means two employees (or an employee and a job applicant) in the relationship of husband, wife, father, mother, brother, sister, son, daughter, uncle, aunt, nephew, niece, grandfather, grandmother, grandson or granddaughter, or any of those relationships arising as a result of marriage (for example, brother-in-law).

All hires and active employment that may be considered nepotism will require the Mayor's or the Mayor's designee's approval. Failure of obtaining the Mayor's or Mayor's designee's approval will be subject to disciplinary action, up to and including termination. It's important that any relationship that may cause a conflict of interest be reported to Human Resources for the necessary approvals.

The City realizes that personal relations of a romantic nature may develop between co-workers, and while the City does not wish to ban all such relationships outright, those who choose to engage in such relationships do so at their own risk, with knowledge their employment may be affected if the relationship results in inappropriate or unprofessional behavior, negatively impacts the common good or morale of other employees, or creates conflicts of interest. If such relationships exist between employees, then employees must report it to their supervisor(s) and HR. The City reserves the right to take the appropriate action it deems necessary. Dating relationships, in which one of the employees is the direct supervisor, are prohibited.

If you plan on entering into a dating relationship with another employee in your department, and one of you is in a direct supervisory position, the following actions must be taken.

1. You must notify your supervisor and the Human Resource Director immediately.
2. One of you will be required to resign or transfer to another department, if there is a position available, within 30 calendar days.
3. You may mutually agree on which one of you will transfer or resign.
4. If you cannot agree, the employee with the lower classification will be required to transfer or resign.

DRUG-FREE WORK PLACE POLICY

Section 1. Purpose of Policy

The City has a vital interest in providing for the safety and well-being of all employees and the public and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the City is committed to the maintenance of a drug and alcohol-free workplace. The City and certain employees who drive commercial motor vehicles are subject to the requirements of federal statutes and implementing regulations issued by the Federal Highway Administration of the U.S. Department of Transportation. However, certain city employees who perform safety and security sensitive functions are not covered by the foregoing provisions. In addition, the City has an interest in maintaining the efficiency, productivity and well-being of employees who do not perform safety or security-sensitive functions. In order to further provide a safe environment for city employees and the public, the City has adopted the following Drug-Free Workplace Policy for those employees who are not covered by federal law. This policy does not govern or apply to employees who are subject to testing as commercial motor vehicle operators under the foregoing federal law and regulations. They are governed by a separate policy enacted pursuant to that legislation. However, such employees may be tested as authorized by this policy if the circumstances giving rise to such testing do not arise from the employee's operation of a commercial motor vehicle.

Section 2. Policy Statement

(a) All employees must be free from the effects of illegal drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks or at lunch, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for disciplinary action up to and including immediate discharge. In addition, employees are subject to disciplinary action up to and including immediate discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, on City property, in City vehicles, during breaks or at lunch.

(b) The City reserves the right to require employees to submit to urine drug testing and Breathalyzer alcohol testing to determine usage of drugs and/or alcohol as provided below. Employees must submit to all required tests. Any employee who refuses to submit to any required test without a valid medical explanation will be subject to immediate discharge. Refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, or submission or attempted submission of an adulterated or substituted urine sample shall be deemed refusal to submit to a required test.

(c) The City also reserves the right to require return to duty and follow-up testing as a result of a condition of reinstatement or continued employment in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program.

Section 3. Medical Marijuana

Medical Marijuana usage under the Arkansas Medical Marijuana Amendment (AMMA) is subject to Act 593 of 2017, which restricts employees in safety or security sensitive positions from performing those duties if a positive test occurs. For positions designated as safety or security sensitive define by Act 593 or the City, a positive test constitutes a violation of this policy, and appropriate action will be taken in accordance with this policy. Likewise, if the City has a "good faith belief," as defined in Act 593, that an employee is under the influence of marijuana or has ingested marijuana during working hours - even if taken in accordance with the AMMA - that employee will be required to submit to a drug test for marijuana.

For positions that are not safety or security sensitive, the determination of whether an employee is under the influence of medical marijuana will not be based solely on the results of a positive drug test. Specific observations may include appearance, behavior, speech, walking, standing, physical dexterity, agility, coordination, actions, movements, demeanor, clothing, odor or irrational or unusual behavior that is inconsistent with the employee's usual conduct. Additional factors will be considered in making a determination, including observed lawfully recorded video surveillance; statements from the employee or other persons; printed materials that may accompany medical marijuana; information from a physician, medical review officer, or dispensary; records of government agencies, law enforcement; information from reputable reference sources in print or on the Internet; and any other information reasonably believed to be reliable or accurate, including information obtained as a result of a workers compensation injury or accident of any type.

Employees shall not possess, smoke, or otherwise use medical marijuana while on City premises or while on duty. The use may impair the employee's ability to safely perform any job-related function, resulting in a direct threat to the employee or others. For the purposes of this policy, a "direct threat" is a significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. Any employee who exhibits behavior while taking a prescription medication temporarily that will affect the employee's ability to perform safety or security sensitive job functions, may be required to remain off work until they can safely perform such job functions. To properly evaluate the risk posed by an employee performing safety sensitive job functions, the employee may be asked to provide a statement from a health care provider with a recommendation as to the employee's ability to continue to work without posing a direct threat.

Any employee who is about to become or who is a current user of medical marijuana and whose job is classified as safety or security sensitive for purposes of this policy must disclose his or her upcoming or current use immediately to the Human Resources. The employee need not disclose the reason why he or she was issued a medical marijuana card or anything about his or her medical condition, unless required for other reasons. The employee must also provide his or her medical marijuana card to the Human Resources in order that a copy be made for the employee's file. If feasible, the City of Jonesboro will attempt to accommodate employees in safety or security sensitive roles who are about to become or who are current users of medical marijuana. If an accommodation is not feasible, employees may be terminated, although they will be considered eligible for rehire.

Applicants (internal or external) for safety or security sensitive jobs who are current users of medical marijuana must disclose their status only if they receive a conditional offer of employment. Current users of medical marijuana who are applicants will be disqualified from any safety or security sensitive jobs and/or duties but will be considered eligible to apply for available non-safety or non-security sensitive jobs or accommodated in some other reasonable fashion if possible. Further, these applicants will not be considered ineligible for safety or security sensitive jobs or duties in the future when they are no longer a current user of medical marijuana.

Any applicant for a non-safety or non-security sensitive job who tests positive for marijuana/THC must provide the Medical Review Officer with his or her medical marijuana card. City of Jonesboro will consider a positive drug test that is the result of medical marijuana use consistent with Arkansas law to be a "negative" test for applicants for non-safety or non-security sensitive jobs, unless there are one or more indications of being under the influence.

Section 4. Safety and Security-Sensitive Positions Defined

(A) A **safety-sensitive** position is one in which a momentary lapse of attention may result in grave and immediate danger to the public. The following positions are considered safety sensitive:

- (1) Law enforcement officers who carry firearms.
- (2) Motor vehicle operators who carry passengers including, but not limited to, ambulance drivers, bus or jitney drivers, and drivers who transport other city employees where the operation of a motor vehicle is not incidental to the employee's occupation. For the purposes of this section, a "motor vehicle" is defined as every vehicle which is self-propelled and every vehicle which is propelled by electric motor obtained from overhead trolley wires but not operated upon rails.
- (3) Fire department employees and volunteer firefighters who directly participate in fire-fighting activities.
- (4) Mechanics, welders and sheet metal workers who work on vehicles designed to carry passengers such as buses, ambulances, police cruisers, vans, aircraft, and the like.
- (6) Lifeguards, emergency medical technicians, emergency services dispatchers, and rescue workers.
- (7) Operators of heavy equipment, including front-end loaders, trucks, and riding lawn mowers, or other similar equipment, where the equipment is used around individuals, alongside the public right of way, or on public roads.
- (8) Other employees whose duties meet the definition of safety or security sensitive after consultation with and approval by the Human Resources Director, and where the operation of a motor vehicle is not incidental to the employee's occupation.

(B) A **security sensitive** position includes:

- (1) any police officer, police dispatcher and police department employee, including animal service employees, code enforcement officers, and clerical workers, employees of the I.T. Department, having access to information concerning ongoing criminal investigations and criminal cases, which information could, if revealed, compromise, hinder or prejudice the investigation or prosecution of the case.
- (2) the City also considers law enforcement officers as holding security-sensitive positions by reason of their duty to enforce the laws pertaining to the use of illegal substances. Officers who themselves use such substances may be unsympathetic to the enforcement of the law and subject to blackmail and bribery.

Section 5. Drug-Free Awareness Program/Education and Training

The City will establish a Drug-Free Awareness Program to assist employees to understand and avoid the perils of drug and alcohol abuse. The City will use this program in an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace.

The City's Drug-Free Awareness Program will inform employees about: (1) the dangers of drug and alcohol abuse in the workplace; (2) the City's policy of maintaining a drug and alcohol-free workplace; (3) the availability of drug and alcohol treatment, counseling and rehabilitation programs; and (4) the penalties that may be imposed upon employees for drug and alcohol abuse violations.

As part of the Drug-Free Awareness Program, the City shall provide educational materials that explain the City's policies and procedures. Employees shall be provided with information concerning the effects of alcohol and drug use on an individual's health, work and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management.

Supervisors who may be asked to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing shall receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and drug use.

Section 6. Prohibited Substances/Legal Drugs/Unauthorized Items

(a) Prohibited Substances. Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substances Act, 21 USC § 812, and the regulations promulgated thereunder, as defined in the Uniform Controlled Substances Act, Ark. Code Ann. § 5-64-201 et seq., or as defined by federal and state law), including synthetic narcotics, designer drugs, and prescription drugs, excepting: prescription drugs approved by and used in accordance with the directions of the employee's physician.

(b) The abuse, overmedication, inappropriate consumption, or mistreatment of prescription drugs approved by the employee's physician is considered to be the abuse of "drugs" as stated in § 5(a) of this Ordinance.

(c) Legal Drugs. The appropriate use of prescription drugs and over-the-counter medications is not prohibited. Any employee using a prescription drug should consult with his/her physician and pharmacist regarding the effects of the drug. Employees should read all labels carefully.

(d) Unauthorized Items. Employees may not have any unauthorized items in their possession or in any area used by them or under their control. Unauthorized items include, but are not limited to, alcoholic beverage containers and drug paraphernalia.

Section 7. Use of Alcohol and Drugs/Prohibited Conduct

All employees covered under this policy are subject to the following prohibitions regarding the use of alcohol and drugs (controlled substances):

- (1) Employees shall not report for duty or remain on duty while impaired by the consumption of alcohol. An employee will be deemed to be impaired by alcohol if that employee has a blood alcohol concentration of 0.04% or greater.
- (2) Employees shall not consume alcohol while on duty.
- (3) Employees required to undergo post-accident testing shall not use alcohol for 8 hours following the accident, or until they undergo a post-accident alcohol test.
- (4) Employees shall submit to all authorized drug or alcohol tests.
- (5) Employees shall not report for duty or remain on duty while under the influence of any controlled substance, except when the use thereof is pursuant to the instructions of a licensed physician who has advised the employee that the effect of the substance on the employee does not pose a significant risk of substantial harm to the employee or others in light of his/her normal job duties.
- (6) Employees shall not abuse, knowingly overmedicate, inappropriately consume, or otherwise mistreat any prescription drugs approved by the employee's physician.
- (7) Employees shall not possess, smoke, or otherwise use medical marijuana while on city premises or while on duty.

In addition, subject to disciplinary rules set forth below, employees who are found to have an alcohol concentration of 0.02% or greater, but less than 0.04%, in any authorized alcohol test shall be removed from duty and may not return to duty until the start of the employee's next regularly scheduled shift, but not less than 24 hours following administration of the test.

The foregoing rules shall apply to all employees and shall apply while on duty, during periods when they are on breaks or at lunch, or not performing safety or security sensitive functions.

Section 8. When Drug and Alcohol Testing May Be Required of All Employees

Employees (and applicants) covered by this policy shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the following circumstances:

- (a) When the city has reasonable suspicion that an employee has violated any of the above prohibitions regarding use of alcohol or drugs. For purposes of this rule, reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by two (2) of the following: a supervisor or city official or employee who is trained in detecting the signs and symptoms of misuse of alcohol and drug use.
- (b) Return to duty testing is required after an employee has engaged in any of the above prohibitions

concerning use of alcohol or drugs, unless the violation results in termination.

(c) As part of a pre-employment physical examination after a conditional job offer has been made, a fitness for duty physical examination, or any other lawful required periodic physical examination. Non-safety and non-security sensitive positions will not be required to undergo a pre-employment drug or alcohol test unless the applicant is otherwise required to undergo a pre-employment physical examination after a conditional job offer has been extended to the employee.

(d) When the City management has a reasonable suspicion based on observations or credible information submitted to the City, that the employee is currently using, impaired by or under the influence of drugs or alcohol.

(e) When an employee suffers an on-the-job injury or following a serious or potentially serious accident or incident in which safety precautions were violated, equipment or property was damaged, an employee or other person was injured, or careless acts were performed by the employee. Such testing will be required of non-safety sensitive employees only when such factors, when taken alone or in combination with other factors, give rise to reasonable suspicion that the employee may be under the influence of drugs or alcohol.

(f) As part of a return to duty or follow-up drug and/or alcohol test required under an agreement allowing an employee to return to duty following disciplinary action for a positive drug and/or alcohol test, or as the result of a condition of continued employment or reinstatement in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program. In order to return to duty, an employee who has a positive drug or alcohol test (i.e. a verified positive drug test or an alcohol test indicating an alcohol concentration of 0.04 or greater) must have a verified negative drug test and/or an alcohol test indicating an alcohol concentration of less than 0.02 and be evaluated and released by a substance abuse professional (SAP). In addition, the employee shall be subject to follow-up testing for a period not to exceed 24 months from the date of the employee's return to duty, in accordance with an SAP's recommendations. (The City also reserves the right to require return to duty and follow-up testing of an employee who has an alcohol test indicating an alcohol concentration of 0.02 or greater, but less than 0.04, based on an SAP's recommendations.)

(g) When any prohibited drug or alcoholic beverage, is found in an employee's possession.

(h) When the laboratory values in any authorized drug test indicated the need for additional testing, as determined by the Medical Review Officer (MRO), or where any authorized drug test must be canceled due to a collection, chain of custody or other procedural problem.

Section 9. When Drug and Alcohol Testing May Be Required of Employees Holding Safety and Security-Sensitive Positions

Employees in (and applicants for) safety and security-sensitive positions shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the foregoing and in the following circumstances:

(a) When a safety-sensitive employee is involved in an accident involving a motor vehicle on a public road, and the employee's position is safety-sensitive because it involves driving a motor vehicle.

- (b) Pre-employment testing for drugs (but not alcohol) when applicants position is safety sensitive.
- (c) Random testing for drugs (but not alcohol) will be conducted. In order to treat all employees as equally as possible, and to maintain consistency in the administration of its efforts to maintain a drug-free workplace, random testing under this policy will be governed by 49 U.S.C. § 31306 and implementing regulations to the extent that it is lawful and feasible to do so. Further guidance must be found in The Omnibus Transportation Employee Testing Act of 1991 - Steps to Compliance for Arkansas Municipalities, published by the Arkansas Municipal League.

Section 10. Disciplinary Action Under Drug-Free Workplace Policy

- (a) Employees may be subject to disciplinary action, up to and including discharge, for any of the following infractions:
 - (1) Refusal to submit to an authorized drug or alcohol test. Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested or engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted urine sample.
 - (2) Drinking alcoholic beverages or using drugs while on duty, on City property, in City vehicles, during breaks or at lunch.
 - (3) Unlawful manufacture, distribution, dispensation, possession, concealment or sale of any prohibited substance, including an alcoholic beverage, while on duty, on City property, in City vehicles, during breaks or at lunch.
 - (4) Any criminal drug statute conviction and/or failure to notify the City of such conviction within five [5] days.
 - (5) Refusal to cooperate in a search.
 - (6) Having an alcohol concentration of 0.04% or greater in any authorized alcohol test.
 - (7) Testing positive for drugs and/or their metabolites in any authorized drug test. Except, employees authorized to use medical marijuana under the Arkansas Medical Marijuana Amendment are not subject to discipline solely because of a positive test for marijuana.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the City reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

Section 11. Employment Status Pending Receipt of Test Results

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the City reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

USE OF TOBACCO

The Arkansas Clean Indoor Act of 2006 (Act) prohibits smoking in all enclosed areas within places of employment and public places. Smoking is not allowed in any building or vehicle owned or leased by the City. Additionally, the use of e-cigarettes, vape pens or a similar device is also prohibited. Smokers should use the designated smoking areas. The City will not discriminate or retaliate against any individual for making a complaint regarding a violation of the Act or this Use of Tobacco Policy, or for cooperating with an investigation regarding a violation of the Act or this Policy. A violation of this policy may result in disciplinary action up to and including termination of employment.

REFUSAL TO WORK

We are committed to public service. If you take part in any work stoppage, slowdown, strike or other intentional work interruption you may be terminated. If you have a concern, you should discuss the matter with your supervisor or HR. (Refer to page 51: Open Door Policy).

FAMILY AND MEDICAL LEAVE POLICY (FMLA)

Employees who have worked for the City for at least one (1) year in the past seven (7) years; who have worked at least 1,250 hours during the previous twelve (12) months (unless the employee is classified as an "exempt" employee under the Fair Labor Standards Act; an employee should consult with Human Resources to determine whether the employee is classified as exempt or non-exempt); and work at location where at least 50 employees are employed by the City within 75 miles of that work site are eligible for leave under the Family and Medical Leave Act (FMLA). The FMLA provides eligible persons with up to twelve (12) weeks unpaid leave during a twelve (12) month period for certain qualified family and medical situations.

Reasons for Taking Leave

1. For the care of the employee's child (birth or placement for adoption or foster care);
2. For the care of the employee's spouse, dependent child, or parent who has a serious health condition; or
3. For the employee's own serious health condition.
4. For a "qualifying exigency" resulting from the active-duty military service of the employee's spouse, son, daughter or parent who is currently serving in a reserve branch of the armed forces. A qualifying exigency includes: (1) Short-notice deployment; (2) Military events and related activities; (3) Childcare and school activities; (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) any other leave for which the employer and employee have both agreed shall qualify as an exigency.
6. For the care of the employee's spouse, son, daughter, parent, or next of kin, who is a service member with a serious illness or injury incurred in the line of duty. Employees eligible for this type of leave may be eligible for up to twenty-six (26) workweeks of leave, rather than the usual twelve (12).

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Eligibility for Military FMLA Leave

When electing to take FMLA leave for purposes of caring for an injured service member, the following definitions apply:

Covered service members are current members of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard, or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. This provision does not apply to former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

Serious injury or illness means an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

Next of kin means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

Duration of Military FMLA Leave

Leave to care for an injured or ill active-duty military member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period. Military FMLA leave runs concurrently with other leave entitlements provided under federal, state, and local law.

Leave Year

Except for purposes of leave to care for an injured service member, the leave year (the 12-month period), under this policy shall be calculated on a "rolling 12 month period" measured backward from the date a service member uses any family leave.

Substitution of Paid Leave for Unpaid Leave

If the employee has available accrued paid leave, the employee must use the paid leave first and take the remainder of his or her FMLA leave as unpaid leave.

An employee who is taking leave because of the employee's own serious health condition or the serious condition of a family member must use all accrued paid sick, comp time, or vacation leave prior to being eligible for unpaid leave.

An employee taking leave for the birth of a child must use paid sick leave for the employee's medically necessary leave following childbirth. The employee shall then use all comp time and vacation leave, and then will be eligible for unpaid leave for the remainder of the 12 weeks.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

Employees who request FMLA leave should consult with the HR Director for details on the availability of sick, comp time, and vacation.

FMLA and Workers' Compensation

When an employee is on leave due to an on-the-job injury or illness which is a serious health condition under the FMLA, the workers' compensation absence and FMLA leave will run concurrently.

Advance Notice and Medical Certification

If the leave is to be covered completely through the use of sick or vacation leave, then the employee should provide notice as required under those policies where possible. However, where the need for the leave is foreseeable, and if some or all of the leave will not be covered through the use of vacation, **the City requires that written notice be provided to the HR Director thirty (30) days in advance of the leave.** If leave is not foreseeable, then the employee must provide notice to the City as soon as practicable.

Employees must provide the HR Director with sufficient information to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform their job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform the HR Director if the requested leave is for a reason for which FMLA leave was previously taken or certified.

An employee requesting FMLA leave must furnish the City with a medical certificate to support the need for a leave due to the employee's serious health condition or that of the family member. The employee will also be required to provide periodic reports of the employee's status while on leave. Further, the employee will be required to furnish recertification from a health care provider if he or she requests an extension of FMLA leave, if circumstances described by the previous certification have changed significantly, or if the City has information that casts doubt on the need for continued leave. At the end of the leave, the employee will be asked to present a doctor's certificate of fitness to return to work. If an employee is unable to return from leave because of a serious health condition, medical certification may be required.

Intermittent or Reduced Leave

Employees do not need to use FMLA leave in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary or specifically approved by the City. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employment and Benefits Status

During FMLA Leave, the City will maintain employees' health coverage under any "group health plan" on the same terms as if the employee's had continued to work. In most circumstances, employees returning from FMLA leave will be restored to their original or equivalent pay, benefits, and other employment terms. The City may find it necessary to deny reinstatement to certain highly compensated employees, but only if it is found necessary to avoid substantial and grievous economic injury to the operation of the City.

Employees who take advantage of FMLA leave will be eligible for any employment benefit that accrued prior to the start of the leave.

Medical Insurance Coverage

During FMLA leave, employees may continue to participate in the City's group health plan under the same conditions as if they continued to work. The City will make arrangements with employees requesting leave for the continued payment of the employee's share of the medical premium. If an employee fails to make premium payments as arranged and becomes in arrears for more than thirty (30) days, coverage will terminate. The employee may resume coverage when he or she returns from leave without having to re-qualify for insurance coverage.

Other Rights and Obligations

The City will inform employees requesting leave whether they are eligible under FMLA. If they are, the City will notify them of their rights and responsibilities. If they are not eligible for leave, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines that the leave is not FMLA-protected, then it will notify the employee.

The FMLA makes it unlawful, and the City will not:

- (i) Interfere with, restrain, or deny the exercise of any right provided under the Family and Medical Leave Act.
- (ii) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

We have posted and will continue to display the poster entitled:

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT
WH Publication 1420

For more information about our Family Medical Leave Policy, please contact the Human Resources Director or see the "Employee Rights and Responsibilities" form attached to this handbook.

USE OF CITY ASSETS AND RESOURCES

TELEPHONES

City telephones are to be used to conduct city business. Long distance, toll calls, or any calls that incurs a cost to the city that are of a personal nature are prohibited unless prior approval is received in writing from your supervisor. Although occasional, limited personal telephone calls are permitted, they should be kept to a minimum in time and frequency and should not interfere with work performance of the employee or the employee's colleagues. Discretion should be used in discussing confidential information using cellular communication. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment.

City-issued cellular, mobile telephones or SMART phones should be used for city business-related purposes. Personal calls are to be minimized so the city doesn't incur any cost. The city reserves the right to monitor the billing and use of all city-issued cellular/mobile telephones and has the authority to withhold any unauthorized amounts from the employee's wages. By accepting the use of city-issued cellular telephones, employees agree to promptly reimburse the city for all personal calls made which are deemed by the city to be excessive in frequency or duration.

All employees must follow the City's policies regarding harassment prevention when using city phones. No smart phones may be used to display or distribute sexually offensive, racist, or derogatory materials. This includes, but is not limited to, derogatory pictures, videos, sounds, words, drawings, or cartoons. Any employee who violates the conditions of these policies relating to cellular/mobile or SMART phone usage is subject to having the use of the employee's city-issued cellular/mobile phone terminated.

COMPUTERS AND OTHER TECHNOLOGICAL RESOURCES

To help maximize its employees' efficiency in carrying out their respective job duties, the City of Jonesboro provides various information and technology resources such as email, computers, software/computer applications, networks, the Internet, the intranet, facsimile machines, cell phones, pagers, and other wireless communication devices and voicemail systems. Please remember that these tools are city property and must be used in a manner that reflects positively on the city and all who work here. Occasional, limited personal use of these resources is permitted, but should not interfere with your work performance, or the work performance of your colleagues. Employees, however, should have no expectation of privacy as to their use of city property. The city has the right to access and monitor any and all messages and files on electronic equipment owned by it and will do so as deemed necessary and appropriate. Employees will be held accountable for all usage of their systems and shall keep their keywords and passwords confidential to protect their assigned equipment and their files from misuse. Employees shall not access or copy software of data belonging to others or to the city. Reading another employee's files is prohibited unless authorized by the department head. Employees shall not transport software or data provided by the city to another computer site without prior authorization from the department responsible for the data.

The city will not tolerate inappropriate or illegal use of these assets and reserves the right to take appropriate disciplinary actions, as needed, up to and including termination of employment. Such inappropriate use of these resources can include, but is not limited to, the following:

- Hacking.

- Pirating software or audio/video files.
- Soliciting.
- Distributing literature for outside entities.
- Sending inappropriate emails.
- Accessing, viewing, or downloading inappropriate websites, i.e., sites advocating hate, violence, sexually explicit material, or promoting illegal activities.
- Distributing confidential information to persons/entities who are not entitled to such information.
- Storing or placing unlawful information on a computer or the network.
- Copying system files without proper authorization.
- Copying copyrighted materials without proper authorization.
- Use of abusive or otherwise objectionable language in either public or private messages.
- Sending messages that are likely to result in the loss of the recipient's work or systems use.
- Sending "chain-letters," jokes, lists, or any other types of use that would cause congestion or disrupt the operation of the networks or otherwise interfere with the work of others.
- Decryption of system or user passwords.

Only software which has been purchased or approved by the City of Jonesboro may be loaded or used on any of its computers. All software, programs, applications, templates, data, and data files stored in, residing on, or developed with city computers, networks, or storage media are property of the city and shall not be removed from the workplace without proper authorization. The city's software and software manuals should not be duplicated or reproduced in any manner which would violate the license agreements which pertain to usage of the software.

Computer equipment, including software, should not be removed from city premises without prior written approval from the Department's Director and the City's Director of Information Systems.

The city reserves the right to monitor and inspect, without notice, the use of its information and technology resources.

INTERNET ACCESS

Internet access is provided to employees to conduct city business. Employees accessing the Internet are to do so for business-related purposes only. The city reserves the right to monitor Internet use to assure that Internet use is for legitimate business purposes and that access to the Internet is not abused by any one employee.

Downloading files should be for business use only and should not be downloaded using any peer-to-peer network.

ELECTRONIC MAIL AND CONFIDENTIALITY

The City of Jonesboro provides electronic mail for business purposes. The city maintains the ability to access any messages left on or transmitted over the system. Employees should not assume that such messages are confidential or that access by the city or its designated representative will not occur. Therefore, any personal use of the city's electronic mail system shall be kept to a minimum.

The electronic mail system shall not be used to solicit or further commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations; to create any unwelcome, offensive, or otherwise disruptive messages including sexual innuendo, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability; or to send or receive copyrighted materials, trade secrets, proprietary or financial information, or similar materials without prior written

authorization from the owner of the material.

ARTIFICIAL INTELLIGENCE (AI) AND AUTOMATED DECISION TOOLS

The City of Jonesboro recognizes that artificial intelligence (AI) and automated decision tools can improve efficiency, enhance public services, and assist employees in performing their duties. The City is committed to the responsible, ethical, secure, and lawful use of these technologies and establishes this policy to govern their use in conducting City business.

Authorized Use

Employees may use only City-approved AI tools for legitimate City business and only in accordance with this policy and applicable administrative guidelines.

AI may be used to assist employees with research, drafting documents, summarizing information, data analysis, communications, and other administrative tasks. AI is intended to assist employees and shall not replace professional judgment or independent decision-making.

Human Oversight

Employees remain responsible for all work products created with AI assistance. AI-generated content must be reviewed for accuracy, completeness, confidentiality, and compliance with applicable law and City policy before it is relied upon, distributed, or used in conducting City business.

No employment decision, disciplinary action, procurement decision, financial determination, permit approval, or other official City action shall be based solely upon an AI-generated recommendation. An authorized City employee must independently review the information and make the final decision.

Confidential Information

Employees shall not upload confidential, sensitive, personally identifiable, medical, financial, personnel, law enforcement, attorney-client privileged, or other non-public City information into any AI system unless the platform has been approved by the Information Systems Department and such use is authorized by City policy.

Employees shall comply with all City policies regarding confidentiality, cybersecurity, records retention, and the Arkansas Freedom of Information Act when using AI.

Employee Responsibility

Employees are responsible for ensuring AI-assisted work is accurate, appropriate, and consistent with City policies and applicable law. AI shall not be used to circumvent legal requirements, ethical standards, or supervisory review.

Unauthorized use of AI or misuse of AI technologies may result in disciplinary action, up to and including termination.

Administrative Guidelines

The HR Director, in coordination with the Information Systems Director, may issue and revise administrative guidelines governing the implementation, security, approved platforms, training, and operational use of artificial intelligence. Such guidelines remain consistent with this policy and may be updated as technology and legal requirements evolve.

REMOVAL OF CITY PROPERTY

No city owned, leased, or licensed computer equipment or documents may be removed from city premises without prior approval from the Director and the Department of Information Systems.

USE OF PRIVATELY OWNED ELECTRONIC COMMUNICATIONS EQUIPMENT FOR PUBLIC JOB RELATED PURPOSES

Employees with personal privacy concerns should be aware that there may be consequences to using privately owned electronic communications equipment (including privately owned cell phones) for work related purposes. If an employee uses privately owned equipment for work related purposes, such as work-related text messages or emails, the records of the privately owned equipment might be subject to disclosure to the public by the Arkansas Freedom of Information Act. Employees are therefore encouraged to use city-owned communications equipment and city-owned software (such as city email) when communicating for job related purposes.

WAIVER OF PRIVACY

Employees waive their right to privacy in anything created, stored, sent, or received on the city's computer or telecommunications system. The city reserves the right to inspect any data, emails, social media content, files, settings, or any other aspect of access made by a city-owned computer or related system and will do so on an as-needed basis as determined by the Director of Information Systems. Employees understand that any information created, stored, sent, or received on the city's computer or telecommunications system may be subject to the provisions of the Freedom of Information Act, regardless of whether the information is business-related or personal to the employee. Therefore, any such information may be accessed and/or inspected at any time by any member of the public unless it is exempted by law from disclosure.

SOCIAL MEDIA POLICY

Purpose of Policy for City of Jonesboro Social Media Site(s)

This policy establishes guidelines for the establishment and use by the City of Jonesboro of social media sites (including but not limited to Facebook and Twitter) as a means of conveying City of Jonesboro ("City") information to its citizens.

The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.

The City of Jonesboro has an overriding interest and expectation in deciding what is spoken on behalf of the City-on-City social media sites.

For purposes of this policy, social media is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to, Facebook, blogs, Myspace, RSS, YouTube, Second Life, Twitter, LinkedIn, Delicious, Snapchat, Instagram, Pinterest, and Flickr. **For purposes of this policy, "comments" include information, articles, pictures, videos, or any other form of communicative content posted on a City of Jonesboro social media site.**

General Policy

The establishment and use by any City department of City social media sites are subject to approval by the Mayor or his/her designees. All City of Jonesboro social media sites shall be administered by City of Jonesboro Information Technology ("IT") staff.

1. City social media sites should make clear that they are maintained by the City of Jonesboro and that they follow the City's Social Media Policy.
2. Wherever possible, City social media sites should link back to the official City of Jonesboro website for forms, documents, online services and other information necessary to conduct business with the City of Jonesboro.
3. The Communications department will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Jonesboro.
4. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the Communications department for a reasonable period of time, including the time, date and identity of the person posting, when available.
5. These guidelines must be displayed to users or made available by hyperlink.
6. The City will approach the use of social media tools as consistently as possible, enterprise wide.
7. The City of Jonesboro's website at <http://www.jonesboro.org/> will remain the City's primary and predominant internet presence.
8. All City social media sites shall adhere to applicable federal, state and local laws, regulations, and policies.
9. City social media sites are subject to the Arkansas Freedom of Information Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.
10. Comments on topics or issues not within the jurisdictional purview of the City of Jonesboro may be removed.
11. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
12. City employees who post information on social media sites are expected to conduct themselves in accordance with all City policies, specifically including, but not limited to, the Harassment Prevention Policy, the Conduct towards the Public Policy, the Workplace Violence Policy, and the Conduct Guidelines Policy.
13. City Employees are to refrain from posting on social personal networking sites or media, photographs of City personnel wearing City distinguishable uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City. City personnel are permitted to "share" or link to postings by the City on their personal networking sites or media. Otherwise, when representing the City in an official capacity, City personnel may request that the Communications department post on the official City website and/or social media, photographs of the City personnel wearing City distinguished uniforms, logos, shields, badges, weapons, or writings that readily identify one as an employee of the City.
14. This Social Media Policy may be revised at any time.

Comment Policy

1. As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing City of Jonesboro social media sites is to disseminate information from the City, about the City, to its citizens.
3. Comments containing any of the following inappropriate forms of content shall not be permitted on City of Jonesboro social media sites and are subject to removal and/or restriction by the Public Information Coordinator or his/her designees:
 - a. Comments not related to the original topic, including random or unintelligible comments.
 - b. Profane, obscene, violent, or pornographic content and/or language.
 - c. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, or national origin.
 - d. Defamatory or personal attacks.
 - e. Threats to any person or organization.
 - f. Comments in support of, or in opposition to, any political campaigns or ballot measures.
 - g. Solicitation of commerce, including but not limited to advertising of any business or product for sale.
 - h. Conduct in violation of any federal, state, or local law.
 - i. Encouragement of illegal activity.
 - j. Information that may tend to compromise the safety or security of the public or public systems; or
 - k. Content that violates a legal ownership interest, such as a copyright, of any party.
4. A comment posted by a member of the public on any City of Jonesboro social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Jonesboro, nor do such comments necessarily reflect the opinions or policies of the City of Jonesboro.
5. The City of Jonesboro reserves the right to deny access to City of Jonesboro social media sites for any individual, who violates the City of Jonesboro's Social Media Policy, at any time and without prior notice.
6. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
7. When a City of Jonesboro employee responds to a comment, in his/her capacity as a City of Jonesboro employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.
8. All comments posted to any City of Jonesboro Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the City of

Jonesboro reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.

Purpose of Policy for Employees Personal Social Media Site(s)

The City of Jonesboro recognizes that employees may use social media websites or similar media including, but not limited to, blogs, chat rooms, online journals, personal websites, Facebook, Instagram, Twitter, LinkedIn, etc. (hereinafter referred to as "personal websites").

Employees are reminded that information posted on personal websites can be viewed by members of the public and by other employees (including management). Employees should remember that almost all input online is archived, so even posts that have been deleted may be uncovered or recovered by someone. Social media content may also be reposted and shared and may reach individuals the user had not intended to reach.

Social media use on non-work time

Employees should also be aware that their actions outside of work, including those on social media sites could affect the workplace. The same principles and guidelines found in City of Jonesboro's policies apply to employees' activities online.

Employees that violate city policies while on social media may face discipline. Threats of violence, harassment, or discriminatory behavior will not be tolerated by the City of Jonesboro, no matter the medium, and no matter when such posts are made (whether during or outside of work hours).

Social media use on work time

Employees should refrain from using social media while on work time unless they are specifically authorized to do so by a supervisor or other authorized city official. Do not use your City of Jonesboro email address to register on personal websites.

Nothing in this section should be construed to limit an employee's right as a private citizen to discuss a matter of public concern during non-work time. Employees may always utilize the City's Open Door Policy to resolve work-related issues. (Refer to page 51).

Artificial Intelligence and Digital Content

Employees shall not upload confidential, sensitive, or non-public City information to artificial intelligence or generative AI platforms unless specifically authorized by the City.

Any use of artificial intelligence to create or assist with official City communications shall comply with the City's Artificial Intelligence Policy and all applicable policies governing confidentiality, cybersecurity, public records, and records retention.

Administration

The Communications Department is responsible for administering this policy and may issue administrative procedures consistent with this policy as technology, legal requirements, and operational needs evolve.

TRAVEL POLICY

This policy establishes the rule governing the eligibility for payment of expenses incurred by City employees, elected and appointed officials during travel directly related to official business. These rules provide for the payment of travel funds and for the reimbursement of out-of-pocket expenses.

Responsibility

The authority for promulgation of rules defining the rates of allowable mileage, food and lodging and similar travel expenses rest with the City Council based on the recommendation of the Finance Committee.

The Finance Department ensures conformity to the procedures in this guideline. Normal audit rules will be applied to establish conformance among city departments.

Supervisors are responsible for the dissemination of these procedures to all employees, and for verification and submission of all Requisitions, Request for travel forms, travel expense forms, and receipts and/or requests for reimbursement to Finance.

The individual employee traveling on official business is responsible for making sure he/she understands this policy and complies with it. Any unusual circumstances or exceptions must be clarified in advance and any deviations must be approved in writing in advance by his or her supervisor.

NOTE* Reimburse or reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be provided with the Final Travel Expense Report.

In order to afford employees, elected and appointed, maximum flexibility in the accomplishment of their assigned tasks, the City of Jonesboro will pay travel expenses directly related to official business in accordance with amounts authorized herein. Travel expenses for official business may include the cost of out-of-town conferences involving professional associations, intensive training of the short course nature and meetings with state and federal authorities on program-related topics. All travel expenses for employees shall be approved by their Director within their approved travel budget. Travel expenses for Department Heads shall be approved by the Mayor. Travel by elected or appointed officials shall not require approval subject to prior budget approval.

Travel Procedures

Transportation

An employee may choose to extend travel beyond the time required to conduct the business purpose of the travel. Time and expense incurred in excess of the business purpose are the responsibility of the traveler. These arrangements must be approved in advance, in writing, by the traveler's supervisor.

Airline ticket payment will be made for actual coach costs. The traveler has the option of using their own resources (cash, credit card, etc.) to purchase reimbursable tickets, or the following procedure may be utilized for the City to purchase tickets. A Purchase Requisition payable to the Credit Card Company, Airline Itinerary, and Confirmation Locator Number (supplied by the airline for tickets placed on 24-hour hold) must be submitted to Finance Department as soon as possible after reservations are made. Transferring tickets is not allowed. FAA regulations state that tickets must be issued in the traveling employee's name.

Mileage reimbursement for use of a private vehicle is allowable in the event a City-owned vehicle is not available. Mileage shall be based on the current IRS per mile rate. Trip distances shall be computed (and printed) using Map Quest or similar software. However, personal vehicle mileage reimbursement shall not exceed the lowest coach airfare available at the time of the travel request (documentation must be provided); nor shall food and lodging expense be for more than one additional day of travel time to and/or from the destination city. Any exceptions to this must have prior approval in writing from the Department Director. Reimbursement for use of personal vehicles to travel to and from the airport will be one round trip if utilizing airport parking, or two round trips if not utilizing airport parking. Mileage is paid from City Hall or the travelers normal work location to the airport and back. If travel is mandated by the manager's written directive on a non-regularly scheduled workday, round trip mileage from the traveler's home of record is authorized.

Taxi fare and similar public transportation is reimbursable for all necessary City business related trips.

Rental vehicles require prior written approval from the Department Director. Written justification for renting vehicles as well as cost estimates for the rental of the vehicle and collision insurance, if you plan to purchase insurance, must accompany all requests for travel. Actual costs of mid-sized or smaller vehicles rented from recognized car rental agencies (Avis, Hertz, National Budget, Dollar etc.) are reimbursable. When more than four (4) employees are traveling to the same destination, reimbursement for actual costs of renting vans shall be allowed.

Fuel for City-owned vehicles is reimbursable. Use of City-owned vehicles outside City limits requires written justification from the traveler's manager.

PAY FOR TRAVEL FOR NON-EXEMPT EMPLOYEES

Travel time as working time

In most cases, travel time counts as working time. When travel is considered, hours worked, the time must also be counted to calculate overtime as follows:

During a normal workday

A normal commute to work and back is not typically considered work time. However, travel during the workday is work. For example, if an employee normally works 8:00 to 5:00, and must drive 15 miles for a meeting at 3:00, the travel time counts as work (it takes place within normal work hours). However, if the meeting ends at 5:00 and the employee goes straight home, this is probably a normal commute and does not count as hours worked, assuming the travel is not much farther than a normal commute (usually, within the same city or community).

To another city in the same day

Travel time to another city is working time. However, travel from home to an airport or other terminal can be considered a commute that is unpaid. For example, an employee might drive from home to the airport, take a flight to another city for a conference, and return to the airport before driving home (all in the same day). Time spent driving to and from the airport can be considered a normal commute (assuming it is within the same community) and would not have to be paid working time. However, all other travel time (on the plane and at the destination) counts as hours worked that must be paid, even if those hours are outside the normally scheduled hours (i.e., the train leaves at 7:00 a.m. and returns at 6:00 p.m.). Of course, normal meal breaks do not count as hours worked.

Overnight travel to another city

In most cases, all travel time to another city for an overnight trip count as paid working time. To use the above example, suppose the employee took a flight to another city and stayed overnight. If travel to another city occurs during normal work hours on a non-workday (i.e., the employee takes the 11:00 a.m. flight on a Sunday) it also counts as hours worked. Note: If the travel time is required by the manager for work related purposes, then it counts as working time. If the employee chooses to travel outside of business hours, when they could have traveled during business hours, then it would not count as working time.

Work time while staying overnight for travel purposes the employee will be paid for a normal workday or for any hours of actual time worked. For example, if employee's normal workday is from 8:00 a.m. – 5:00 p.m. with one hour for lunch, and the employee has a meeting or training in another town that is also the same as the employee's workday, the employee would be paid as normal. The employee would not be paid after 5:00 pm for time at the hotel or time spent at dinner. If the employee is required to meet for a dinner meeting, then it would be considered time worked.

Food

Full day travel shall be defined as an initial departure time prior to 7:00 A.M. and return of at least 7:00 P.M. Allowances for travel within Arkansas shall be up to \$60.00 for all meals with tips included. Allowances for meals out of state shall be based on the General Services Administration (GSA) travel rates and shall not exceed the total daily amount. Receipts must be turned in with travel forms.

Meals for partial day travel shall be paid on a per diem rate depending on departure and arrival time. Partial day travel shall be defined as an initial departure time later than 8:00 A.M. and/or return time of earlier than 6:00 P.M. The maximum allowable reimbursement shall be for the total of two meals. The per meal allowance in Arkansas, including tip, shall be Breakfast-\$12.00; Lunch-\$18.00; Dinner-\$30.00. In cases where a meal is provided by the attended function, unless the employee's supervisor provides prior written approval, the allowance will not be paid for the meal. Receipts must be turned in with travel forms.

Reimbursement of meals for other purposes for official city business must state the name of the guest(s), nature of business, and be approved by the Director of the department based on prior budget approval. The City shall not reimburse the costs of alcoholic beverages.

Lodging

The City will reimburse charges for room rate, taxes, and work-related expenses where it is reasonably expected that a prudent traveler could not return to their residence.

Tips

Employees may include a tip up to 20% of the cost of business related to meals and parking.

Parking

Expenses incurred for parking are reimbursable. Any airport parking shall be reimbursed at the long-term parking rate.

Submission of Actual Expenses shall be as Follows:

The traveler must submit a completed copy of the Travel Expense Report (with receipts and/or request for reimbursements) to the Accounts Payable section of the Finance Department within 5 days of return. After 5 days, all follow-ups will be addressed through the appropriate Department Head to the traveler.

NOTE* Reimbursement as it appears anywhere in this procedure, references the fact that detailed documentation must be the expenses and explain the business purposes (who, what, when, where, and why) for the expense. Lodging expenses must be itemized by day and show all miscellaneous expenses. Expenses will not be reimbursed without detailed, supporting receipts.

COMPENSATION POLICY

No form of compensation is allowed outside this Policy and the City's Salary Administration Plan unless prior approval by the HR Director and the Mayor or Mayor's Designee; and kept on file with Payroll and HR. Any non-authorized form of compensation will be subject to disciplinary action, up to and including termination.

TIME RECORDS - NON-EXEMPT EMPLOYEES

Accounting requirements necessitate the documentation of attendance as well as overtime hours. All non-exempt employees are responsible to monitor and record all hours worked, including arrival, departure for lunch, return from lunch, and departure at the end of the workday. Failure to document properly your time worked, or any falsification of your time record is subject to disciplinary action, up to and including termination. After your supervisor has approved your completed time record, the time record must be submitted to payroll at the appropriate designated time.

OVERTIME PAY – NON-EXEMPT EMPLOYEES

You may be required to work overtime. Overtime must be approved by your supervisor prior to being worked. The approving manager of your time record must approve the overtime hours on your time record in order for the time to be considered approved overtime. Non-exempt employees who work non-authorized overtime hours will be paid, but will be subject to disciplinary action, up to and including termination. Also see section "Work Hours" on page 45.

Except for when compensatory time is provided to non-exempt employees in lieu of overtime pay, all non-exempt employees will be paid overtime a rate of 1.5 times the regular rate of pay when they exceed the number of hours allowed by FLSA in the approved work period, as approved by the Human Resources Director and the Mayor or Mayor's designee.

Note: Paid leave does not count towards the calculation of overtime.

ON-CALL PAY

You must refer to your departmental guidelines on how to handle pay for work after your regular scheduled hours. All departmental guidelines must be approved by the Director of Human Resources and the Mayor or Mayor's designee; and kept on file with Payroll and HR.

COMPENSATORY (Comp) TIME – NON-EXEMPT EMPLOYEES

The Mayor may direct that compensation for overtime be made in the form of compensatory time, rather than overtime pay. Use of compensatory leave is provided and taken pursuant to applicable federal and state law. Department records will determine the number of compensatory leave hours you have earned. Compensatory leave must be taken within one year after it is earned and is scheduled the same way as vacation.

Compensatory time (comp time) off in lieu of monetary overtime compensation is provided at a rate of not less than one and one-half hours of compensatory time for each hour of overtime worked. No employee shall be allowed to accumulate more than a total of 40 hours of compensatory time unless you are a public safety officer or an employee of Animal Services and E911. After reaching a total of 40 hours compensatory time, all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a total of 40.

Public Safety Officers are considered the Uniformed Police Officers. Public safety officers and employees of Animal Services and E911 are allowed to accumulate no more than a *total* of 100 hours of compensatory time, and all overtime shall be paid in monetary compensation until the total hours of compensatory time drops below a *total* of 100 hours. The procedure for scheduling compensatory time off is the same as scheduling vacation. (see **Code of Federal Regulations: §553.211 Law enforcement activities**)

In addition, due to the specific nature of the requirements of public safety officers assigned to positions as School Resource Officers, they will be allowed to accumulate the maximum amount of compensatory time allowed by federal and state law, currently 480 hours. Officers removed from such assignments will be required to expend any time accumulated over 100 hours before utilizing any other type of leave.

Supervisors shall be responsible for approving compensatory time in their department and providing records of compensatory time as it is earned and taken to the Payroll division of the HR department. **Note: Accrued compensatory time should be taken before vacation, and Compensatory time is only in lieu of overtime. No other form of time shall be considered compensatory time.**

Upon termination of employment, an employee will be paid for unused compensatory time figured at:
1) the average regular rate received by such employee during the last three years of employment; or
2) the final regular rate received by such employee, whichever is higher.

In the event a non-exempt employee moves into an exempt position, any accumulated compensatory time owed to them shall be taken within 3 months of becoming exempt and if not taken during the 3-month time frame it shall be paid to them at the end of three months at their non-exempt rate of pay.

RESIGNATION, TERMINATION, and RETIREMENT

Employees who wish to resign their employment with the City of Jonesboro are requested to give proper notice by notifying the City at least 2 weeks in advance. Notice should be given in writing to your Supervisor and HR. Proper notice should allow the City time to calculate all money you are due in your final paycheck. Without proper notice, you may have to wait until the next pay period to receive those payments. Employees are expected to work during these 2 weeks and should not take comp, vacation, or sick time. Any request for time-off will need to be approved by Human Resources. The last day worked will be considered the last day of employment.

Employees who plan to retire, with a city retirement benefit, are requested to give the City a minimum of 2 months' notice (60 days). This should allow time for processing appropriate forms to help ensure that your retirement benefits start on time. Without proper notice benefits could be delayed or denied. Employees are expected to work during this notice period and should not take comp, vacation, or sick time. Any request for time-off, during the resignation period, will need to be approved by the Human Resources Director. The last day worked will be considered the last day of employment.

Retirement, with the City, is defined as an employee who retires with 20 years of service with the city. Eligible employees with 20 years of service may elect to continue the cities health care plan until the age of 65, as long as he or she pays the cities full premium amount. Once retired a Retiree may only reduce coverage in plans and when the plan has been terminated it may not be re-added.

When an employee retires from the City and begins receiving benefits under a city related retirement plan, and later accepts a new position with the City, he or she will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave. Note – some retirement plans may recognize prior years of service for vesting purposes. Consult with HR about your particular plan.

Employees who are absent for three consecutive days without being excused or have given proper notice will be considered as having voluntarily quit.

Employees, who leave the City and later accept a new position with the City, will be considered a new hire for all purposes of employment, including eligibility for benefits and paid leave.

Any employee who is terminated for disciplinary reasons will not be eligible for rehire with the City unless an override is approved by the HR Director and the Mayor.

SECTION II

EMPLOYEE BENEFITS

VACATION

Police Department

Full-time sworn Officers of the Police Department accrue vacation time at the rate of 120 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 160 hours annually. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Fire Department

Full-time Civil Service employees of the Fire Department who work 24-hour shifts accrue vacation time at the rate of 168 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 224 hours annually. This is based on an 11.2-hour workday as recommended by the Arkansas Attorney General's Office. You will not accrue vacation unless you are in a pay status. You may accumulate more than 336 hours of vacation in any given year, but you will forfeit any amounts greater than 336 hours on your anniversary date. You may be paid for up to 336 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

Full-time Civil Service employees of the Fire Department who work a 40-hour week accrue vacation time at the rate of 120 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 160 hours annually. You will not accrue vacation unless you are in a pay status. You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has accumulated.

If you change from a 24-hour shift position to a 40 hour per week position, your vacation time will be converted by multiplying the total accumulation by 0.714. If you change from a 40 hour per week position to a 24-hour shift position, your vacation time will be converted by multiplying the total accumulation by 1.4.

Non-Civil service or non-sworn Officers

Full-time employees will accrue 80 hours of vacation annually until you reach your fifth anniversary date as a full-time employee. After you have continuously worked 5 years for the City as a full-time employee, you will accrue vacation at the rate of 120 hours annually. After you have continuously worked 10 years for the City as a full-time employee, you will accrue vacation at the rate of 160 hours annually. You will not accrue vacation unless you are in a pay status.

You may accumulate more than 240 hours of vacation in any given year, but you will forfeit any amounts greater than 240 hours on your anniversary date. You may be paid for up to 240 hours of accumulated vacation when your employment is terminated for any reason. You may not take vacation time before it has been accumulated.

All Employees

The number of employees off at any time will be decided by the supervisor based on department workloads. You should follow your departmental guidelines for requesting time off and the request should be approved by your supervisor in advance. Conflicts will be resolved according to departmental guidelines as approved by HR. Vacation time will be charged by the hour. An hour of vacation time will be charged for each hour that you are away from work. You will not be charged vacation for time that you would not normally work. Any absences not covered by an approved form of paid leave or not approved by the manager and HR will be considered unexcused and subject to disciplinary action up to and including termination.

Exempt employees who work a partial day will be paid for the full day but may be required to use vacation or sick time for the time the employee is absent from work, whether the absence is a partial day or a full day. Note: Exempt employees cannot be docked if they work a partial day. Exempt employees should consult with their supervisor and HR. HR will manage leave time while exempt employee is on FMLA.

PERSONAL LEAVE - UNPAID

The City recognizes that there are circumstances when an employee may need time away from work but does not have any accrued time to take off. For such cases you may request time off without pay. Request must be submitted in writing and approved by the Director and the Human Resources Director. Any time off not approved will be considered unexcused and subject to disciplinary action up to and including termination.

HOLIDAYS AND HOLIDAY PAY

Civil Service (Fire) employees and sworn full-time officers (Police) of the City of Jonesboro are paid for the 11 Holidays (88 hours) listed below. **Total annual Holiday Pay is divided equally and included with the base pay for each pay period (See Arkansas Code 14-52-105)**

New Year's Day	January 1 st
Dr. Martin Luther King Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th

Non-Civil service and non-sworn full-time employees are eligible for 11 holidays (88 hours) per year. If work schedules permit, full time employees may take the following 7 days off with pay.

New Year's Day	January 1 st
Memorial Day	Last Monday in May
Independence Day	4 th of July

Labor Day
Thanksgiving Day and day after
Christmas Day

1st Monday in September
4th Thursday & Friday in November
December 25th

If you have to work on any of the above days, exempt employees will get another day off, and non-exempt will be paid holiday pay in addition to your regular pay for that day. Both need Director's approval. When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

The following 4 days will normally be workdays, but full-time employees who are not Civil Service will be paid holiday pay for each of them.

Dr. Martin Luther King Birthday
President's Day
Veterans Day
Christmas Eve

3rd Monday in January
3rd Monday in February
November 11th
December 24th

If you work in the 911-Emergency Dispatch Center, you do not normally get time off for holidays. You will be paid holiday pay for all holidays (88 hours) by the end of December. Your holiday pay will be calculated in the same manner as other non-sworn employees.

Before you can be paid Holiday Pay, you must be a full-time employee, and you must be in a pay status on your last scheduled workday before and your next scheduled workday after the Holiday. Pay Status is defined as an active employee in good standing; not being absent as unexcused or without pay due to disciplinary reasons or unpaid leave without prior approval by Director and the Human Resources Director. Holiday pay for current employees will be calculated at your current hourly rate and paid by the end of December. Employees who terminate employment during the year will be paid the applicable holiday hours with their last paycheck. If the employee terminates in November or December and is not in a pay status for Veterans Day, Thanksgiving or Christmas holidays, after receiving holiday pay, then holiday pay will be paid back to the city with their last paycheck.

SICK LEAVE

Police Department

Full-time sworn Officers of the Police Department accrue sick leave at the rate of 160 hours annually. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter hour. You will not be charged sick leave for the time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status as stated in Arkansas Code 24-10-701, you or your estate will be paid for any unused sick leave, up to a maximum of 480 hours. You will be paid at your rate of pay in effect at the time of payment.

Fire Department

Full time Civil Service employees of the Fire Department who work 24-hour shifts accrue sick leave at the rate of 240 hours annually. This is based on a 12-hour workday. If unused, sick leave may be accumulated to a maximum of 1440 hours as stated in Arkansas Code 14-53-108. Sick leave will be

charged by the quarter hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status as stated in Arkansas Code 24-10-701, you or your estate will be paid for any unused sick leave accrued by the while employed, up to a maximum of 720 hours. You will be paid at your rate of pay in effect at the time of payment.

Full time Civil Service Employees of the Fire Department who work a 40-hour week accrue sick leave at the rate of 160 hours annually. This is based on an 8-hour workday. If unused, sick leave may be accumulated to a maximum of 1440 hours. Sick leave will be charged by the quarter hour. You may not take sick leave before it has been accumulated.

Upon death or pension-receiving retirement status as stated in Arkansas Code 24-10-701, you or your estate will be paid for any unused sick leave, up to a maximum of 720 hours. You will be paid at your rate of pay in effect at the time of payment.

If you change from a 24-hour shift position to a 40 hour per week position, your sick leave will convert by multiplying the total accumulation by 0.714. If you change from a 40 hour per-week position to a 24-hour shift position, your sick leave will be converted by multiplying the total accumulation by 1.4.

Non-Civil Service and Non-Sworn Full Time Employees

Non-Civil Service and non-sworn full-time employees shall accrue sick leave at the rate of 96 hours annually. If unused, sick leave may be accumulated to a maximum of 720 hours. Sick leave will be charged by the quarter hour. You will not be charged sick leave for time that you would not normally work. You may not take sick leave before it has been accumulated.

After you have reached your 10th anniversary as a full-time employee, you will be paid for up to 360 hours of unused sick leave when your employment is terminated for any reason, including death. After you have reached your 15th anniversary as a full-time employee, you will be paid for up to 480 hours of unused sick leave when your employment is terminated for any reason, including death.

All Employees

Sick leave may be used for the following reasons:

Personal illness or physical incapacity, medical, dental and optical visits, you are quarantined by a physician or health officer, illness in your immediate family which requires you to take care of your family member(s).

For sick leave purposes, immediate family includes your spouse, child, stepchild, foster child, parents, or any family member who lives in your household.

If you cannot come to work due to a reason listed in this section, you must notify your supervisor, or someone acting for your supervisor, within one (1) hour of your work time. If you do not, you may not be paid sick leave.

SICK LEAVE IS NOT ENTITLEMENT LEAVE. Sick leave is only to be used when an employee or a member or his/her family is sick enough to prevent the employee from reporting to his/her work assignment. Any abuse is subject to disciplinary action, up to and including termination.

Supervisors have the discretion to ask for a doctor's excuse before the employee returns to work. If you are absent three (3) or more days in a row, you will be required to obtain a doctor's excuse. If you run out of sick leave, you will be charged comp time and vacation time accrued for missing work due to sick leave reasons. After you have used all your sick leave, comp time and/or vacation time, you will not be paid for days that you miss unless approved for the catastrophic sick bank leave. Abuse of Sick Leave or any absences not covered by an approved form of paid leave or not approved by the employee's supervisor and HR will be considered unexcused and subject to disciplinary action up to and including termination.

You may not donate sick time to another employee. In case of extreme hardship when you have used all of your sick leave, vacation, and comp time and if are a member of the Catastrophic Sick Leave Bank, you may request leave as outlined by the Catastrophic Sick Leave Bank Policy (refer to page 39).

FUNERAL OR BEREAVEMENT LEAVE

You may miss up to 24 hours of work for paid funeral leave in cases of death in your immediate family. For funeral leave purposes, "immediate family" may include your spouse, children, parents, brother, sister, grandparents, grandchildren, spouse's parent or sibling, sibling's spouse, parent, or any relative who lives in your house, including "step" and "foster" relatives.

Funeral leave is separate and apart from sick leave or vacation leave. Funeral leave is not cumulative and may not be carried over from one year to another.

In cases where 24 hours of work time is not enough, you may be granted additional time by your supervisor. Additional time will be charged to vacation time or unpaid leave.

CATASTROPHIC SICK LEAVE BANK

The City of Jonesboro's Catastrophic Sick Leave Bank (SLB) allows participating employees who have exhausted all available accrual balances to receive additional sick leave benefits for extended leave of absences, in the rolling calendar year, upon submission of proper documentation to Human Resources. Catastrophic leave, for the purpose of this Bank, shall be defined as sick leave required (1) for treatment or recovery of a non-job- related catastrophic injury or illness to the participating employee or (2) for treatment of or recovery from a catastrophic injury or illness to a participating employee's parent, spouse, or dependent child as defined in IRS Publication 501.

Regular full-time employees of the City with a minimum of one (1) year of service are eligible to participate. Enrollment in the SLB program may begin during the first annual open enrollment period after the employee's one year anniversary date. Employees that are currently on disciplinary action for poor attendance or do not have the minimum hours for initial membership are not eligible to enroll in the SLB program. An approved absence for illness will not be considered poor attendance.

All Participating employees, except 24-hour shift employees, shall donate sixteen (16) hours for initial membership in the SLB program. Firefighters who work 24-hour shifts shall donate forty-eight (48) hours for initial membership. Such donations must be paid during the annual open enrollment period.

If an employee does not join within this period, they will not be eligible to join again until the next annual open enrollment period.

Following the initial donation, eight (8) hours per non-uniform and police employees and twenty-four (24) hours per firefighter who works a twenty-hour (24) shift, shall be required yearly to maintain membership. Hours must be paid to the SLB during the annual open enrollment period to maintain membership in the SLB. No employee shall be advanced hours from the bank until the appropriate initial donation has been met. An employee may not donate hours for another employee for their initial membership donation nor for the required yearly donation of hours.

Hours contributed to the SLB may not be restored to the contributing employee under any circumstances.

The annual benefits open enrollment period will be in November of each year. The effective date of those signing up during annual open enrollment shall be January 1st, of the following year. To be eligible for leave in the SLB program, the employee must have not received a written warning for verified misuse of sick leave during the past two years.

To request hours from the SLB, a member must make a written request using the SLB form and include supporting medical documentation to the Human Resources Director. No catastrophic leave shall be approved until all leave (inclusive of sick leave, comp, and vacation time) has been exhausted.

The Human Resources Department will be responsible for the administration and record keeping of the SLB.

A member may request to open a SLB case anytime within the calendar year. The Human Resources Director shall have the authority to grant leave from the SLB for an initial period of up to eight (8) weeks providing submission of proper FMLA documentation to Human Resources. Up to an additional eight (8) weeks of time may be granted by the decision of the Board with the submission of proper documentation from the treating physician. **The city reserves the right to request a second opinion of a doctor provided by the city.** An additional 8-week period (now totaling 24 weeks) may be granted by the Board in cases of extreme hardship to an employee with a minimum of fifteen (15) years of service with the City. Any appeal of a decision, denying sick leave from the SLB may be appealed to the Mayor within seven (7) calendar days of the leave being denied. The decision of the Mayor shall be final.

All leave from the SLB shall run concurrently with Family Medical Leave and shall be taken in 8, 10, or 24-hour increments depending on the shift of the employee unless approval for an intermittent leave under the FMLA has been granted. Intermittent leave may be granted in cases where a regimen of continuing treatment must be submitted with the request for intermittent catastrophic leave.

A reoccurrence of the medical problem for which a leave was granted, beyond thirty (30) calendar days of return to active status, will be treated as a new case and will require submission of a new request form with medical documentation.

Employees on a catastrophic leave will be considered to be in a pay status but shall not continue to accrue sick leave and vacation while receiving hours from the Bank. Any leave granted but not used shall be returned to the Bank.

Definition of Terms

Board - is comprised of the employee's Director or Department Head, Human Resource Director, Chief Administrations Officer, and the Chief Operations Officer.

Catastrophic Injury or Illness - A serious health condition (as defined by the FMLA) which requires an employee's absence from duty for a prolonged period of time due to hospitalization or confinement to the home for recovery, except for necessary doctor's appointments, and which results in a substantial loss of income because of the exhaustion of all earned sick, vacation, holiday, and compensatory leave time.

Catastrophic Sick Leave - paid leave in a rolling calendar year which is transferred to a leave recipient from the City of Jonesboro catastrophic leave bank. Catastrophic leave may be granted in 8, 10 or 24-hour increments. While a leave recipient is on catastrophic leave, he or she will receive normal benefits such as city contributions to insurance and retirement.

Catastrophic Sick Leave Bank - a pool of accrued sick leave donated by employees that has been approved for use by other employees.

Catastrophic Sick Leave Bank Donor - an employee whose voluntary written request to donate accrued sick leave to the city's catastrophic leave bank has been approved. No employee shall be allowed to be a leave donor if such donation will reduce that employee's accrued sick to less than zero hours.

Catastrophic Sick Leave Bank Program - a program approved by the City and operated by the Department of Human Resources in concert with the Board to provide for the orderly authorization and administration of catastrophic leave.

Catastrophic Sick Leave Bank Recipient - a current employee whose application to receive catastrophic sick leave has been approved.

Employee - a person who is a uniform or non-uniform employee who is compensated on a full-time basis and been employed at least one (1) year. Part-time, seasonal or temporary employees are excluded from this definition and are not eligible to participate as a donor or recipient in the Catastrophic Sick Leave Bank Program.

Serious Health Condition - Illness, injury, impairment, or physical or mental condition that involves; 1) Inpatient care in a hospital, hospice, or residential care facility or 2) Continuing treatment by a healthcare provider. Normal childbirth or disabilities resulting from elective surgery do not qualify.

Medical Documentation - documentation by a physician certifying that the employee is incapacitated and the period of incapacitation. The medical form for requesting Family Medical Leave may be used to request time from the Catastrophic Sick Leave Bank.

Prolonged Period of Time - a continuous period of time whereby a medical condition prevents the employee from performing the employee's duties. A prolonged period of time is interpreted to be a minimum of two (2) weeks.

Substantial Loss of Income - a continuous period of time when the employee will not have otherwise been compensated by the city due to a medical condition and the exhaustion of all earned sick, vacation, and compensatory leave, and such medical condition is not covered and compensated by Worker's Compensation.

MILITARY LEAVE

The City recognizes the commitment and responsibility of our employees to serve in the armed forces. Accordingly, The City complies with all applicable laws concerning military leave.

The City complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which protects applicants and employees who serve in the military from discrimination in the areas of hiring, job retention, and advancement. USERRA provides job and benefit protection for employees who serve in the military, and it provides certain reemployment rights to any employee who has been absent from work due to service in the United States uniformed services.

The City will grant a military leave of absence to employees who are required to miss work because of service in the United States uniformed services in accordance with USERRA. You must notify the City if you receive notice that you will require a military leave of absence unless providing such notice is precluded by military necessity, impossible, or unreasonable, and you should provide the City with a copy of your official orders. When you receive notice that you will need a military leave of absence, please contact HR for further information regarding your rights and responsibilities under USERRA.

USERRA defines "uniformed services" to include the Army, Navy, Marine Corps, Air Force, and Coast Guard, as well as the Reserves for these branches of the military. Uniformed services also include the Army National Guard, Air National Guard, commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. USERRA defines "service" to include active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty, and the time required for examination to determine a person's fitness for any of these types of services.

If you are a non-uniform employee and you are a member of the Armed Forces Reserve or the National Guard, you are eligible for annual paid military leave of 120 hours for training each year with pay, plus necessary travel time. Military leave will be in addition to any other leave time. Ark. Code Ann. § 21-4-212.

If you are called to duty in emergency situations by the Governor or by the President, you will be granted leave with pay not to exceed 240 hours, after which leave without pay will be granted. This leave will be granted in addition to all other leave that you are entitled too.

Police officers: A paid, full-time municipal police officer who is a member of the armed forces of this state or any other state, including without limitation the National Guard or a reserve component or auxiliary of the United States Armed Forces, shall be granted leave at the rate of one hundred sixty-eight (168) hours per calendar year plus necessary travel time for annual training requirements or other duties performed in an official duty status. Unused leave time may roll over to a maximum three hundred thirty-six (336) hours in a single year. Ark. Code Ann. § 14-52-114.

Fire Fighters: A paid, full-time firefighter who is a member of the armed forces of this state or any other state, including without limitation the National Guard or a reserve component or auxiliary of the United States Armed Forces, shall be granted leave at the rate of one hundred sixty-eight (168)

hours per calendar year plus necessary travel time for annual training requirements or other duties performed in an official duty status. Unused leave time may roll over to a maximum three hundred thirty-six (336) hours in a single year. Ark. Code Ann. § 14-53-114.

To receive military leave of either type, you must submit a copy of your orders. You may also be required to show proof of attendance after you return from military leave.

COURT DUTY LEAVE

You will be granted leave with pay for witness or jury duty. You may also keep your allowance from the court for that service. To qualify for court duty, leave, you must give your supervisor a copy of the summons or other court related paperwork as soon as possible after you get it. Also, proof of service must be given to your supervisor when your period of jury or witness duty is over.

EMPLOYEE HEALTH AND DENTAL BENEFITS

Medical and Dental Plans

The City of Jonesboro provides a group health plan and a group dental plan for employees in an established City full-time position. You were offered detailed information on the policies coverage when you were hired. You may get additional information from Human Resources.

Continuation of Group Health and Dental Coverage

Federal Law (Public Law 99-272, Title X) requires that most employers who sponsor group health and dental plans offer employees and their families the opportunity for a temporary extension of health or dental coverage (called "Continuation Coverage") at group rates in certain instances where coverage would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligation under the continuation coverage provisions of the law.

If you are an employee of the City of Jonesboro, covered by its Group Health Plan or Dental Plan, you have a right to choose this continuation coverage if you lose your coverage because of a reduction of your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part.)

Under the law, the employee or a family member is responsible for informing the City of Jonesboro of a divorce, legal separation, or a child losing dependent status under the plan. This notification must be made within 60 days of the date of the qualifying event, which would cause a loss of coverage.

WORKERS' COMPENSATION/OCCUPATIONAL INJURIES AND ILLNESSES

An employee who suffers an occupational injury in the performance of his or her duty may receive workers' compensation benefits. In order for an employee to qualify for workers' compensation, the employee, unless rendered physically or mentally unable by the injury, must:

1. Report the injury to his or her supervisor immediately after it occurs, if possible. Otherwise, no later than the end of the working day in which the injury occurred.
2. Report the injury to the Human Resource Department within 72 hours after the accident or injury.

Rules and regulations concerning Workers' Compensation have been posted on department bulletin boards.

You are **not** to use emergency treatment facilities for on-the-job injuries unless the injury is a **true emergency**, or unless you are injured outside of normal city office hours. For medical treatment of all non-emergency workplace injuries, you or your supervisor should contact the Human Resource Department for a doctor's appointment.

If you are injured on the job and are unable to work, you may be eligible to continue to draw regular salary using your accrued sick leave and/or vacation time. If you choose this option, you **must** report to Human Resources any temporary disability checks you get from our Workers' Compensation Insurer. Payroll will then reduce your next pay checks(s) by the amount of pay you received from the carrier and restore the equivalent amount of the sick and vacation time used.

If you do not want to use your sick leave or vacation time or if you do not have enough leave time to continue your salary, then you **will not** receive a paycheck from the city and you will keep any temporary disability checks you get from our Workers' Compensation Insurer.

EMPLOYEE RETIREMENT PLANS

All full-time non-uniform employees may choose to join the City's Employee Retirement Plan.

Sworn Police Officers and Firefighters are required to join the Arkansas Local Police and Fire Retirement System (LOPFI).

For information on these plans, you should contact the Human Resource Department.

SUPPLEMENTAL BENEFITS

The City strives to offer its employees a wide variety of benefits. Note that all insurance agents wanting to do business with the city or city employee, while on duty, must be directed to Human Resources. Agents are not allowed to solicit city employees during working time and on city property without the approval of the HR Director.

SECTION III

MATTERS AFFECTING EMPLOYEE STATUS

EMPLOYMENT CLASSIFICATIONS

All positions in the City of Jonesboro will fall into one of the following categories:

1. Full-Time – Those who work a minimum of 40 hours per week during the calendar year in an established City position. Full-time employees may take part in all benefits offered by the City of Jonesboro, subject to the rules and regulations of each benefit program.
2. Part-Time Regular – Those who work less than an average of 30 hours per week during the calendar year. Part-time employees are not eligible for City benefit programs, except workers compensation.
3. Temporary/Seasonal – Those who work in a position that is meant to be for a limited time (6 months or less). Temporary/Seasonal work may be for a specific project or for seasonal jobs. Temporary employees are not eligible for City benefit programs, except workers compensation.
4. Civil Service – Some positions in the Fire Department are also governed by Arkansas Civil Service Laws and the rules and regulations of the Jonesboro Civil Service Commission. Civil Service Policies will take precedence over this handbook.

Additionally, all employees are classified as exempt and non-exempt (hourly). Exempt employees are not required to be paid overtime or receive compensatory time, in accordance with applicable federal and state laws. Non-exempt employees are required to receive compensatory time or be paid overtime at the rate of time and one-half their regular rates of pay for all overtime hours, in accordance with applicable federal and state laws.

MANAGER or SUPERVISOR (exempt or non-exempt)—Employee who has been designated to oversee other employees in a department. This position will report to a manager or to a Director.

DIRECTOR and SUPERINTENDENT – Employee who has been designated to oversee the operations of the Department and have managers or supervisors reporting directly to them. This position reports to a Department Head.

DEPARTMENT HEAD – Employee who has been designated to oversee several Directors and their departments. This position is appointed by and reports directly to the Mayor, such as Chief Administration Officer, Chief Operations Officer, Police Chief and Fire Chief.

INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their abilities to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the City may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice. All newly hired or newly promoted employees work on an introductory basis for the first six (6) months after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If the City determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. Employees may accrue and use available leave during the introductory period. The introductory period within the Police Department is twelve (12) months and may be extended or re-instituted based on training needs or performance.

ATTENDANCE

Regular attendance is essential to the effective business operations, and the City of Jonesboro expects all of its employees to report to work on time and on a regular basis. Unnecessary absences and tardiness are expensive, disruptive, and place an unnecessary burden on fellow employees, supervisors, City government as a whole, and the taxpayers who receive City services. Should an employee be unable to report to work on time because of an illness or personal emergency, he/she should give proper notice to his or her supervisor.

“Proper notice” is defined by the City as notice in advance of the time an employee should report for work or no later than one (1) hour thereafter if advance notice is impossible.

Excessive absences or tardiness, unexcused absences or tardiness, falsification of reasons for any absences or tardiness, absences or tardiness which form unacceptable patterns, (i.e., regularly reporting late on Monday mornings or call in absent on Fridays) or failing to provide proper medical documentation to support absences/tardiness may result in disciplinary action, up to and including termination. The supervisor has the discretion to ask the employee for supporting documentation to approve the absence.

An absence of an employee from duty, including any absence of one (1) day or part thereof, (other than an absence authorized by this personnel handbook or law) that is not authorized in advance by the employee’s supervisor will be deemed absence without leave. Such absence shall be considered unexcused and without pay, where allowable by applicable federal and state law. An unexcused absence may result in disciplinary action, up to and including termination.

WORK HOURS

The established work-period for a non-uniform non-exempt employee and all uniform non-exempt police officers, other than the Patrol division, on a Seven (7) day period will begin each Saturday at 4:30 a.m. and the workweek will be 40 hours per week before over-time.

Non-exempt Firefighters are on a 27-day work period of 204 hours per period before over-time.

All non-exempt police officers working in the Patrol division work a 28-day work period of 160 hours per period before over-time.

The day and time for the beginning of your workweek will be decided by your supervisor. Supervisors have the right to change your hours of work, days of work, or your work schedule to carry out their duties to the public. Changes in work schedules will be announced as far in advance as possible. Refusal to work mandatory overtime may result in disciplinary action, up to and including termination.

Breaks and mealtimes are not guaranteed, but whenever possible, your work schedule will provide a 15-minute break in every 4 hours of work. Work schedules, breaks, and mealtimes will be set by your supervisor.

PERFORMANCE EVALUATIONS

The City of Jonesboro wants you to do your job to the best of your ability. It is important that you be recognized for good work and that you are given suggestions for improvement when necessary. Your performance will be evaluated by your supervisor on an on-going basis.

All written performance evaluations will be based on your overall performance of your job duties and will take into account your conduct, behavior, and record of attendance. Any additional performance evaluations may be conducted by your supervisor at any time.

TRAINING

The City of Jonesboro is committed to on-going training for all employees. If you think you need additional training, you should notify your supervisor. Reasonable expenses of on-the-job training should be assumed by the City, if prior approval is obtained from the Director or Department Head.

JOB SAFETY

Safety is largely the use of good judgment and the practice of good work habits. You must use good judgment to know the safe way and good work habits to continue the safe way. If you are not sure which way to do a job is the safest, you should ask your supervisor.

Unsafe conduct is misconduct. You should always follow the following safety rules:

1. Follow all department safety rules
2. Use all safeguards for equipment, including seat belts in any City-owned vehicle or equipment
3. Immediately stop using faulty equipment and tell your Supervisor or Department Head
4. Immediately tell your Supervisor if you see any unsafe working condition or equipment
5. If corrections are not made, notify the Human Resource Department
6. Immediately report every accident to your Supervisor or Department Head

SECTION IV

Standards of Conduct

HARASSMENT PREVENTION POLICY

It is the policy of the City to treat all employees equally in the terms and conditions of their employment. The harassment of any employee is contrary to this policy and may be considered a violation of state and federal law and will be considered justification for disciplinary or other appropriate action. This policy applies to all employees, supervisors, agents, and non-employees who have contact with employees during working hours. This policy defines harassment and outlines the method by which it is reported.

Harassment is any annoying, persistent act or actions that single out an employee to that employee's objection or detriment, because of race, age, sex, disability, religion, national origin, genetic information, or any other legally protected characteristic (protected status). Harassment may include any of the following:

1. Verbal abuse or ridicule. This includes epithets, derogatory comments, slurs or unwanted advances, invitations, or comments based on protected status.
2. Interference with an employee's work. This includes physical contact such as assault, blocking normal movement or interference with work directed at an individual because of his or her sex or other protected status.
3. Displaying or distributing offensive materials based on protected status. This includes derogatory posters, cartoons, drawings, or gestures.
4. Discriminating against any employee in work assignment or job-related training.
5. Intimate, unwelcome physical contact.
6. Making offensive innuendoes based on protected status.
7. Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer, or any other term or condition of employment.
8. Retaliation for having reported harassment.

It is every employee's responsibility to ensure that his or her conduct does not include or imply harassment. If however, harassment or suspected harassment has or is taking place, the following will apply:

1. An employee should report the harassment or suspected harassment immediately to his or her supervisor. In the event of a conflict with the supervisor, the employee should report the harassment to their supervisor, Director, or Human Resources Director. If possible, this complaint should be in writing, setting forth all pertinent facts. However, the complaint does not have to be in writing.
2. Any employee who receives a report of or has knowledge of harassment shall promptly inform the supervisor, Director, or Human Resources Director in writing, if possible.
3. Each complaint will be investigated, and a determination of the facts will be made on a case-by-

case basis. Appropriate action up to and including termination will then be taken by the City.

4. The investigation files, including the complaint, will be maintained by the City. Any disciplinary action taken will also be documented in the offending employee's personnel file.

The City will not tolerate harassment or any form of retaliation against an employee who has either instigated or cooperated in an investigation of alleged harassment. Violation of this provision may result in discharge.

False accusations are considered serious and may result in disciplinary action up to and including termination of employment.

OPEN DOOR POLICY

The fair, prompt, and just treatment of all employee problems or complaints is of primary importance to the City. Open communication is a vital part of a successful organization. Providing an atmosphere conducive to open discussion among all staff, regardless of position, is stressed at all levels.

In view of this open-door policy, employees should be assured that they will not receive criticism or penalties or be subject to discrimination as a result of candid discussions with their supervisors, Directors, Department Heads, or the Human Resources Director.

CONDUCT TOWARDS THE PUBLIC

You should always be civil, orderly, and courteous in your conduct and behavior. You must be aware that every time you contact the public your appearance, actions, and status are taken for those of the City.

When dealing with the public, you should try to make your conduct create respect for both you and the City. This will help promote the cooperation and approval of the public.

Not everyone you meet in the course of your duties will be courteous. Even so, you should treat the public, as you would like to be treated: with courtesy, patience, respect, and understanding. This approach to public service is very important.

When you are not sure of the correct answer to a question from the public, refer the question to the person or the department that can give the best answer. It is better to admit not knowing than to give the wrong information.

TELEPHONE COURTESY

Your job is to give service to the citizens of Jonesboro. They expect you to perform efficiently and courteously. The way you answer the telephone can affect public relations. While you are on the telephone, you are an important source of good will for the city government. No matter where you work – at a desk, at a counter, or somewhere else – when you answer the telephone, your voice reflects your personality. You are expected to:

Answer the telephone promptly, on the first ring if possible; identify yourself and/or department; keep writing materials nearby to take notes; speak directly into the mouthpiece in a pleasant voice; have

the correct number when placing a call; be courteous at all times; and arrange to have someone answer calls when you are away from your phone.

Telephones provided by the City are for use in conducting City business. You should not use City telephones during business hours for personal calls, either outgoing or incoming, except in emergencies. You are not allowed to charge any long-distance or other toll calls of a personal nature to the City of Jonesboro.

UNIFORMS AND PERSONAL APPEARANCE

A reasonable dress code is necessary to ensure that all employees dress and groom themselves in a manner to promote a positive image of City Government. All employees are expected to report to work clean, neat, appropriately dressed and groomed.

If you are not required to wear uniforms, you should dress neatly, in clothing that is suited for your job. If you are not sure what appropriate dress is, you should ask your Supervisor or Department Head.

Examples of Unacceptable Attire:

- Any clothing that is worn, torn, frayed, has patches, or holes.
- Sweat clothing or work out attire such as sweatpants, leotards, and tights.
- Backless tops or dresses that expose any part of the midriff or back.
- Low cut blouses or dresses.
- Shorts above the knee.
- Tank tops, sleeveless or spaghetti straps with no cover-up or jacket.
- T-Shirts with inappropriate logos/offensive wording.
- Rubber thong shoes (flip-flops).
- Mini skirts/skirts split higher than three inches above the knee.
- Clothing that reveals undergarments.

Casual Fridays:

Standards shall be the same as other days of the week, but employees may wear jeans that are neat, not frayed and with no holes.

Management reserves the right to determine appropriate dress and grooming at all times. Employees reporting to work inappropriately dressed or groomed may be sent home. Any employee sent home for this purpose will be charged vacation leave. If no vacation leave is available to charge, employees will receive no pay for the time not worked.

Failure on the part of the employee to conform to this policy or departmental policies may result in disciplinary action up to and including termination.

WORKPLACE VIOLENCE

The City of Jonesboro observes a zero-tolerance policy regarding workplace violence. Fighting or other activities which may endanger the well-being of employees may result in immediate termination of employment. Actions that create an environment that is threatening, violent, intimidating, hostile, abusive, or offensive will not be tolerated and must be immediately reported to a supervisor or Human Resources as soon as possible.

Conduct that interferes with operations, that discredits the City, or that is offensive to others will not be tolerated, whether such conduct be that of an employee, associate of an employee, or visitor. Any act of violence that impacts the workplace will be cause for investigation and subject to action by the City. Violence is any act of aggression or any statement, which could be perceived as intent to cause harm to the City or an individual, whether personal, such as physical, or emotional, or impersonal, such as property damage or theft.

General

Employees are expected at all times to conduct themselves in a positive manner to promote the best interests of the City. Such conduct includes:

1. Complying with all of the City's safety and security regulations and policies.
2. Complying with the City's harassment prevention policy.
3. Treating all visitors and co-workers in a courteous manner.
4. Refrain from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests.
5. Reporting to management any suspicious, unethical, or illegal conduct by co-workers, visitors, or suppliers without fear of retaliation.
6. Cooperating with City investigations.
7. Handling the property of the City and of individuals with care and respect to the owner.

The following conduct is prohibited and may subject the individual involved to disciplinary action, up to and including termination:

1. The use of profanity or abusive language.
2. The possession of firearms is prohibited in all municipal buildings, unless authorized to possess such items as a job requirement or approved by the Mayor. All other forms of weapons or explosives are prohibited.
3. Fighting or assault on another employee or visitor.
4. Threatening or intimidating co-workers or visitors.

5. Retaliation for having reported inappropriate conduct or for having cooperated in an investigation of inappropriate conduct.
6. Intentional interference with another employee's work.
7. Theft, destruction, defacement, or misuse of City property or of the property of an employee or visitor.

This listing is illustrative of the type of behavior that will not be permitted. It is not intended to be an all-inclusive list. Any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may, at the City's discretion, subject the employee to disciplinary action, up to and including termination.

Procedures

It is every employee's responsibility to ensure that his or her conduct does not include or imply breach of this policy. Furthermore, it is every employee's responsibility to report suspicions of such behavior, whether by employee or non-employee, to an appropriate supervisor or Human Resources. If, however, violence, threats of violence or suspected violence to a person or property has taken place or is taking place, the following will apply:

1. Should an employee perceive a threat to be urgent, the employee may call 911 before reporting the threat to his or her Supervisor or Human Resources? An urgent threat is one where there is actual violent behavior, or where it appears that violent behavior is likely or imminent.
2. Should an employee receive a bomb threat, the employee should notify 911 of the Police Department immediately.
3. Any threats of violence or suspected violence to person or property should be reported to his or her Supervisor or Human Resources. An oral or written statement setting forth all pertinent facts may be required.
4. The City will investigate the report and will determine the appropriate action and/or discipline to be taken with the offender up to and including termination.
5. The City will work with employees who report that they have been subjected to violence to support efforts to reduce the harm, which has been or is being done.
6. Appropriate confidentiality and documentation of each report will be maintained.

CONDUCT POLICY

As a City employee you should accept certain responsibilities, follow acceptable standards of personal conduct, and display a high degree of personal integrity at all times. This requires a sincere respect for the rights and feelings of others. It also demands that while at work and in your personal life, you avoid behavior that might be harmful to yourself, your co-workers, the citizens, and/or the City. Whether you are on duty or off duty, your conduct reflects on the City. You should observe the highest standards of professionalism at all times.

Proper conduct and performance are requirements in any work environment. There are times when

those standards are not being met, and the City's management may need to point out performance or behavioral problems, which require the employee's attention and improvement. In those instances, the City may rely upon various disciplinary measures ranging from verbal warnings up to and including termination. Further, any violations of policies contained in this section and handbook may result in an unpaid suspension for City exempt and non-exempt employees. The specific disciplinary action utilized will depend upon various factors, including the nature of the violation. Employment with the City is voluntarily entered into, and both the employee and the employer are free to terminate the employment relationship at any time, with or without notice or cause, and for any reason or no reason at all. The following are examples of actions that may result in disciplinary action:

1. Falsification or misstatement of employment applications, time records, or other reports, records, or documents.
2. Performing transactions on city accounts or records to gain a personal interest, financial interest or potential gain in any City of Jonesboro transaction.
3. Violation of the City's equal employment opportunity, nondiscrimination, and harassment prevention policies.
4. Soliciting or accepting gratuities from citizens, entities, or vendors.
5. Excessive absenteeism or tardiness.
6. Unnecessary or unauthorized use of City property.
7. Violation of the City's Substance Abuse Policy.
8. Violation of the Workplace Violence Policy.
9. Theft and/or dishonesty, or any attempt thereof. This includes, but is not limited to, misappropriation of City property or merchandise, including unauthorized use of City telephones, facilities, equipment, materials, or property of a City employee or citizen.
10. Failure to follow or disregard of safety or security policies, requirements, or regulations.
11. Insubordination or deliberate disobedience of instructions from the City's management, including disrespectful conduct. This includes, but is not limited to, a refusal to obey the legitimate request of any member of management, the failure to follow instructions, or the failure to otherwise perform assigned work.
12. Intentional or negligent damage to or pilferage of materials, merchandise, property, or equipment belonging to the City or another person.
13. Intentional abuse of an employee's position of authority over the citizenry.
14. Knowingly or intentionally selectively enforcing the city codes or state law.
15. Misconduct of any nature adversely affecting the City's best interests and reputation. This may include, but is not limited to, rudeness, insolence, or other improper conduct, including vulgarity and excessive use of profane language, toward another employee, citizen, visitor, or vendor whether in person or on social media.
16. Willful or deliberate neglect of duties.

17. Divulging confidential information to any unauthorized person.
18. Violation of the smoking policy.
19. Violation of the City's Internet/Email Policy, including inappropriate internet use or the use of the City's computer systems to create or disseminate any discriminatory, defamatory, offensive, disruptive, or otherwise inappropriate or unprofessional communications.
20. Poor performance or nonperformance of duties.
21. Violation of any other rule, directive, policy or procedure, including, but not limited to, those set forth in these policies.
22. Violation of any and all state or federal regulations or laws.
23. The above list is not all-inclusive. The list provides only a partial explanation of some of the reasons disciplinary action may be taken.

If your performance, work habits, or actions become unsatisfactory or violate any of the above items or any other City policies, rules or regulations, you may be subject to disciplinary action, up to and including termination.

Code of Ethics and Business Conduct

The success of the City of Jonesboro is dependent on the trust and confidence we earn from the citizens that we serve. We gain credibility by adhering to our commitments, displaying honesty and integrity, and reaching goals solely through honorable conduct.

As an employee of the City of Jonesboro, you must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of the City of Jonesboro may conflict with our own personal or family interests. We owe a duty to the City of Jonesboro to advance its legitimate interests when the opportunity to do so arises. We must never use the City of Jonesboro's property or information for personal gain or personally take for ourselves any opportunity that is discovered throughout position with the City of Jonesboro.

Following are some ways in which conflicts of interest could arise include but are not limited to:

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor, potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with the City of Jonesboro.
2. Hiring or supervising family members or closely related persons.
3. Having a personal interest, financial interest or potential gain in any City of Jonesboro transaction.
4. Placing City business with a firm owned or controlled by a City of Jonesboro employee or his or her family.
5. Accepting gifts, discounts, favors or services from someone who does business with the City, such as a contractor, competitor or supplier.

Employees with a potential conflict of interest question should seek advice from their Department Head and the Director of Human Resources if there is any question. Before engaging in any activity,

transaction or relationship that might give rise to a conflict of interest, employees must seek review from the HR Director and final approval by the Mayor or Mayor's designee.

CARE OF CITY PROPERTY

As a City employee, your job requires you to use supplies and usually some type of equipment, all of which are public property. You must be careful about using materials wisely and keeping the equipment in good condition. Carelessness can result in disciplinary action. Discipline records will become a part of your personnel file. You can help keep costs down by treating City property as you would your own. Using city property for personal use in most cases is prohibited. Prior approval by the employee's Director and HR Director is required.

USE OF CITY VEHICLES

If you are assigned the use of a City automobile or equipment, you should operate them with due care and follow all laws and rules of the road.

You should keep vehicles and equipment in a clean and sanitary condition at all times. If you are driving outside the Jonesboro area, you must get permission from your Supervisor before starting the trip. Any problems with your vehicle must be reported to your Supervisor or Department Head for immediate corrective action. The City stresses preventive maintenance, and every operator of City vehicles or equipment is expected to report problems at once.

If you are assigned or use a City vehicle the following rules will apply unless specifically altered or exempted by your Department Head and the Mayor or Mayor's designee.

1. No City vehicle will be allowed to travel outside the city limits of Jonesboro on other than official City business.
2. No City vehicle will be allowed to be used on weekends or any other time, either during or after work, for the purpose of traveling to and from church services or any other personal errands.
3. No employee who lives outside the city limits of Jonesboro will be allowed to take a City vehicle home without permission from the mayor.
4. No City vehicle will be used to transport anyone to or from a secondary job, nor will any City vehicle be used in the performance of a secondary job by any employee without advance written notice from the Department Head.
5. The Jonesboro Police Department (JPD) implemented a vehicle take home policy effective June 1, 2006. The JPD will operate its vehicle fleet in accordance with policy 322 in the JPD Directive Manual.
6. The Jonesboro Fire Department (JFD) implemented a vehicle take home policy effective October 1, 2010. The JFD will operate its vehicle fleet in accordance with Standard Operating Guidelines 112.03 "Take-home vehicles."
7. Certain administrative positions in the city, as determined by the Mayor, may have a take-home vehicle assigned as a fringe benefit of employment the value of such vehicle shall be added to

the employee's annual compensation in accordance with current IRS regulations; withholdings and benefit amounts will be calculated on an annual basis and reflected on the employees W-2.

If you are authorized to operate a City vehicle and you are away from work due to any leave of absence or illness, you should park the vehicle at the appropriate City facility so it may be used for city business. If your position with the city requires you to operate a city vehicle, you must have a valid driver's license. If your driver's license is suspended, then you must notify your supervisor and HR immediately. The City reserves the right to take the appropriate action it deems necessary. Violations of any of the above rules may lead to disciplinary action, up to and including termination.

The City of Jonesboro provides Automatic Vehicle Location (AVL) as an option for all city-owned vehicles, assets, and heavy equipment to better manage these assets and enhance COJ ability to proactively manage vehicles and equipment. AVL utilizes GPS to provide real time and historical location information while telematics provides real time and historical vehicle diagnostic information and data. These devices connect to a vehicle computer that transmits telematics information such as mileage, fuel consumption, and vehicle diagnostics to assist staff with managing vehicles. These AVL devices are utilized to manage and optimize our City's Fleet by providing real-time information to the appropriate staff regarding vehicle maintenance.

AVL devices may be used during your employment to investigative complaints and to ensure compliance and safety. It will only be used for business purposes.

The AVL system will be managed and maintained by the COJ. Department Heads can request access to AVL for managers and supervisors to enable visibility into their individual Departments fleet operations. Employees shall not tamper with, override, or attempt to turn off or disable the telematics devices. Access to view vehicles, assets, or equipment within AVL must be approved by the appropriate Department Head as defined in the department's standard operating procedure. AVL data will be retained for 30 days. Data related to AVL/Telematics monitoring of City vehicles is confidential information and shall not be disclosed or otherwise disseminated to any person or entity outside of the City as required by law or requested by human resources.

TIME OFF TO VOTE

The City of Jonesboro encourages its employees to fulfil their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule or voting by mail. If employees are unable to vote in an election during non-working hours, the City will grant up to one hour paid time off so that employees may vote.

Employees should request time off to vote from their advisor at least [two to five] working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

POLITICAL ACTIVITY

You may not circulate or solicit signatures for any initiative or referendum petition in any City office, during usual City office hours, or while on duty for the City, or while in a City uniform.

You may not use any office or other room furnished at public expense for any political headquarters, or to send out or distribute any letters, pamphlets, or other campaign literature for the election of any public office.

You may not place any campaign banners, cards, or campaign literature on any car, truck, or tractor belonging to the City.

You may not devote any time or labor during the time you are on duty, or while you are in a City uniform, to the campaign of any person for any public office.

INCLEMENT WEATHER

When conditions are hazardous, you should contact your supervisor for instructions. If your department is open for business, you are expected to come to work. If you are unable to get to work due to weather, you must give your Supervisor proper notice. Proper notice means calling either before or no later than 1 hour after the time you are due at work. If you give proper notice, time off will be charged to available vacation time.

The mayor will determine when city offices are open or closed, or open late for inclement weather. If the mayor closes city offices or declares inclement weather, some non-uniform, non-exempt employees will be placed on administrative leave with pay and shall suffer no loss of wages or leave time for that time period. If non-uniform, non-exempt employees are required to work on an inclement weather day, they will receive pay for an equivalent number of hours. Employees already on an extended leave of absence, such as FMLA, sick bank, and unpaid leave, are not eligible for inclement weather pay.

OUTSIDE EMPLOYMENT

You are not encouraged to hold a second job while you are working full-time for the City. Emergencies can happen at any time, and every employee is subject to call. You should get written permission from your Director and Human Resources before taking a second job. Remember, your first obligation is to the City, and any other employment should not interfere.

If you have a second job, it must not interfere with the proper and effective performance of your job with the City. Your outside employment must not adversely affect the image of the City. It must not cause embarrassment or legitimate and reasonable criticism. If you have a second job, it must not be one that may be seen by the public as an official act of the City. Excluding the Fire and Police departments, you may not wear City uniforms or use City equipment on a second job unless approved in writing, in advance, by your Director.

OUTSIDE COMPENSATION

You may not accept any reward, gift, or other form of payment in addition to regular compensation, from any source, for the performance of your duties as a City employee.

DISCIPLINARY ACTION

If your performance, work habits, or actions become unsatisfactory, you may be subject to disciplinary action up to and including termination.

Disciplinary action may be any of the several forms listed below:

1. **Warning:** A warning is an action used to alert you that your performance is not satisfactory or to call attention to your violation of employment rules or regulations. A warning can be verbal or written. Verbal warnings are informal and are usually not documented for the employee's personnel file. A written warning is a more formal notice and placed in your personnel file.
2. **Final Written Warning:** This written notice is the last chance before termination. A final written warning may include demotion or suspension and is placed in your personnel file.
 - a. **Suspension:** Suspension is usually for an employee's seriously unacceptable behavior or performance. You may be suspended with or without pay. A suspension must be in writing, must state the reason for such action, must state the period of time for the suspension, and the date the suspension is to begin, and end must be noted. Suspension with pay is normally used only while your involvement in a serious incident is under investigation.
 - b. **Demotion:** If you have committed an appropriate offense, or if your work record justifies it, you may be demoted. You will be given written notice of such action. A demotion is an action that places you in a position of less responsibility and less pay.
3. **Termination:** This type of disciplinary action is your removal from City employment.

While most situations involving disciplinary action will be dealt with in a progressive fashion, which should allow you to correct your performance; there are some offenses that may result in skipping some or all steps.

For disciplinary action all employees will be notified of the offense and be given an opportunity to respond prior to a final decision. Once the Director or Department Head and Human Resources have reviewed and considered all the facts, then the Director or Department Head will reach a decision. Their decision will be final.



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-26:086

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Finance & Administration Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT RL PERSONS CONSTRUCTION, INC. FOR THE SOUTH CARAWAY ROAD WIDENING PROJECT - JOB NO. 2026:20

WHEREAS, the City of Jonesboro has desires to accept the low bid and enter into a contract for the South Caraway Road Widening project;

WHEREAS, the low bidder and the firm selected for the South Caraway Road Widening project is RL Persons Construction, Inc;

WHEREAS, the funding for the execution of the contract shall come from the Capital Improvement Revenue Bond 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 RL Persons Construction, Inc. for the South Caraway Road Widening project.

Section 2. The funding for the execution of the contract shall come from the Capital Improvement Revenue Bond 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 contract.



Specifications

For

South Caraway Road Widening

(Bid #2026:20)

Jonesboro, Arkansas

City of Jonesboro ■ Engineering Department

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

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I. ADVERTISEMENT FOR BIDS

Sealed bids for the South Caraway Road Widening will be received at the Purchasing Department, Room 414, of the City of Jonesboro City Hall, 300 South Church, Jonesboro, Arkansas until 2:00 P.M. (Local Time) on July 15, 2026 and then publicly opened and read in the Third Floor Conference Room for furnishing all labor, material, and equipment, and performing all work required to widen South Caraway Road. All Submissions shall be annotated on the outside of the envelope with the bid number 2026:20.

The project consists of roadway improvements to widen and overlay South Caraway Road to 3 lanes between Glenn Place and Latourette Drive approximately 2,000 feet and 5 lanes between Latourette Drive and East Parker Road approximately 1,250 feet. The project includes constructing a side path on the west side of South Caraway Road and a sidewalk on the east side of South Caraway Road. The side path on the west side extends from Fox Meadow Lane to East Parker Road approximately 5,400 feet. The sidewalk on the east side of South Caraway Road is contained within the limits of the roadway widening.

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.

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

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.

The City of Jonesboro's Engineering Department is responsible for paying for this ad at a cost of \$_____.

II. INSTRUCTION TO BIDDERS

1. PREPARATION OF BID

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

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

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

Each bid must be submitted in a sealed envelope clearly marked on the outside that it contains a bid for the South Caraway Road Widening, Bid Number 2026:20 and with the hour and date of bid opening shown thereon. The name and address of the Bidder shall appear in the upper left hand corner of the envelope. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope properly addressed as noted in the NOTICE TO CONTRACTORS.

A bid which obviously is unbalanced may be rejected.

2. INTERPRETATIONS AND ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Jonesboro Engineering Department. Any inquiry received up to seven (7) days prior to the opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the contract Documents. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities

involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Plans, Technical Specifications, and other Contract Documents. The Contractor by the execution of the Contract shall not be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing. The Owner will be justified in rejecting any claim based on facts regarding which the contractor should have been on notice as a result thereof.

4. BID GUARANTY

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

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

5. COLLUSION; SUBCONTRACTS

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

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

6. STATEMENT OF BIDDER'S QUALIFICATIONS

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

7. BALANCED BIDS; VARIATIONS IN QUANTITIES

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

The Owner shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

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

8. TIME FOR RECEIVING BIDS

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

9. OPENING OF BIDS

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

10. WITHDRAWAL OF BIDS

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

11. AWARD OF CONTRACT; REJECTION OF BIDS

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

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

12. EXECUTION OF AGREEMENT; PERFORMANCE AND PAYMENT BOND

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

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

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

13. BONDS AND INSURANCE

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

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

14. LEGAL QUALIFICATIONS

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

15. MODIFICATION OF BID

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

III. PROPOSAL

Place Poplar Bluff, mo

Date 7/15/2024

Proposal of RL Persons Construction Inc

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

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

TO: City of Jonesboro

This bid results from your advertisement for bids for the South Caraway Road Widening.

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 five hundred fifty (550) 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):

_____ Dated 7/10/2024

_____ Dated _____

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

LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK

- A. All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount.
- B. Bidders should consult the project manual on how to fill out this form. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.
 - 1. Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:
- C. MECHANICAL (Indicative of HVACR): Name _____
 - 1. License _____
 - 2. Is the amount of work \$50,000 or over: Yes__ No__
- D. PLUMBING: Name _____
 - 1. License _____
 - 2. Is the amount of work \$50,000 or over: Yes__ No__
- E. ELECTRICAL: Name _____
 - 1. License _____
 - 2. Is the amount of work \$50,000 or over: Yes__ No__
- F. ROOFING & SHEETMETAL: Name _____
 - 1. License _____
 - 2. Is the amount of work \$50,000 or over: Yes__ No__

Bidder understands they are obligated to ensure that all subcontractors comply with the terms and conditions of the Plans, Specifications, and other Contract Documents including, but not limited to, completing all work within the time designated in this Proposal.

In the event that one or more of the subcontractors named above refuses or is unable to perform the contract or offered contract, Bidder may substitute another licensed subcontractor after having obtained prior approval from the architect or engineer and the City. The replacement subcontractor must cost the same as the subcontractor submitted on the bid. If the cost of the replacement subcontractor is less than that on the original bid, that savings must be deducted from the total contract and rebated to the City.

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 5% of Bid Amount Dollars (\$ _____), 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.



(Witness)

3025 Cravers Rd
Poplar Bluff, MO 63901

(Address)

RL Persons Construction Inc

(Name of Bidder)

By RL Persons
Randal Persons Pres

(Print Name and Title)

3025 Cravers Rd
Poplar Bluff, mo 63901

(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

ITEM NO.	ARDOT REF	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL COST
1	202	REMOVAL AND DISPOSAL OF CURB AND GUTTER	1746	LIN. FT.	34. ⁷⁵	60,673. ⁵⁰
2	202	REMOVAL AND DISPOSAL OF FENCE	51	LIN. FT.	27. ⁷⁵	1,415. ²⁵
3	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	1489	SQ. YD.	36. ⁰⁰	53,604. ⁰⁰
4	202	REMOVAL AND DISPOSAL OF JUNCTION BOXES	2	EACH	2,100. ⁰⁰	4,200. ⁰⁰
5	202	REMOVAL AND DISPOSAL OF DROP INLETS	7	EACH	1,415. ⁰⁰	9,905. ⁰⁰
6	202	REMOVAL AND DISPOSAL OF PIPE CULVERTS	31	EACH	1,435. ⁰⁰	44,485. ⁰⁰
7	202	REMOVAL AND DISPOSAL OF GUARDRAIL	356	LIN. FT.	31. ²⁵	11,125. ⁰⁰
8	202	REMOVAL AND DISPOSAL OF SIGNS	1	EACH	1,345. ⁰⁰	1,345. ⁰⁰
9	206	FLOWABLE SELECT MATERIAL	95	CU. YD.	335. ⁰⁰	31,825. ⁰⁰
10	SS & 210	UNCLASSIFIED EXCAVATION	2822	CU. YD.	26. ⁵⁰	74,783. ⁰⁰
11	210	COMPACTED EMBANKMENT	12390	CU. YD.	30. ⁵⁰	377,895. ⁰⁰
12	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	4484	TON	41. ⁷⁵	187,207. ⁰⁰
13	SS & 401	TACK COAT	3832	GAL.	6. ²⁵	23,950. ⁰⁰
14	SP, SS, & 406	ACHM BINDER COURSE (PG70-22)(1")	2296	TON	120. ⁰⁰	275,520. ⁰⁰
15	SP, SS, & 407	ACHM SURFACE COURSE (PG70-22)(1/2")	4124	TON	122. ⁰⁰	503,128. ⁰⁰
16	412	COLD MILLING ASPHALT PAVEMENT	1603	SQ. YD.	25. ⁰⁰	40,075. ⁰⁰
17	SS & 505	PORTLAND CEMENT CONCRETE DRIVEWAY	3044	SQ. YD.	89. ⁷⁰	273,046. ⁸⁰
18	601	MOBILIZATION	1.00	LUMP SUM	235,000. ⁰⁰	235,000. ⁰⁰
19	SS & 603	MAINTENANCE OF TRAFFIC	1.00	LUMP SUM	250,986. ²⁰	250,986. ²⁰
20	SS & 604	SIGNS	486	SQ. FT.	15. ⁰⁰	7,290. ⁰⁰

IV. UNIT PRICE SCHEDULE

21	SS & 604	BARRICADES	136	LIN. FT.	31. ⁰⁰	4,216. ⁰⁰
22	SS & 604	TRAFFIC DRUMS	133	EACH	84. ⁵⁰	11,238. ⁵⁰
23	SS & 604	TRAFFIC CONE	176	EACH	41. ²⁵	7,240. ⁰⁰
24	604	CONSTRUCTION PAVEMENT MARKINGS	28840	LIN. FT.	0. ⁴⁰	11,536. ⁰⁰
25	604	REMOVAL OF CONSTRUCTION PAVEMENT MARKINGS	14000	LIN. FT.	0. ³⁰	4,200. ⁰⁰
26	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS	13180	LIN. FT.	0. ³⁰	3,954. ⁰⁰
27	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS (WORDS)	1	EACH	250. ⁰⁰	250. ⁰⁰
28	604	REMOVAL OF PERMANENT PAVEMENT MARKINGS (ARROWS)	1	EACH	250. ⁰⁰	250. ⁰⁰
29	SP, SS, & 604	PORTABLE CHANGEABLE MESSAGE SIGN	14	WEEK	395. ⁰⁰	5,530. ⁰⁰
30	SS & 604	VERTICAL PANELS	73	EACH	91. ⁰⁰	6,643. ⁰⁰
31	SS & 605	CONCRETE DITCH PAVING (TYPE B)	33	SQ. YD.	297. ⁰⁰	9,801. ⁰⁰
32	SS & 606	18" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	2063	LIN. FT.	155. ⁰⁰	319,745. ⁰⁰
33	SS & 606	24" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	645	LIN. FT.	180. ⁰⁰	116,100. ⁰⁰
34	SS & 606	30" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	751	LIN. FT.	202. ⁰⁰	151,702. ⁰⁰
35	SS & 606	36" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	50	LIN. FT.	270. ⁰⁰	13,500. ⁰⁰
36	SS & 606	42" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	437	LIN. FT.	315. ⁰⁰	137,655. ⁰⁰
37	SS & 606	48" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	391	LIN. FT.	325. ⁰⁰	127,075. ⁰⁰
38	SS & 606	54" REINFORCED CONCRETE PIPE CULVERTS (CLASS III)	299	LIN. FT.	400. ⁰⁰	119,600. ⁰⁰
39	SS & 606	18" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	14	EACH	1,475. ⁰⁰	20,650. ⁰⁰
40	SS & 606	24" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	4	EACH	1,700. ⁰⁰	6,800. ⁰⁰
41	SS & 606	30" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	3	EACH	2,100. ⁰⁰	6,300. ⁰⁰
42	SS & 606	36" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	2,400. ⁰⁰	2,400. ⁰⁰

IV. UNIT PRICE SCHEDULE

43	SS & 606	42" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	3,250. ⁰⁰	3,250. ⁰⁰
44	SS & 606	48" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	4,015. ⁰⁰	4,015. ⁰⁰
45	SS & 606	54" FLARED END SECTIONS FOR REINFORCED CONCRETE PIPE CULVERTS	1	EACH	4,275. ⁰⁰	4,275. ⁰⁰
46	SS & 609	CURB INLET TYPE "A"	51	EACH	7,425. ⁰⁰	378,475. ⁰⁰
47	SS & 609	LIGHT DUTY JUNCTION BOX	5	EACH	5,745. ⁰⁰	28,725. ⁰⁰
48	SS & 609	HEAVY DUTY GRATE INLET	1	EACH	8,250. ⁰⁰	8,250. ⁰⁰
49	SS & 609	DROP INLET EXTENSIONS (4')	24	EACH	1,025. ⁰⁰	24,600. ⁰⁰
50	SS & 609	LIGHT DUTY GRATE INLET	1	EACH	8,250. ⁰⁰	8,250. ⁰⁰
51	610	STRUCTURES ADJUSTED TO GRADE	1	EACH	5,550. ⁰⁰	5,550. ⁰⁰
52	620	LIME	2	TON	155. ⁰⁰	310. ⁰⁰
53	620	SEEDING	1.16	ACRE	2,095. ⁰⁰	2,430. ²⁰
54	SS & 620	MULCH COVER	3.42	ACRE	1,550. ⁰⁰	5,301. ⁰⁰
55	620	WATER	257	M. GAL.	12. ⁵⁰	3,212. ⁵⁰
56	621	TEMPORARY SEEDING	2.26	ACRE	1,165. ⁰⁰	2,632. ⁹⁰
57	621	SILT FENCE	8180	LIN. FT.	4. ²⁰	34,356. ⁰⁰
58	621	SAND BAG DITCH CHECKS	165	BAG	14. ⁵⁰	2,392. ⁵⁰
59	621	SEDIMENT REMOVAL AND DISPOSAL	392	CU. YD.	57. ⁵⁵	22,559. ⁶⁰
60	SS & 621	FILTER SOCK (12")	2019	LIN. FT.	10. ⁵⁰	21,199. ⁵⁰
61	624	SOLID SODDING	7363	SQ. YD.	5. ⁵⁵	40,864. ⁶⁵
62	SS & 633	CONCRETE WALKS	7346	SQ. YD.	60. ⁶⁵	445,534. ⁹⁰
63	SS & 634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A) (1' 6")	7112	LIN. FT.	42. ⁰⁰	298,704. ⁰⁰

IV. UNIT PRICE SCHEDULE

64	635	ROADWAY CONSTRUCTION CONTROL	1.00	LUMP SUM	27,500.00	27,500.00
65	637	MAILBOXES	19	EACH	186.00	3,534.00
66	SS & 637	MAILBOX SUPPORTS (SINGLE)	19	EACH	186.00	3,534.00
67	640	MODIFYING DROP INLETS	1	EACH	2,600.00	2,600.00
68	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	800	LIN. FT.	2.50	2,000.00
69	719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	160	LIN. FT.	22.50	3,600.00
70	719	THERMOPLASTIC PAVEMENT MARKING WHITE (24")	400	LIN. FT.	29.75	11,900.00
71	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	8620	LIN. FT.	1.90	16,378.00
72	719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	1	EACH	435.00	435.00
73	719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	1	EACH	400.00	400.00
74	SS & 726	STANDARD SIGN	140	SQ. FT.	37.15	5,201.00
75	SS & 729	CHANNEL POST SIGN SUPPORT (TYPE A)	9	EACH	115.00	1,035.00
76	816	FILTER BLANKET	25	SQ. YD.	18.50	462.50
77	816	DUMPED RIPRAP	13	CU. YD.	89.00	1,157.00
78	SS & 802	CLASS S CONCRETE-ROADWAY	9.78	CU. YD.	1,325.00	12,958.50
79	SS & 804	REINFORCING STEEL-ROADWAY (GRADE 60)	1560	POUND	1.80	2,808.00
5' CHAIN LINK FENCE ALTERNATE - BID ONE ITEM ONLY						
80	SS & 619	5' STEEL CHAIN LINK FENCE	160	LIN. FT.	49.50	7,920.00
81	SS & 619	5' ALUMINUM CHAIN LINK FENCE	160	LIN. FT.		
TOTAL BASE BID			5,002,595.00			

TOTAL BASE BID WRITTEN IN WORDS: Five Million Two Thousand Five Hundred Ninety Five Dollars and zero cents

IV. UNIT PRICE SCHEDULE

DEDUCTIVE ALTERNATE

ITEM NO.	ARDOT REF	DESCRIPTION	QTY.		UNIT	UNIT PRICE	TOTAL COST
			DEDUCT	ADD			
1	210	COMPACTED EMBANKMENT - ADD		646	CU. YD.	35.50	22,933.00
2	SS & 633	CONCRETE WALKS - DEDUCT	1530		SQ. YD.	55.00	(84,150.00)
TOTAL DEDUCTION			(61,217.00)				

NOTE: UNIT BID PRICES OF ITEMS IN DEDUCTIVE ALTERNATE SHALL MATCH PRICES IN THE BASE BID.

TOTAL DEDUCTION WRITTEN IN WORDS: Negative Sixty One Thousand Two Hundred Seventeen
Dollars and zero Cents

V. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, RL Persons Construction Inc., as PRINCIPAL, and

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

City of Jonesboro, hereinafter called the OWNER in the penal sum of _____

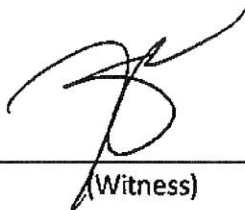
FIVE PERCENT OF TOTAL AMOUNT BID

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted the accompanying Proposal, dated July 15, 2026, for the South Caraway Road Widening.

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

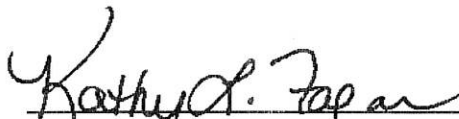
IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several seals this 1st day of July, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.



(Witness)

PO Box 3938, Poplar Bluff, MO 63902





Kathy L. Fagan, Witness

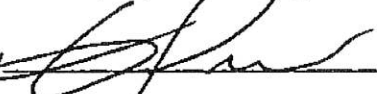
RL Persons Construction Inc.
(Principal)

By 

Pres.
(Title)

PO Box 3938, Poplar Bluff, MO 63901
(Address)

Harco National Insurance Company
(Corporate Surety)

By 

Casey M. Parisoff, Attorney-in-Fact

4200 Six Forks Road, Raleigh, NC 27609
(Address)

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

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # BID BOND

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CASEY PARISOFF, KATHY L. FAGAN

St. Louis, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this 31st day of December, 2025



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 15, 2026

A02769

Irene Martins, Assistant Secretary

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.
Re Persons Construction Inc
2. Permanent main office address.
2025 Crawfords Rd, Appleton Bluffs, MO 63901
3. When organized.
7/23/1990
4. If a corporation, where incorporated.
Missouri
5. How many years have been engaged in the contracting business under your present firm or trade name? *36*
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). *Please see attached*
7. General character of work performed by your company.
Heavy Civil, Commercial, Industrial
8. Have you ever failed to complete any work awarded to you?
NO
9. Have you ever defaulted on a Contract?
NO
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board?
NO
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
Please see attached
12. List your major equipment available for this Contract.
Any equipment needed to complete contract.
13. Experience in construction work similar in importance to this project.
Please see attached
14. Background and experience of the principal members of your organization, including the officers. *Please see attached*
15. Credit available: \$ *1,235,000*

16. Give Bank reference: Jeep McLane First Midwest Bank 573-785-8461
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.

Dated at Peplar Bluff, Mo this 15th
day of July, 2026.

RL Persons Construction Inc
(Name of Bidder)

By [Signature]

Title Pres

STATE OF Missouri)
) SS.
COUNTY OF Butler)

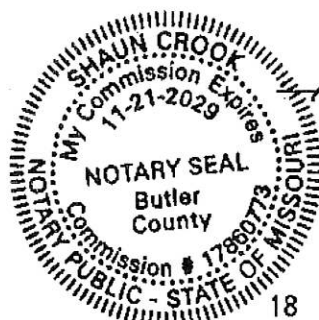
Randy Persons being duly sworn deposes and says that
he is President of RL Persons Construction Inc
(Name of Organization)

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

SUBSCRIBED AND SWORN TO BEFORE ME this 15th day of July, 2026.

My Commission Expires:

11-21-2029



R.L. Persons Construction Inc
Projects in Progress

110713-Drainage Ditch & Sugar Creek

Owner: ARDOT
Contact: ARDOT
Will Harris
2320 W. Union Ave,
Wynne, AR 72396
870-238-3738
Contract Amount: \$ 5,298,999.00
Percent Complete: 80%
Contracted Comp Date: 7/31/2026

Bernie Water System Improvements

Owner: City of Bernie
Contact: Smith & Company
Greg Bell
901 Vine Street
Poplar Bluff, MO 63902
573-785-9621
Contract Amount: \$ 7,719,618.00
Percent Complete: 70%
Contracted Comp Date: 10/31/2026

Hayti Water Improvements

Owner: City of Hayti
Contact: Heartland Engineering
Bob Summers
891 Mockingbird Lane
Poplar Bluff, MO 63901
573-718-4627
Contract Amount: \$ 3,999,020.00
Percent Complete: 85%
Contracted Comp Date: 8/31/2026

Hayti Wastewater Treatment

Owner: City of Hayti
Contact: Horner & Shirfin
Daniel Kingree
4061 Hwy PP #1
Poplar Bluff, MO 63901
573-727-9666
Contract Amount: \$ 8,308,140.00
Percent Complete: 75%
Contracted Comp Date: 10/27/2026

Wayne County PWSD #3 Water System Improvements

Owner: PWSD #3
Contact: Smith & Company
Mark Webb
901 Vine Street
Poplar Bluff, MO 63902
573-785-9621
Contract Amount: \$ 4,180,225.00
Percent Complete: 85%
Contracted Comp Date: 9/30/2026

Eminence Fire Station

Owner: City of Eminence
Contact: Smith & Company Engineers
Justin Roberts
901 Vine Street
Poplar Bluff, MO 63902
573-785-9621
Contract Amount: \$ 1,161,203.00
Percent Complete: 85%
Contracted Comp Date: 7/20/2026

Wayne Butler Co Waterline Replacement

Owner: PWSD #3
Contact: Waters Engineering
John Chittenden
PO Box 567
Sikeston, MO 63801
573-471-5680
Contract Amount: \$ 694,535.00
Percent Complete: 85%
Contracted Comp Date: 7/30/2026

Sharp County Airport Taxiway Phase 5

Owner: Sharp County Regional Airport
Contact: McClelland Engineering
Alex Smith
7302 Kanis Road
Little Rock, AR 72204
501-371-0272
Contract Amount: \$ 1,946,548.65
Percent Complete: 85%
Contracted Comp Date: 7/31/2026

R.L. Persons Construction Inc
Projects In Progress

JSE0150 Route Y Scott County Roudabout

Owner: MODOT
Contact: MODOT
Kevin Plot
198 State Hwy Y
Jackson, MO 63755
573-243-0899
Contract Amount: \$ 2,339,999.00
Percent Complete: 60%
Contracted Comp Date: 9/1/2026

National Park Service Round Spring Project

Owner: National Park Service
Contact: John Cecil Construction
Mike
1011 Old Chillicothe Road, SE
Washington Court House, OH 43160
740-606-1787
Contract Amount: \$ 1,449,995.00
Percent Complete: 0%
Contracted Comp Date: 9/30/2026

PB VA Fire Main & Water Storage

Owner: Departement of Veterans Affairs
Contact: Fox-ESA JV, LLC.
8685 N. Palafox ST.
Pensacola, FL 32534
Contract Amount: \$ 8,762,607.43
Percent Complete: 5%
Contracted Comp Date: 2/28/2028

R.L. Persons Construction Inc

Projects Completed

Essex Water System Improvements

Owner: City of Essex
Contact: Greg Bell
Smith & Co. Engineers
901 Vine St
Poplar Bluff, MO 63901
(573) 785-9621

Contract Amount: \$1,926,539.85
Completion 8/1/2018

100839-Ditch No 43 Str & Apprs

Owner: ARDOT
Contact: ARDOT
Bob Reddell
1169 S Highway 119
Osceola, AR 72370
870-563-3463

Contract Amount: \$ 523,000.00
Completion 9/30/2019

Orscheln-Dexter

Owner: Orscheln
Contact: Orscheln
1313 Riley Industrial Dr.
Moberly, MO. 65270

Contract Amount: \$ 1,602,119.73
Completion 8/1/2019

Kennett 5th Street Sewer Repair

Owner: City of Kennett
Contact: City of Kennett
Jeff Clark
Water & Sewer Dept
Kennett, MO
573-888-5366

Contract Amount: \$ 588,231.00

New Madrid Water Treatment Plant

Owner: City of New Madrid
Contact: Smith & Company
Billy Cobb
Poplar Bluff, MO
(573) 785-9621

Contract Amount: \$ 2,360,480.00
Completion 10/1/2018

Crittenden County Box Culvert

Owner: AHTD
Contact: Crisp Contractors
Nick Haynes
1598 E. Thompson
West Memphis, AR
(870) 735-7353

Contract Amount: \$ 643,272.50
Completion 8/1/2018

Osceola Waste Water Treatment Plant

Owner: City of Osceola
Contact: McClelland Engineers
Adam Triche
7302 Kanis Road
Little Rock, AR 72204
501-371-0272

Contract Amount: \$ 1,620,772.00
Completion 10/31/2019

Henson Transfer Station

Owner: Henson Trash Service
Contact: Henson Trash Service
Chad Henson
Rt. 4 Box 1018
Piedmont, MO 63957

Contract Amount: \$ 555,950.00

R.L. Persons Construction Inc

Projects Completed

Completion	8/31/2019	Completion	12/31/2019
11th Street		Butler County Hwy Dept Shed Roof	
Owner:	City of Poplar Bluff	Owner:	Butler County
Contact:	Smith & Co. Engineers Billy Cobb 901 Vine St Poplar Bluff, MO 63901 (573) 785-9621	Contact:	Butler County Robbie Moore 100 N. Main Street Poplar Bluff, MO 63901 573-686-8075
Contract Amount:	\$332,264.38	Contract Amount:	\$44,659.00
Completion	11/25/2019	Completion	12/26/2019
Turkey Creek Sanitary Sewer		050325-Little Brushy Creek Str & Apprs.	
Owner:	Taney County Regional Sewer District	Owner:	ARDOT
Contact:	Great River Engineering Tim Schoenhoff Springfield, MO 417-886-7171	Contact:	ARDOT Kenny Bowren P.O. Box 2073 Batesville, AR 72503 870-251-1850
Contract Amount:	\$ 995,999.00	Contract Amount:	\$ 1,910,640.00
Completion	10/12/2020	Completion	1/2/2022
Searcy Country Club Road		100870-Hwy. 34 Marmaduke Box Culvert	
Owner:	City of Searcy	Owner:	ARDOT
Contact:	ETC Engineers Shawkat Ali 1510 S. Broadway Little Rock, AR 72202 501-375-1786	Contact:	West Plains Bridge & Grading Jason House 1620 Woodson Road St. Louis, MO 63114 314-524-7223
Contract Amount:	\$ 1,997,500.00	Contract Amount:	\$ 220,183.85
Completion	2/26/2021	Completion	10/1/2020
Mississippi County Landfill		110653-Hwy. 118 West Memphis	
Owner:	Mississippi County	Owner:	ARDOT
Contact:	FTN Associates Jason Ghidotti 3 Innwood Circle, Suite 220 Little Rock, AR 72211 501-225-7779	Contact:	ARDOT Donnie Henson West Memphis 870-735-2466
Contract Amount:	\$ 2,287,500.00	Contract Amount:	\$ 1,119,999.00
Completion	3/15/2021	Completion	10/1/2021
Camdenton Airport Utilities		Hannibal Palmyra Road Sidewalks Improvements Ph II	
Owner:	Camdenton Airport	Owner:	City of Hannibal
Contact:	Phillips Hardy Phil Raines 573-808-7604	Contact:	Kurt Kutter Cochran Engineering 8 East Main Street Wentzville, MO 63385 636-332-4574
Contract Amount:	\$ 316,663.00	Contract Amount:	\$ 359,999.00
Completion	1/1/2021	Completion	5/31/2021
Calico Rock Airport Entrance Road		Butler County Levee	

R.L. Persons Construction Inc

Projects Completed

Owner: Izard County Aiport Commission
Contact: Grimes Engineers
 Dan Clinton
 2800 Cantrell Road, Suite 101
 Little Rock, AR 72202
 501-668-1500

Contract Amount: \$ 96,999.00
Completion 9/29/2021

Sharp Co Regional Airport

Owner: Sharp County Regional Aiport
Contact: McClelland Engineering

 7302 Kanis Road
 Little Rock, AR 72204
 501-371-0272

Contract Amount: \$ 877,823.00
Completion 10/31/2022

Jonesboro WWTP Force Main

Owner: City of Jonesboro, AR
Contact: Vanhorn Construction, Inc
 Tripp Croom
 790 Tyler Road
 Russellville, AR 72802

Contract Amount: \$ 815,000.00
Completion 8/23/2024

R60140-Hot Springs Box Culverts

Owner: ARDOT
Contact: McGeorge Contracting
 Chuck Jones
 P.O. Box 408
 Sweet Home, AR 72164
 501-490-6083

Contract Amount: \$ 5,337,427.72
Completion 6/30/2022

New Madrid Airport T-Hangar Taxilanes

Owner: New Madrid County
Contact: Ryan Lorton
 Burns & McDonnell
 425 Couth Woods Mill Rd, Suite 300
 Chesterfield, MO 63017
 314-682-1500

Contract Amount: \$ 460,225.00

Owner: Butler County Drainage District No. 7
Contact: Mathis & Associates

 114 N. Broadway
 Poplar Bluff, MO 63901
 573-785-4202

Contract Amount: \$ 362,673.00
Completion 11/14/2022

Stoddard County Sewer

Owner: Stoddard County Sewer Dristict No. 1
Contact: Smith & Company
 Greg Bell
 901 Vine Street
 Poplar Bluff, MO 63901
 573-785-9621

Contract Amount: \$ 418,999.00
Completion 6/30/2022

Warrenton Rte 47 Sidewalks

Owner: City of Warrenton
Contact: CMT
 Bradley Spanberger
 One Memroial Drive, Suite 500
 St. Louis, MO 63102
 314-571-9108

Contract Amount: \$ 1,699,999.00
Completion 10/20/2022

GF0270-McCallie Boat Ramps & Parking Lots

Owner: ARDOT
Contact: ARDOT

 P.O. Box 40
 McGehee
 870-222-5104

Contract Amount: \$ 1,230,500.00
Completion 8/14/2022

Neelyville Wastewater Treatment

Owner: City of Neelyville
Contact: Horner & Shifrin, Inc.
 Bobby Summers
 4061 Hwy PP #1
 Poplar Bluff, MO 63901
 573-727-9666

Contract Amount: \$ 933,999.00

R.L. Persons Construction Inc

Projects Completed

Completion 1/5/2022

J913858-Route I-55 Pemiscot County

Owner: MODOT
Contact: MODOT
 Tracee Stotts
 282 CR 523
 Poplar Bluff, MO 63901
 (573) 840-9781

Contract Amount: \$ 543,747.36
Completion 12/12/2022

Henson Trash Shop Building

Owner: Henson Trash Service
Contact: Henson Trash Service
 Chad Henson
 Rt. 4 Box 1018
 Piedmont, MO 63957

Contract Amount: \$ 83,500.00
Completion 5/31/2022

PBHS Concession Stand Piping

Owner: Poplar Bluff Schools
Contact: CE Norton Construction & Plumbing
 Ed Norton
 1149 County Rd. 442
 Poplar Bluff, MO 63901
 573-785-7993

Contract Amount: \$ 21,704.00
Completion 12/31/2022

Doniphan Ball Park Road

Owner: City of Doniphan
Contact: Mayor

 110 N. Grand Avenue
 Doniphan, MO 63935
 (573) 996-2623

Contract Amount: \$ 747,999.00
Completion 8/31/2023

100878-Hwy. 49 & Hwy 34 Roudabout

Owner: ARDOT
Contact: ARDOT
 Ryan Blankenship
 PO Box 787
 Paragould, AR 72451
 870-236-6307

Contract Amount: \$ 1,714,999.00
Completion 12/1/2023

Completion 6/30/2022

True Manuf. Earthwork

Owner: True Manufacturing
Contact: Demien Construction
 Mike McNamee
 PO Box 338
 Wentzville, MO 63385
 636-332-5500

Contract Amount: \$ 1,019,620.82
Completion 9/20/2022

Henson Fire Damage Repair

Owner: Henson Trash Service
Contact: Henson Trash Service
 Chad Henson
 Rt. 4 Box 1018
 Piedmont, MO 63957

Contract Amount: \$ 730,808.00
Completion 10/31/2022

PBJH Activity Center

Owner: Poplar Bluff Schools
Contact: CE Norton Construction & Plumbing
 Ed Norton
 1149 County Rd. 442
 Poplar Bluff, MO 63901
 573-785-7993

Contract Amount: \$ 379,300.00
Completion 2/15/2023

J9P3749-Route 142 Box Culvert

Owner: MODOT
Contact: MODOT
 Donald Hills
 282 CR 523
 Poplar Bluff, MO 63901
 (573) 840-9781

Contract Amount: \$ 889,999.00
Completion 10/31/2023

100941-Piggott Intersection Improvements

Owner: ARDOT
Contact: ARDOT
 Ryan Blankenship
 PO Box 787
 Paragould, AR 72451
 870-236-6307

Contract Amount: \$ 3,829,999.00
Completion 12/17/2023

R.L. Persons Construction Inc

Projects Completed

Ridgecrest Force Main Extension

Owner: Jonesboro City Water & Light
Contact: Jonesboro City Water & Light
Terry Williams
PO Box 1289
Jonesboro, AR 72403
870-935-5581

Contract Amount: \$ 241,432.00
Completion 6/1/2023

West Plains-St. Louis Street

Owner: City of West Plains
Contact: 900 FCC Plaza
Kennett, MO 63857

Contract Amount: \$ 99,999.00
Completion 4/26/2024

Williamsville-Wayne Co Nutrition Center

Owner: City of Williamsville & Wayne Co Nutrition
Contact: East Main Street
Williamsville, MO 63967

Contract Amount: \$ 164,400.00
Completion 8/31/2024

Wayne & Butler Co PWSD #4

Owner: PWSSD #4 of Wayne & Butler County
Contact: Waters Engineering
John Chittenden
PO Box 567
Sikeston, MO 63801
573-471-5680

Contract Amount: \$ 1,510,584.00
Completion 3/5/2024

Searcy 2024 Pedestrian Improvements

Owner: City of Searcy
Contact: Davidson Engineering
Bear Davidson
210 West Arch Ave, Suite D
Searcy, AR 72143
501-388-2178

Contract Amount: \$ 764,000.00

TRC Drainage Improvements

Owner: TRC
Contact: Billy Cobb
901 Vine Street
Poplar Bluff, MO 63902
573-785-9621

Contract Amount: \$ 776,734.00
Completion 5/8/2024

Pemiscot Co Port Metal Building

Owner: FCC Behavioral Health
Contact: 2353 North State Hwy D
Hayti, MO 63851

Contract Amount: \$ 238,267.00
Completion 5/31/2024

Gideon Fire Station

Owner: City of Gideon
Contact: Mayor
109 N Main Street
Gideon, MO 63848
(573) 448-3500

Contract Amount: \$ 562,900.00
Completion 6-31-2024

101001-Hwy 120 Luxora Box Clvt

Owner: ARDOT
Contact: ARDOT
Bob Reddell
1169 S Hwy 119
Osceola, AR 72370
870-563-3463

Contract Amount: \$ 3,509,386.60
Completion 8/1/2024

Carter County Nutritional Center

Owner: Carter County
Contact: Judge
116 Ball Park Road
Van Buren, MO 63965
(573) 323-4513

Contract Amount: \$ 305,773.00

R.L. Persons Construction Inc

Projects Completed

Completion 11/1/2024

J9P3733-Various Routes Islands

Owner: MODOT
Contact: MODOT
Donald Hills
282 CR 523
Poplar Bluff, MO 63901
(573) 840-9781

Contract Amount: \$ 484,999.00
Completion 9/30/2024

FCC Poplar Bluff

Owner: FCC Behavioral Health
Contact: Noble Shaver

900 FCC Plaza
Kennett, MO 63857

Contract Amount: \$ 2,279,000.00
Completion 10/31/2024

Mers Goodwill Pipe Repair

Owner: Mers Goodwill
Contact: Benjamin Kuenzel
1351 Jefferson Street, Suite 301
Washington, MO 63090
636-432-2144

Contract Amount: \$ 43,687.50

Completion 7/31/2024

Jonesboro WWTP Site Piping

Owner: Jonesboro Westside WWTP
Contact: Van Horn Construction Inc
Tripp Croom
790 Tyler Road
Russellville, AR 72802
479-968-2514

Contract Amount: \$ 7,450,000.00
Completion 8/23/2024

Montauk Valve Replacement

Owner: Missouri Department of Conservation
Contact: Timothy Anderson
2901 West Truman Blvd
Jefferson City, MO 65102
573-751-4115

Contract Amount: \$ 223,999.00
Completion 8/1/2024

Briggs Dock

Owner: Mid South Investments
Contact: Mid South Investments
Rick Allison
4403 Hwy PP
Poplar Bluff, MO 63901

Contract Amount: \$ 263,274.00



RL PERSONS CONSTRUCTION INC
HEAVY CIVIL - COMMERCIAL - INDUSTRIAL

Principal Office: 3025 Cravens Road, Poplar Bluff, MO. 63901

Mailing Address: PO Box 3938, Poplar Bluff, MO. 63902

Web Site: www.rlpersons.com

Email: admin@rlpersons.com

Business Type: General Contractor

34 years as a Contractor

34 years under present business name

Date of Incorporation: July 23, 1990

State of Incorporation: Missouri

President: Randal L. Persons, 100 % Owner

Sr. Vice President: Kevin B. Hoggard

EVP/Sec/COO: Kris Powell

EVP/Treas/CFO: RaElla Ellis

Vice President: Jeff Alford

Licensing: Missouri, Arkansas, Tennessee, Kentucky, Illinois, Kansas

Bonding Agent:

Powers Insurance & Risk Management

6825 Clayton Ave, Suite 200

St. Louis, MO 63139

800-948-5100 (Kathy Fagan)

Bonding Company:

HARCO Insurance Services Inc.

10777 Northwest Freeway, Suite 700

Houston, TX 77092

Banking Reference:

First Midwest Bank of The Ozarks - Attn: Joey McLane or Debbie Shelton

704 North Westwood

Poplar Bluff, MO 63901

573-785-8461

Trade References:

HD SUPPLY WATERWORKS, LTD.

PO BOX 503660

ST. LOUIS, MO 63150

Contact: Mark Schmittgens 800-851-3108

AMERLAN ELECTRIC CONTRACTORS LLC

RT 1 BOX 1760

PIEDMONT, MO 63957

Contact: Craig Amerlan 573-429-4701 cell

BAUGHN PAINTING

196 HAZY RD

POPLAR BLUFF, MO 63901

Contact: Gary Baughn 573-718-3571

**R.L. Persons Construction, Inc.
Key Personnel**

Randal Persons	President and Chief Executive Officer - Thirty-Nine years of experience in project estimating and successful management of various general, heavy civil & commercial projects. Responsible for oversight of corporation and executive level project management.
Kevin Hoggard	Senior Vice President - Thirty-Two years experience in commercial estimating & successful management of various general & commercial projects. Responsible for building/water & sewer project management and estimating.
RaElla Ellis	Executive Vice President/Treasurer/Chief Financial Officer - Thirty-Two years experience in accounting and responsible for accounting, financial reporting, cash flow, and management of office personnel.
Kris Powell	Executive Vice President/Secretary/Chief Operating Officer - Twenty-Five years experience in project estimating, management, accounting, and business management. Responsible for heavy civil project management, estimating, contract admin., and assist with accounting.
Jeff Alford	Vice President -Nineteen years experience in project estimating, project management, Responsible for heavy civil project management & estimating.
Brian Miller	Thirty years experience in superintendence of commercial & heavy civil projects. Responsible for concrete project superintendence.
Marty McClure	Thirty years of experience in erection of pre engineered buildings. Responsible for building construction superintendence.
Mike Bradley	Thirty-One years of experience in various stages of water and sewer plant construction and line installation. Responsible for water & sewer project superintendence. Certified COE QCM, Certified SWPPP inspector
Neal Chilton	Thirty-One years experience in carpentry, concrete, and safety - Certified OSHA trainer, Certified Flagger Trainer, Certified First Aid/CPR Trainer

VII. CONTRACT

THIS AGREEMENT made this ____ day of _____, 20____, by and
between RL Persons Construction, Inc.

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

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 South Caraway Road Widening, in strict accordance with the Contract Documents, including all Addenda thereto

Addendum #1 dated July 10, 2026
____ 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 five hundred fifty (550) 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) | f. General Conditions |
| b. Addenda | g. Supplemental General Conditions |
| c. Advertisement for Bids | h. Special Conditions |
| d. Instructions to Bidders | i. Technical Specifications including
Special Provisions |
| e. Proposal | 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 South Caraway Road Widening.

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) and Property Damage	- \$1,000,000/occurrence - \$2,000,000/aggregate
(4) Builder's Risk	- Insurable Portion

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

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

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

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

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

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

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

GC.9 FITTING AND COORDINATION OF THE WORK

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

GC.10 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

GC.11 PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

PAYMENT TO CONTRACTORS 2026 SCHEDULE - CONTRACTED PROJECTS	
Deadline for Invoice Submittal to Engineering	City of Jonesboro Payment Schedule
Monday, December 29, 2025	Thursday, January 8, 2026
Friday, January 30, 2026	Monday, February 9, 2026
Friday, February 27, 2026	Monday, March 9, 2026
Monday, March 30, 2026	Wednesday, April 8, 2026
Tuesday, April 28, 2026	Friday, May 8, 2026
Friday, May 29, 2026	Monday, June 8, 2026
Monday, June 29, 2026	Wednesday, July 8, 2026
Friday, July 31, 2026	Monday, August 10, 2026
Monday, August 31, 2026	Tuesday, September 8, 2026
Monday, September 28, 2026	Thursday, October 8, 2026
Friday, October 30, 2026	Monday, November 9, 2026
Monday, November 30, 2026	Tuesday, December 8, 2026

GC.12 USE OF COMPLETED PORTIONS

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

GC.13 CHANGES IN THE WORK

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

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

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

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

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

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

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

Each Change Order shall include in its final form:

- (1) A detailed description of the change in the work.

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

GC.14 CLAIMS FOR EXTRA COST

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

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

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

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

GC.15 OWNER'S RIGHT TO TERMINATE CONTRACT

Termination for Cause

If the Contractor shall be adjudged as bankrupt or shall file a petition for an arrangement or reorganization under the Bankruptcy Act, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except under conditions where extension of time is approved, to supply adequate workmen, equipment and material, or disregard laws, ordinances, or the instructions of the Engineer, or otherwise be guilty of a violation of any provisions of the Contract; provided further that if the Contractor at any time fails to comply with any applicable Federal or State

regulation which prevents either the Local Public Agency or the Contractor from fulfilling its obligations under these Contract Documents, then the Owner upon certification of the Engineer that sufficient cause exists to justify such action may, without prejudice to any other right or remedy, and after giving the Contractor ten (10) days' written notice, terminate the employment of the Contractor.

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

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

Termination for Convenience

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

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

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

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

GC.16 SUSPENSION OF WORK

Should contingencies arise to make such action necessary, the Owner shall have the right to suspend

the whole or any part of the work for a period not to exceed sixty (60) days by giving the Contractor notice in writing three (3) days prior to the suspension.

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

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

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

GC.17 DELAYS - EXTENSION OF TIME - LIQUIDATED DAMAGES

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

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

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

- (1) To any acts of the Government, including controls or restrictions upon requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

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

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

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

GC.18 DISPUTES

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

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

If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow

the dispute to delay the work, but shall notify the Local Public Agency promptly that he is proceeding with the work under protest, and he may then except the matter in question from the final release.

GC.19 ASSIGNMENT OR NOVATION

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

GC.20 TECHNICAL SPECIFICATIONS AND DRAWINGS

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

GC.21 SHOP DRAWINGS

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

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

relieved of the responsibility for executing the work in accordance with the Contract even though the Drawings have been reviewed.

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

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

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

GC.23 REQUESTS FOR SUPPLEMENTARY INFORMATION

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

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

If the Plans, Specifications, or Contract Documents, laws, ordinances or applicable rules and regulations permit the Contractor to furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, he shall make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for in the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the

same functions as that specified; the use of such substitute will not require revisions of related work. No substitute shall be ordered or installed without the written approval of the Engineer who will be the judge of equality and may require the Contractor to furnish such other data regarding the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as the Owner may require which shall be furnished at Contractor's expense.

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

GC.24 SAMPLES, CERTIFICATES, AND TESTS

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

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

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

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

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

GC.25 PERMITS AND CODES

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

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

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

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

GC.26 CARE OF WORK

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any injury, including death, to any person, and for any damage to property which may result from their failure, or from their improper construction, maintenance, or

operation. He shall indemnify and save harmless the Local Public Agency and the Engineer and their employees and agents, against any judgement with costs, which may be obtained as a result of such injury or property damage, because of the alleged liability of the Local Public Agency or of the Engineer.

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

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

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

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

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

GC.27 QUALITY OF WORK AND PROPERTY

All property, materials, and equipment shall be new and free of defects upon completion of the Contractor's performance and, unless different standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All of the Contractor's work shall be performed with the highest degree of skill and completed free of defects and in accordance with the Contract Documents. Any work, property, materials, or equipment not in

conformance with these standards shall be considered defective. If any work, property, materials or equipment is discovered to have been defective or not in conformance with the Contract Documents, whether said discovery is made before or after completion of performance, the Contractor, at his expense, after written notice from the Owner or Engineer, shall promptly replace or correct the deficiency and pay any engineering costs and consequential expense or damage incurred by the Owner in connection therewith. If the Contractor fails to promptly correct all deficiencies, the Owner shall have the option of remedying the defects at the Contractor's cost. If the Contractor is required to furnish shop drawings or designs, the above provisions shall apply to such drawings or designs.

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

GC.28 ACCIDENT PREVENTION

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

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

The Contractor shall indemnify and save harmless the Local Public Agency, and the Engineer, from any claims for damages resulting from personal injury and/or death suffered or alleged to have been

suffered by any person as a result of any work conducted under this Contract.

GC.29 SANITARY FACILITIES

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

GC.30 USE OF PREMISES

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

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

GC.31 REMOVAL OF DEBRIS, CLEANING, ETC.

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

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

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

GC.33 OBSERVATION OF WORK

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

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

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

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

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

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

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

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

Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

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

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

GC.34 REVIEW BY LOCAL PUBLIC AGENCY OR OWNER

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

GC.35 PROHIBITED INTERESTS

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

GC.36 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Local Public Agency in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Local Public

Agency having charge of observation. If the Local Public Agency determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable. The inspection party will also include the representatives of each Department of the Local Government and any other involved government agencies when such improvements are later to be accepted by the Local Government and/or other government agencies.

GC.37 PATENTS

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

GC.38 WARRANTY OF TITLE

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

GC.39 GENERAL GUARANTY

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

X. SUPPLEMENTAL GENERAL CONDITIONS

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SGC.1 PROGRESS SCHEDULE

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

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

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

SGC.2 DRAWINGS

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

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

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

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SGC.4 RECORD DRAWINGS

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

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

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

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

SGC.5 TRENCH AND EXCAVATION SAFETY SYSTEM

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

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

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

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

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

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

SGC.6 MINIMUM WAGES

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

XI. SPECIAL CONDITIONS

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SC.1 GENERAL

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

SC.2 LOCATION OF PROJECT

The project is located along South Caraway Road. 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 widening South Caraway Road.

SC.4 TIME ALLOTTED FOR COMPLETION

The time allotted for completion of the work shall be five hundred fifty (550) consecutive calendar days, which time shall begin within ten (10) days of the work order or notice to proceed. After award of the Contract is made and the Contract Documents are completed, the Engineer shall issue a Notice to Proceed, notifying the Contractor to proceed with the construction of the project, subject to the provisions of this paragraph.

SC.5 FORMS, PLANS AND SPECIFICATIONS

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

SC.6 LIQUIDATED DAMAGES FOR DELAY

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

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

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

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

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

Over \$1,000,000.00

\$500.00

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

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

SC.7 KNOWLEDGE OF CONDITIONS

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

SC.8 PERMITS AND RIGHTS-OF-WAY

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

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

State Highway and Railroad Crossing Permits will be secured by the Owner. All other permits and

licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

SC.9 REFERENCE SPECIFICATIONS

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

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

SC.10 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

SC.11 USED MATERIALS

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

SC.12 EXISTING STRUCTURES

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

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

SC.13 USE OF EXPLOSIVES

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

SC.14 BARRICADES, LIGHTS, AND WATCHMEN

Where the work is performed on or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary.

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

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

SC.15 FENCES AND DRAINAGE CHANNELS

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

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

SC.16 WATER FOR CONSTRUCTION

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

SC.17 MATERIAL STORAGE

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

SC.18 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or improvements crossed by or adjacent to his construction operations. Where existing utilities or service lines are cut, broken, or damaged, the Contractor shall replace or repair immediately the utilities or service lines with the

same type of original material and construction or better, at his own expense.

SC.19 TESTING, INSPECTION AND CONTROL

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

Testing and control of all materials used for this project shall be done in accordance with the Standard Specifications and The Arkansas State Highway and Transportation Department Field Sampling manual.

Only Technicians certified by the Center for Training Transportation Professionals, University of Arkansas Department of Civil Engineering, Fayetteville, Arkansas (CTTP) shall perform quality control and acceptance testing on this project. Testing Laboratories shall be CTTP certified also. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials, as required by the Engineer.

Materials testing for this project will be at the Contractor's expense with the exception of verification testing by an independent, approved Testing Laboratory, furnished by the City of Jonesboro. The City of Jonesboro reserves the right to employ a certified lab to perform verification and acceptance testing normally performed by the Arkansas State Highway and Transportation Department. The Contractor shall cooperate fully with the testing firm so employed by the City of Jonesboro

SC.20 BOND

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

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

SC.21 LIGHT AND POWER

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

SC.23 LINES AND GRADES

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

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

- a. For the full length and width of all areas within the limits of paving, the finished grade of the concrete surface course shall be controlled by grade wires or forms set by the Contractor to control the final surface, in accordance with the plans.
- b. For the full length and width of all areas within the limits of paving, the initial courses of bituminous pavement will be controlled by uniform thickness. The course under the final surface course shall be controlled by grade wire, and the final surface course shall be controlled by uniform thickness. The bituminous pavement shall be constructed with a lay down machine with automatic controls and a forty (40) foot ski.
- c. For the full length and width of all areas within the limits of paving, the crushed aggregate base course and the sub base course will be controlled with intermediate and final surface stakes, "blue tops". Stakes shall be set as required or as directed by the Engineer to control the construction.
- d. The Contractor shall set intermediate line and grade stakes and final grade stakes, "blue tops," as required to control the construction of shoulders.

SC.23 LEGAL HOLIDAYS

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

SC.24 SEQUENCE OF CONSTRUCTION

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

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

SC.25 TEST BORINGS

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

SC.26 TEMPORARY FIELD OFFICE

Not required for this project.

SC.27 RELEASE AND CONTRACTOR'S AFFIDAVIT

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

SC.28 MAINTENANCE BOND

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

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

RELEASE

FROM: Contractor's Name _____
Address _____

TO: City of Jonesboro

DATE OF CONTRACT: _____

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

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SP-2	Arkansas Department of Transportation Supplemental Specifications
SP-3	City of Jonesboro Special Provisions

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 – ARKANSAS DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL SPECIFICATIONS

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
ERRATA FOR THE BOOK OF STANDARD SPECIFICATIONS

Errors noted in the printed book of Standard Specifications for Highway Construction, Edition of 2014, are listed below and this publication is hereby revised as follows:

- Page 124: The third sentence of the first paragraph of Subsection 110.03(c) should read: The Engineer will make a decision within 10 business days concerning the necessity or practicability of the request.
- Page 195: The sixth paragraph of subsection 303.02 should read: For Classes 1 through 8 materials, the fraction passing the #200 (0.075 mm) sieve shall not be greater than three-fourths of the fraction passing the #40 (0.0425 mm) sieve. For Classes 3 through 8, the fraction passing the #40 (0.425 mm) sieve shall have a liquid limit not greater than 25.
- Page 363: In the second paragraph of Subsection 502.02, the reference to ASTM 775 should be replaced by “ASTM A 775”.
- Page 636: In the second paragraph of Subsection 730.02, the references to AASHTO M 183 should be replaced with ASTM A36.
- Page 637: The last sentence of the second paragraph of Subsection 730.03 should read: All bolts, nuts, and washers shall be galvanized according to AASHTO M 232 or ASTM B 695, Class 40 or 50.
- Page 767: In the fourth paragraph of Subsection 807.06(a), the reference to ASTM B595 should be replaced by “ASTM B695”.
- Page 841: Subsection 817.04(a) should read: The treatment of lumber and timber shall meet the applicable requirements of the current edition of the AWPA, Standards U1, Commodity Specification E, Use Category UC4C.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DEPARTMENT NAME CHANGE**

All references to the Arkansas State Highway and Transportation Department contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the title of Arkansas Department of Transportation.

All references to AHTD contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal are hereby deleted and replaced with the abbreviation ARDOT.

All references to the Arkansas State Highway Commission contained within the Standard Specifications for Highway Construction (Edition of 2014), the Qualified Products List, the Manual of Field Sampling and Testing Procedures, the Standard Drawings, plan sheets, Supplemental Specifications, and all Special Provisions contained in this proposal remain in effect.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
WORK ALLOWED PRIOR TO ISSUANCE OF WORK ORDER

Section 108 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 108.02(b)(2) is hereby deleted and the following is substituted therefore:

(2) The delivery to the Department for execution of the Contract and bonds properly executed on behalf of the Contractor and surety and the minimum 72 hours advance notice as required above shall constitute the Contractor's authority to begin the following items of work:

- Mobilization;
- Preparation of shop drawings and other required submissions;
- Ordering, fabrication, assembly, and/or stockpiling of materials;
- Driving Test Piling; and
- Contract surveying, when Roadway and/or Bridge Construction Control is included in the Contract.
- Erection of advance warning signs.
- Installation of netting on structures to prevent nesting of migratory birds in accordance with applicable Special Provisions (if included in the Contract).
- Set up, installation, and testing of Automated Work Zone Information Systems (if included in the Contract).
- Off-site area approval process per Section 107.10(c).

Such advance work shall be subject to the Contractor's assumption of the risk of cancellation of the award and the following:

- The Contractor shall, on commencing such operations, take all precautions required for public safety and shall observe all the provisions in the Contract;
- In the event of cancellation of the award, the Contractor shall at Contractor expense do such work as necessary to leave the site in a neat condition to the satisfaction of the Engineer;
- In the event of cancellation of the award, all work performed shall be deemed to be at the Contractor's expense; and
- All work done under this subsection in accordance with the Contract before its execution by the Commission will, when the Contract is executed, be considered authorized work and will be paid for as provided in the Contract.

Unless otherwise notified in writing, no time will be assessed for work performed prior to the effective date of a Work Order.

No payments will be made prior to the date established by the Engineer under Subsection 109.07, which date will be after the effective date of a Work Order.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work before the effective date of a Work Order.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****UNCLASSIFIED EXCAVATION**

Section 200 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the first paragraph of **Subsection 210.08, Excavation Operations**:

When performing excavation to construct cut slopes, the Contractor shall not excavate material below the finished slope grade. If excavation is performed more than 8 inches below the finished cut slope grade, overcut material shall be removed at no cost to the Department and replaced with clean durable stone. The stone source and gradation shall be approved by the engineer before placement. There shall be no payment for this work.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
AGGREGATE BASE COURSE

Section 303 of the Standard Specifications for Highway Construction, Edition 2014, is hereby amended as follows:

The second paragraph of **Subsection 303.02, Materials** is hereby deleted and the following substituted therefor:

The Contractor shall have the option of using any higher numbered class Aggregate Base Course than that specified, provided that payment will be for the class specified. Acceptance criteria shall be for the class specified. Different classes of Aggregate Base Course shall not be mixed in the same location.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
QUALITY CONTROL AND ACCEPTANCE

Division 300 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first sentence of the third paragraph **Subsection 306.03 Acceptance Testing** is hereby deleted and the following substituted therefor:

If the material being furnished is crushed stone the Department will furnish the PL, LL, and PI for the material, further tests for PL, LL, and PI are waived.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
TACK COATS

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 401, Prime and Tack Coats and Emulsified Asphalt in Base Course, is hereby modified as follows:

The first sentence of **Subsection 401.03(a)** is hereby deleted and the following substituted therefore:

The surface to be treated with prime or tack coat shall be cleaned of dust, dirt, and loose or foreign material by sweeping with mechanical brooms immediately preceding the application of the prime or tack coat.

Third sentence of **Subsection 401.03(c)** is hereby deleted and the following is substituted therefore:

No dilution beyond that which is part of the emulsification process is permitted. The tack coat shall not be diluted, cut, or otherwise thinned after receipt from the manufacturer's facility.

The fifth sentence of **Subsection 401.03(c)** is hereby deleted and the following substituted therefore:

The rate of application shall be from 0.03 gallon to 0.10 gallon per square yard (0.1 L/sq m to 0.5 L/sq m) of residual asphalt as designated by the Engineer.

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, is hereby modified as follows:

The sixth paragraph of **Subsection 410.05** is hereby deleted and the following substituted therefore:

For foreign material, or when the time lapse between courses is more than 8 hours, the earlier course shall be cleaned and given a tack coat before placing the succeeding course. When directed, the tack coat shall be applied and paid for under Section 401. If directed by the Engineer, a tack coat shall be used even though the elapsed time has been less than 8 hours.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 404, QUALITY CONTROL OF ASPHALT MIXTURES, is hereby modified as follows:

The fifth sentence of the second paragraph of **Subsection 404.01, Design of Asphalt Mixtures, (a) General**, is hereby deleted and the following substituted therefor:

A mix design that has not been produced on an ARDOT project in the last two years is inactive. The Contractor may submit a passing field verification test for the inactive asphalt mix design to the Materials Division to be reactivated. Asphalt mix designs with an expiration date may remain in production if they are not inactive.

The third through fifth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days. Production of Department approved mix designs for placement on non-ARDOT projects may be used for mix verification. The Contractor shall be allowed two attempts to verify the mix design if being placed on an ARDOT project and three attempts to verify the mix design if being placed on a non-ARDOT project. The Contractor shall notify the Engineer sufficiently in advance for Department personnel to witness all testing of this production and shall provide copies of all test results to the Department.

Verification will begin with testing the plant produced mix using the aggregate proportions and asphalt binder content shown on the accepted mix design. After the first attempt of verification of the initial design, the Contractor may elect to adjust aggregate proportions to vary the accepted mix design gradations and bring the mix properties near the center of the compliance limits. If the mix is in subplot rejection, all future attempts will only be allowed on non-ARDOT projects.

The mix will be verified if the test values for air voids, asphalt binder content, and VMA are within the compliance limits shown in Table 410-1, and when the accepted mix design has been produced within the gradation tolerances according to Subsection 404.04.

The Contractor may request a one-time field mix design be accepted by the Engineer of Materials. The Contractor will be notified in writing if the field mix design is accepted. A field mix design allows the Contractor to use the adjusted aggregate proportions for future verification of the mix design. Cold feed adjustments will be allowed to both the initial mix design and field mix design if they do not exceed more than 10% for any single cold feed or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. Gradation tolerances will be based off the initial job mix formula. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Once verified, the asphalt binder content shall be adjusted at the plant to obtain the optimum asphalt binder content shown on the mix design during production based on the lot average. At no time shall the asphalt binder content be adjusted in a manner to produce an asphalt binder content lower

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES

than the design value. Adjustments to the asphalt binder content are not allowed for control of any volumetric property. All changes to be made to the asphalt binder content must first be reported to the Engineer. If adjustments do not give the intended result, production shall be stopped, and the asphalt plant and equipment shall be recalibrated and adjusted so the asphalt binder content can be successfully obtained.

The test method ARDOT 461, (NOTE 3), and (NOTE 4) in the table of the tenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted.

The thirteenth and fourteenth paragraphs of **Subsection 404.04, Quality Control of Asphalt Mixtures, NOTE 3 and NOTE 4** are hereby deleted.

The eighteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted.

The fourth and fifth sentences in the nineteenth paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, are hereby deleted and the following substituted therefor:

Individual aggregate cold feeds should be adjusted to bring the mix design properties near the center of compliance limits. If excessive changes are required, production will be suspended, and a new mix design shall be developed according to the applicable specifications. Excessive changes are cold feed adjustments that exceed more than 10% for any single cold feed change or 20% overall from the initial mix design. No individual cold feed will be allowed to be eliminated by such changes. All cold feed adjustments exceeding the limits outlined above will require a new mix design.

Section 410, CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The first through third sentences in the first paragraph of **Subsection 410.09(a), General**, are hereby deleted and the following is substituted therefor:

The accepted mix design shall be verified by the Contractor at the start of mix production for that design or after an interruption of more than 120 calendar days. A maximum of 200 tons (200 metric tons) of materials may be placed on the roadway during the verification process. If the mix produced does not verify the mix design, the material placed on the roadway shall be declared a partial lot. If all verification attempts have been exhausted, a new mix design shall be required.

Section 411, ASPHALT CONCRETE COLD PLANT MIX, is hereby modified as follows:

The third sentence of **Subsection 411.05 (b), Acceptance**, is hereby amended and the following is substituted therefor:

The accepted mix design shall be field verified by the Contractor at the start of mix production or after an interruption of more than 120 calendar days.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 404.01(b), Design Requirements**, is hereby deleted and the following substituted therefor:

The optimum asphalt content is the asphalt binder content at 3.5% air voids for all asphalt mixtures.

The first bullet of the first paragraph of **Subsection 404.01(b), Design Requirements**, is hereby deleted and the following substituted therefor:

- All binder grades for all asphalt mixtures will be designed using 3.5% air voids.

The second paragraph of Subsection 404.01(b), Design Requirements, of the Standard Specifications, is hereby amended and the following added:

All Asphalt Base and Binder Courses will be designed at a Ndes of 75 gyrations. All Asphalt Surface Courses will be designed at a Ndes of 60 gyrations.

The second paragraph of **Subsection 404.01(b), Design Requirements**, is hereby deleted.

The second sentence of the second paragraph of **Subsection 404.04, Quality Control of Asphalt Mixtures**, is hereby deleted and the following substituted therefor:

Adjustments to the accepted mix design to conform to actual production values without redesign of the mixture shall be based on production of the mixture at a target value of 3.5% air voids in all asphalt mixture specimens and an asphalt binder content not less than that specified in the accepted mix design.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 405-1 of **Subsection 405.03 Materials** is hereby deleted and the following substituted therefor:

Table 405-1		
Design Requirements for Asphalt Concrete Hot/Warm Mix Base Course (1½")		
	Control Points	
Sieve	Percent Passing (%)	
1½"	100	
1"	90 - 100	
¾"	90 max.	
No. 4	-	
No. 8	15 - 41	
No. 16	-	
No. 30	-	
No. 50	-	
No. 200	0 - 6	
Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	11.5 - 13.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.4	
Wheel Tracking Test	<u>Design PG Grade</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 406-1 of **Subsection 406.04, Construction Requirements and Acceptance**, is hereby deleted and the following substituted therefor:

Table 406-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Binder Course (1")

	Control Points	
Sieve	Percent Passing (%)	
1½"	100	
1"	90 - 100	
¾"	90 max.	
No. 4	-	
No. 8	19 - 45	
No. 16	-	
No. 30	-	
No. 50	-	
No. 200	1 - 7	
Asphalt Binder Content	Design Value	
% Air Voids	3.5	
% VMA	12.5 - 14.0	
Minimum Water Sensitivity Ratio	80	
% Anti-strip	As Required	
Fines to Asphalt Ratio*	0.6 - 1.4	
Wheel Tracking Test	<u>Design PG Grade</u>	<u>Maximum Rut</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22	0.315 in. (8.000 mm)
	70-22 or 76-22	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-1 and Table 407-2 of **Subsection 407.04, Construction Requirements and Acceptance**, are hereby deleted and the following substituted therefor:

Table 407-1
Design Requirements for Asphalt Concrete Hot/Warm Mix Surface Course (1/2")

Control Points	
Sieve	Percent Passing (%)
¾"	100
½"	90 - 100
3/8"	90 max.
No. 8	28 - 58
No. 16	-
No. 30	-
No. 50	-
No. 200	3 - 7
Asphalt Binder Content	Design Value
% Air Voids	3.5
% VMA	14.5 - 16.0
Minimum Water Sensitivity Ratio	80.0
% Anti-strip	As Required
Fines to Asphalt Ratio*	0.6 - 1.2
Wheel Tracking Test	<u>Design PG Grade</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22
	70-22 or 76-22
	<u>Maximum Rut</u>
	0.315 in. (8.000 mm)
	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ACHM MIX DESIGNS

Table 407-2
Design Requirements for Asphalt Concrete Hot Mix Surface Course (3/8")

Control Points	
Sieve	Percent Passing (%)
1/2"	100
3/8"	90 - 100
No. 4	90 max.
No. 8	32 - 67
No. 16	-
No. 30	-
No. 50	-
No. 200	3 - 7
Asphalt Binder Content	Design Value
% Air Voids	3.5
% VMA	15.5 - 17.0
Minimum Water Sensitivity Ratio	80.0
% Anti-strip	As Required
Fines to Asphalt Ratio*	0.6 - 1.4
Wheel Tracking Test	<u>Design PG Grade</u>
(8000 cycles, 100 psi, 64°C)	64-22 or 67-22
	70-22 or 76-22
	<u>Maximum Rut</u>
	0.315 in. (8.000 mm)
	0.197 in. (5.000 mm)

*Fines to asphalt ratio shall be defined as the percent materials passing the No. 200 sieve (expressed as a percent of total aggregate weight) divided by the effective asphalt binder content.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PERCENT AIR VOIDS FOR ASPHALT MIX DESIGNS

The Table 410-1 in **Subsection 410.09(b), Acceptance of the Pavement**, of the Standard Specifications, is hereby amended as follows:

TABLE 410-1
COMPLIANCE, PRICE REDUCTION AND REJECTION LIMITS FOR ASPHALT COURSES

Property	Compliance Limits	Price Reduction Limits	Lot Rejection Limits	Sublot Rejection Limits
Asphalt Binder Content	±0.3 from mix design value	more than ±0.3 from mix design value	more than ±0.6 from mix design value	±0.8 from mix design value
Air voids (AV)	2.5% to 4.5%	1.9% to 2.4% 4.6% to 5.0%	1.8% or less 5.1% or more	1.4% or less 5.6% or more
Voids in Mineral Aggregate (VMA)*				
Asphalt Base Course (1½")	11.0% to 13.5%	10.5% to 10.9% 13.6% to 14.0%	10.4% or less 14.1% or more	9.9% or less 14.6% or more
Asphalt Binder Course (1")	12.0% to 14.5%	11.5% to 11.9% 14.6% to 15.0%	11.4% to less 15.1 or more	10.9% or less 15.6% or more
Asphalt Surface Course (1/2")	14.0% to 16.5%	13.5% to 13.9% 16.6% to 17.0%	13.4% or less 17.1% or more	12.9% or less 17.6% or more
Asphalt Surface Course (3/8")	15.0% to 17.5%	14.5% to 14.9% 17.6% to 18.0%	14.4% or less 18.1% or more	13.9% or less 18.6% or more
Density (% of theoretical)	92.0% to 97.0%	91.0% to 91.9% 97.1 to 98.0%	90.9% or less 98.1% or more	89.9% or less** 99.1% or more
Density (% of theoretical) where minimum specified is 90.0%	90.0% to 97.0%	89.0% to 89.9% 97.1% to 98.0%	88.9% or less 98.1% or more	87.9% or less** 99.1% or more

*The values for VMA_(actual) shall be determined by calculating the VMA_(effective) and reducing it by the correction factor shown on the mix design.

**Subject to further evaluation, see text.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

LIQUID ANTI-STRIP ADDITIVE

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 404, DESIGN AND QUALITY CONTROL OF ASPHALT MIXTURES, is hereby modified as follows:

The following is added as the last bullet following the first paragraph of **Subsection 404.01(b), Design Requirements**:

- All ACHM mixes must contain a liquid, anti-strip additive.

Section 409, MATERIALS AND EQUIPMENT FOR ASPHALT CONCRETE PLANT MIX COURSES, is hereby modified as follows:

The second paragraph of **Subsection 409.02 Asphalt Binder** is hereby deleted and the following substituted therefor:

The asphalt binder for all Asphalt Concrete Hot Mixes shall contain a heat-stable, liquid anti-strip additive. The additive shall be furnished from the Qualified Products List. The additive shall not harm the completed bituminous concrete mixture and must be compatible with the aggregate and asphalt binder supplied for the project. The anti-strip additive shall be added either by an in-line blending process just before introduction of the asphalt binder to the mixer or by blending with the asphalt binder at the asphalt binder terminal. If blended at the terminal, the bill of lading accompanying the load being delivered to the hot mix asphalt plant shall include the anti-strip manufacturer's name, product name, and quantity of all anti-strip additive included in the load.

The liquid anti-strip additive shall be added at rates as indicated below:

- For ACHM mixes where the use of an anti-strip additive is required as determined by the laboratory analysis and mix design procedures, the anti-strip additive shall be added at the rate of 0.5% to 0.75% (0.05% to 0.10% for organosilane based materials) by weight of asphalt binder as determined by the laboratory analysis and laboratory mix design procedures.
- For all other mixes, the manufacturer's recommended dosage of the additive shall be used, but the rate of liquid anti-strip additive shall not be less than 0.25% (0.05% for organosilane based materials) by weight of the asphalt binder.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****TRACKLESS TACK**

Sections 401 and 403 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is hereby added after the second sentence of **Subsection 401.02 Materials**:

Trackless Tack meeting the requirements of this supplemental specification may be used as Tack Coat at no additional cost to the Department.

The following is hereby added after the fifth sentence of **Subsection 401.03(c), Application of Tack Coat**:

When Trackless Tack is used, the Contractor shall follow the manufacturer's recommendations for storage, application temperature, and application rate.

The following is hereby added as the second paragraph of **Subsection 401.06, Basis of Payment**:

If the Contractor elects to use Trackless Tack in lieu of Tack Coat, the application and payment for the material used will be measured and paid for at the contract unit price bid for Tack Coat per gallon (liter).

The following is hereby added after the second sentence of the first paragraph **Subsection 403.03, Asphalt Materials**:

The manufacturer shall submit certified test results for Trackless Tack to the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRACKLESS TACK

The following is hereby added as **Subsection 403.03 (g), Trackless Tack:**

Trackless tack shall be an anionic or cationic asphalt emulsion conforming to the requirements below:

	Test Method	Min	Max
Viscosity, Saybolt Furol at 25°C SFS	AASHTO T59	20	150
Storage stability test, 24-h, %	AASHTO T59		1
Sieve test, %	AASHTO T59		0.3
Residue by distillation, %	AASHTO T59	50	
Tests on residue from distillation:			
Penetration, 25°C, 100 g, 5 s	AASHTO T59		20
*Solubility %	AASHTO T44	97.5	
*Ash Content	AASHTO T111		1
Softening Point °C	AASHTO T53	65	

*Ash Content or Solubility may be used for testing purposes of the residue from distillation.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****DESIGN OF ASPHALT MIXTURES**

Section 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added after the first sentence of paragraph 3 **Subsection 404.01 Design of Asphalt Mixtures. (b) Design Requirements:**

Any use of recycled engine oil bottoms (REOB) or other engine oil derivatives in the manufacture or modification of a binder are strictly prohibited. Ground Tire Rubber (GTR) may be added to asphalt binder with blending of GTR into asphalt occurring only at the asphalt terminal. GTR shall be Class 80-1 ground tire rubber as defined by ASTM D5603.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

**CONSTRUCTION REQUIREMENTS AND ACCEPTANCE OF
ASPHALT CONCRETE PLANT MIX COURSES**

Section 410, Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby modified as follows:

Subsection 410.10 Incentives is hereby deleted.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****DEVICES FOR MEASURING DENSITY FOR ROLLING PATTERNS**

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth sentence of the first paragraph of **Subsection 410.08, Rolling and Density Requirements and Joints**, is hereby deleted and the following substituted therefor:

The Engineer will observe the Contractor's use of an electromagnetic surface contact device that meets ASTM D7113/D7113M or the use of a nuclear density gauge to verify that the maximum densities possible are obtained.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

EVALUATION OF ACHM SUBLOT REPLACEMENT MATERIAL

Section 410 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following shall be added to the second to the last paragraph of **Subsection 410.09 (a)**
General:

If the material used to replace unacceptable material is a different mix design from what was originally placed, the remaining material in the lot and the replacement material shall both be evaluated as separate partial lots.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

Division 400 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The fourth paragraph of **Subsection 416.03, Materials and Composition**, is hereby deleted and the following substituted therefor:

To ensure the “production” stockpile is distinguishable to anyone involved in the production of asphalt at the plant and no “unprocessed” materials are introduced into the process of ACHM mix manufacturing, the following shall be required for the use of Recycled Asphalt Pavement (RAP):

- RAP stockpiles should have only binder covered aggregates and therefore, there shall be no virgin aggregate or deleterious materials present in any RAP stockpile. Uncoated aggregate from asphalt plant produced material shall not be considered virgin aggregate as it applies to RAP. Plant startup and shut down materials will be considered binder covered and are allowed.
- Unprocessed RAP and processed RAP stockpiles shall be separated by distance and each stockpile signed accordingly.
- Only processed RAP shall be introduced into asphalt mixes. Processed is defined as efforts to create a uniform stockpile of material and may include, but is not limited to, crushing and/or fractionating. Use of the scalper screen on the plant does not define processed RAP.
- Processed RAP stockpiles shall be of adequate size for multiple operational days of asphalt mix production at the plant’s maximum production rate. Processed RAP must be stockpiled before use in plant production. Processed RAP may not be taken from underneath the crusher and placed directly into the cold feed bins. If the crusher is feeding the processed stockpile, the loader must load the cold feed bins from the opposite end of the processed stockpile.

Quality control testing for asphalt binder content and gradation of RAP shall be the contractor’s responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job’s field verification process.
- Minimum of one set of tests per job for jobs that contain at least 1,000 tons of ACHM.
- One set of tests for every 10,000 tons of ACHM produced.
- The first tests on the job must be performed within the first 3 days of production on the job.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RECYCLED ASPHALT PAVEMENT

The Contractor has the option of quality control testing while the processed stockpile is being built in lieu of testing during production. Quality control testing for asphalt binder content and gradation of RAP shall be the Contractor's responsibility and conducted as follows:

- Tested as part of the field verification process. Field verification test results may be transferred from another ARDOT job given they are from the same mix design and were completed within 120 days of the current job's field verification process.
- One set of tests for every 1,500 tons of RAP produced for each stockpile.
- The quantity of RAP being placed in the processed stockpile must be tracked.

The Contractor shall pick only one option of quality control method per processed RAP stockpile. The Engineer shall be given the opportunity to witness all testing. Test results shall be submitted to the Engineer by the next business day. The Contractor shall keep a logbook to track the consistency of the asphalt binder content and gradation.

If testing determines the properties of the RAP have deviated significantly from the mix design, as determined by the Engineer, changes to virgin binder content and/or aggregate proportions will be required before production of the ACHM continues. Once adjustments are made and the plant produced mix has the desired properties, the Contractor may request that a field mix design be accepted by the Engineer.

To create uniform, repeatable testing for RAP binder content, asphalt binder content of the RAP shall be determined using AASHTO T 308 with the specific requirements as follows:

- Sample shall be dried to a constant mass as per AASHTO T 329 using a drying temperature of $230^{\circ}\text{F} \pm 9^{\circ}\text{F}$.
- The ignition oven burn temperature used during the mix design process must be used for quality control. The burn temperature shall be reported on the mix design submittal.
- Asphalt Binder Content = % loss – Aggregate Correction Factor (ACF)
- An ACF for each processed RAP stockpile shall be submitted with the mix design if used. An ACF for the job mix formula shall be submitted on the mix design if used. If multiple ignition ovens are used, an ACF for each oven shall be submitted.
- Determination of the ACF may be based on regional historical data at the time of the change. This will ensure all parties involved are aware of the correction factor and therefore avoiding disagreements pertaining to manipulation/fluctuation in aggregate correction factors that could be used to adjust binder content data.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PORTLAND CEMENT CONCRETE PAVEMENT

Division 500 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 501.02(a), Cement**, are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 501.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland cement or blended cement ($\text{Na}_2\text{O} + 0.658 \text{ K}_2\text{O}$) shall not exceed 0.60%. The total alkali content in the cementitious material shall not exceed 5 lb/cu yd (2.4 kg/cu m).

The fifth paragraph of **Subsection 501.02(b), Fine Aggregate**, is hereby deleted.

The sixth paragraph of **Subsection 501.02(c), Coarse Aggregate**, is hereby deleted.

Subsection 501.02(f), Cement Replacements, (1) Fly Ash, is hereby deleted and the following substituted therefor:

(1) Fly Ash. Fly ash for use with Portland cement or blended cement shall comply with the requirements of AASHTO M 295, Class C or Class F. Mixing of Class C or Class F fly ashes will not be permitted.

The sixth through thirteenth paragraphs of **Subsection 501.03 Mix Design. (a), General**, are hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. Fly ash will not be allowed as a substitute for high early strength cements.

Slag cement may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at a rate of one kilogram (pound) of slag cement for each pound (kilogram) of cement replaced. Slag cement will not be allowed as a substitute for high early strength cements. Ternary mixes (cement, fly ash, and slag cement) are not allowed.

The minimum 28-day compressive strength shall be 4000 psi (28.0 MPa) when tested according to AASHTO T 22. Test specimens will be made and cured according to AASHTO T 23 or T 126 as applicable.

The mixed concrete shall have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design. All admixtures shall comply with Subsection 501.02(e).

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
PORTLAND CEMENT CONCRETE PAVEMENT

Fine and coarse aggregate shall be added only in such proportion that satisfactory plasticity, workability, and consistency of the mix are maintained, with the further provision that the ratio of the fine aggregate to cement, based on dry and rodded measure, shall be not less than 1.5 nor more than 2.5.

The specified water/cement ratio shall not be exceeded, and the minimum compressive strength shall be met.

A minimum of 15 working days prior to the commencement of paving operations, the contractor shall submit to the Engineer of Materials for review and approval the following:

- Certification for the low alkali cement proposed for use OR the results of fine and coarse aggregates Potential Alkali Reactivity test (AASHTO T 303) in accordance with Options 1 or 2 of Subsection 501.02.
- A Job Mix Formula (JMF) that contains sources of all aggregates proposed for use, a composite gradation of all aggregates, and proportions of each aggregate. Individual gradations of each aggregate shall be included. The JMF may only be changed upon written approval of the Engineer. Composite gradations will be calculated using ARDOT Test Method 558.
- A completed ARDOT Concrete Mix Design Submittal form. This form is located on the Materials Division website for download.

The last sentence of the third paragraph of **Subsection 501.05(c), Measuring Materials, (1) General**, is hereby deleted and the following substituted therefor:

The load ticket shall show the following information:

1. Unique ticket number.
2. Identification of the truck.
3. Date and time of batching.
4. Total weights and/or volumes of each component.
5. Total volume of mix.
6. Total quantity of water added after batching.
7. Time of discharge.
8. ARDOT Mix Design ID

The first sentence of **Subsection 501.08, High Early Strength Concrete Pavement**, is hereby deleted and the following substituted therefor:

Cement used in High Early Strength Concrete shall conform to AASHTO M 85, Type III, AASHTO M 240, Table 3, or a Rapid Hardening Hydraulic Cement in compliance with ASTM C1600.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****PORTLAND CEMENT CONCRETE DRIVEWAY**

Division 500, RIGID PAVEMENT, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 505, PORTLAND CEMENT CONCRETE DRIVEWAY, is hereby modified as follows:

The first paragraph of **Subsection 505.02(b) Joint Filler** is hereby deleted and the following substituted therefore:

Material for joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certificates in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

INCIDENTAL CONSTRUCTION

Sections 609, 611, 617, and 618 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

Subsection 609.02(c), Materials for Drop Inlets and Junction Boxes, is hereby deleted and the following is substituted therefor:

- (c) Steel for welded steel grates and frames shall comply with ASTM A709, Grade 36 (250).

Subsection 611.02(a)(2), Materials for Pipe Underdrains, Outlet Protectors, and Covers, is hereby deleted and the following is substituted therefor:

- (2) **Corrugated Polyethylene Tubing.** The tubing shall be the heavy duty type and shall comply with AASHTO M 252. The tubing shall have a minimum pipe stiffness of 46 psi (3.23 kg/cm²) at 5% deflection and shall be capable of 60 percent vertical deflection in parallel plate loading without splitting or cracking when tested in accordance with ASTM D 2412.

The second sentence of **Subsection 617.02(a)(2), Materials for Steel Posts**, is hereby deleted and the following is substituted therefor:

- (2) **Steel Posts.** The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 617.02(b)(3), Materials for Terminal Anchor Posts, is hereby deleted and the following is substituted therefor:

- (3) The steel anchor posts shall consist of structural shapes of the section shown on the plans, or as otherwise specified, and shall comply with ASTM A709, Grade 36 (250). The upper 15" (380 mm) of the anchor assembly shall be galvanized according to AASHTO M 111.

The third sentence of the third paragraph **Subsection 618.02(a), Posts for Guard Cable**, is hereby deleted and the following is substituted therefor:

The steel shall comply with ASTM A709, Grade 36 (250).

Subsection 618.02(d), Materials for Bolts, Nuts, and Washers, is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****INCIDENTAL CONSTRUCTION**

- (d) Bolts, Nuts, and Washers.** Bolts, nuts, and washers shall conform to the plans and shall be steel complying with ASTM A 307, ASTM F3125, Grade A325, Heavy Hex, Type 1, or ASTM A449 (Heavy Hex), galvanized according to AASHTO M 232. Threads on bolts and nuts shall conform to Unified Coarse Thread Series Class 2A, ANSI B 1.1 (Metric Coarse Thread Series, ANSI B 1.13M, 6g tolerance).

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****LANE CLOSURE NOTIFICATION**

Division 600 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 603, Maintenance of Traffic and Temporary Structures, is hereby modified as follows:

The first sentence of the third paragraph **Subsection 603.02 (d)** is hereby deleted and the following substituted therefor:

The Contractor shall provide the Engineer with a minimum of five full business days advance, written notification of any nonemergency lane closure or lane width restriction. The first full business day shall commence at midnight on the first business day following written notification to the Engineer. This advanced notification is required to allow adequate notice for the issuance of over width load permits by the Department.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
RETROREFLECTIVE SHEETING FOR
TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is inserted after the first paragraph of Subsection 604.02(b):

Retroreflective sheeting used on traffic drums shall meet the requirements of ASTM D4956 for Type III or IV with the additional requirements for Reboundable Sheeting. Retroreflective sheeting for delineators shall comply with section 728.

Retroreflective sheeting shall be applied to a properly treated substrate with mechanical equipment and in a manner specified by the sheeting manufacturer. Sign material (substrate) shall be of sufficient thickness and stability to maintain a substantial, effective sign for the duration of the project. One splice will be allowed in retroreflective sheeting on sign blanks. "Left", "Right", "Distances", and "Ahead" will be allowed on signs as inserts. All letters and numerals on inserts shall be of the same size and series as those on the sign face.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

TRAFFIC CONTROL DEVICES IN CONSTRUCTION ZONES (MASH)

Section 604 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first paragraph of **Subsection 604.02 Materials (a) General** is hereby deleted and the following substituted therefor:

All work zone traffic control devices used on the project, including sign supports, barricades, traffic drums equipped with flashing lights, crash cushions, and impact attenuators, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all work zone traffic control devices prior to using the devices on the project. The certification shall state the device meets the requirements of MASH, or in the case that the device was manufactured on or before December 31, 2019, the certification shall state the device meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter which is available at:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
Mulch Cover

Section 620 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection **620.02 Materials (d)** is hereby deleted and the following substituted therefore:

(d) Mulch cover. Shall be a mulch cover system as listed on the Department's Qualified Products List (QPL) or shall consist of straw from threshed rice, oats, wheat, barley, or rye; of wood excelsior; or of hay obtained from various legumes or grasses, such as lespedeza, clover, vetch, soybeans, bermuda, carpet sedge, bahia, fescue, or other legumes or grasses; or a combination thereof. Mulch shall be dry and reasonably free from Johnson grass or other noxious weeds, and shall not be excessively brittle or in an advanced state of decomposition. All material will be inspected and approved prior to use.

The following is inserted after Subsection **620.03 Construction Requirements (c) Seeding (3) Hydro-seeding**:

(4) Mulch Cover. If a mulch cover system listed on the Department's Qualified Products List (QPL) is used then the mulch cover and the seed may be incorporated into one operation.

Subsection **620.03 Construction Requirements (d)** is hereby deleted and the following substituted therefore:

(d) Mulch Cover. If a Mulch Cover system listed on the Department's Qualified Products List (QPL) is used then refer to the application rate listed in the QPL otherwise the mulch cover shall be applied at the rate of 4000 pounds per acre (4500 kg/ha). If the mulch cover and seed are not incorporated into one operation then apply the mulch cover immediately after seeding and spread the mulch cover uniformly over the entire area by approved power mulching equipment. When approved by the Engineer, the Contractor may use hand methods to apply mulch cover to small or inaccessible areas. If the Contractor so elects, an approved mulching machine may be used, whereby the application of mulch cover and tackifier may be combined into one operation. If this method is used, no change in application rates will be allowed. In its final position, the anchored mulch shall be loose enough to allow air to circulate, but compact enough to partially shade the ground and reduce the impact of rainfall on the surface of the soil. Care shall be taken to prevent tackifier materials from discoloring or marking structures, pavements, utilities, or other plant growth. Removal of any objectionable discoloration shall be at no cost to the Department.

**ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION**

Mulch Cover

The first paragraph of subsection **620.03 Construction Requirements (e)** is hereby deleted and the following substituted therefore:

(e) Mulch Anchoring. If a mulch cover system is selected from the Department's Qualified Products List (QPL) then no additional anchoring is needed. If a mulch cover system is not used then immediately following or during the application of mulch cover on seeded areas, the mulch shall be anchored by one of the following methods.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

Section 621 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following is added to **Subsection 621.01**:

(p) Filter Socks. This item shall consist of furnishing, installing, maintaining, and removing filter socks at locations indicated on the plans or as otherwise directed by the Engineer. Filter socks consist of filter media (compost or non-treated wood) encased in a three-dimensional fabric tube for the purposes of filtering silt, sediment, and other pollutants out of stormwater.

The following is added to **Subsection 621.02**:

(o) Compost or non-treated wood used for filter sock filter media shall be weed, disease, and pathogen free and derived from a clean source of woody organic matter. The media shall be free of any refuse, contaminants, or other materials toxic to plant growth. Test methods for the parameters shown in Table 621-2 should follow the recommendations provided in the AASHTO Standard Practice for Compost for Erosion and Sediment Control (R 51). Compost products must be supplied with a Seal of Testing Assurance (STA) by the U.S. Composting Council from the manufacturer. The Engineer may request a sample for approval prior to being used and materials must comply with all local, state, and federal regulations.

Table 621-2
Filter Sock Media Parameters

Parameters	Reported as (units of measure)	Test Method	Required Value
pH	pH Units	AASHTO R 51	5.0-8.5
Moisture Content	%, wet weight basis	AASHTO R 51	<60%
Organic Matter Content	%, dry weight basis	AASHTO R 51	>30%
Particle Size	% passing a selected mesh size, dry weight basis	AASHTO R 51	99% passing a 2" sieve <40% passing a 3/8" sieve
Physical Contaminates (man-made inert material)	%, dry weight basis	N/A	<1%

Filter sock containment shall be produced from 5-mil-thick continuous high density polyethylene (HDPE) filament or multi-filament polypropylene (MFPP), woven or knitted into a tubular mesh netting. Openings in the mesh shall range from 1/8th to 3/8th inch. This tube shall then be filled to the specified diameter of the sock with filter media which meets the specifications outlined in Table 621-2. Filter sock fabric shall have a minimum functional longevity of 9 months.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

Furnish filter socks with a diameter of 8-9, 12, 18, or 24 inches in diameter in variable lengths as directed by the Engineer.

Use 2" by 2" hardwood stakes of a length which will allow them to be driven at least one foot into the soil while leaving at least 3" projecting above the sock after installation. In rocky or other difficult locations steel stakes may be used if directed by the Engineer. Sandbags may be used as necessary to anchor the filter sock for installation on paved surfaces. Placement shall be as directed by the Engineer.

The following is added to **Subsection 621.03**:

(q) Trenching of filter socks is not required but woody vegetation shall be cut at ground level or otherwise removed, and uneven or rocky surfaces shall be graded or raked to ensure the socks uniformly contact the ground. The socks shall be secured with stakes driven through the center of the devices or installed as recommended by the manufacturer. For perimeter control or on slopes, stakes shall be installed on a maximum of 10 foot centers and the ends of the socks shall be directed upslope to prevent storm water from running around the end of the sock. For ditch checks and drop inlets, stakes shall be installed on a maximum of 4 foot centers. Additional stakes may be necessary as directed by the Engineer. Filter socks may be laid end to end or overlapped according to the manufacturer's directions.

Routinely maintain the socks in good condition (including staking, anchoring, etc.) Accumulated sediment shall be removed when the sediment reaches one-half the height of the sock or as directed by the Engineer. Sediment removed shall be deposited and stabilized as described in Section 110 of the Standard Specifications for Highway Construction, Edition of 2014. Repair of or complete replacement of torn or damaged socks shall be performed as required or as directed by the Engineer. Filter socks shall be carefully removed and replaced as required to facilitate construction operations.

When the required work has been completed, the area has been stabilized, and the filter socks are no longer required as approved by the Engineer, the containment material shall be cut and the core material shall be evenly distributed on the surrounding ground area. Containment shall be removed and disposed of.

The following is added to **Subsection 621.04**:

(q) Filter Socks will be measured by the linear foot (meter) complete in place; measurement will be made along the centerline of the top of the filter sock. No payment will be made for overlap. No payment will be made for additional length beyond that approved by the Engineer.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
FILTER SOCKS

The following is added to **Subsection 621.05**:

(q) Filter Socks completed and accepted and measured as provided above will be paid for at the contract unit price bid per linear foot (meter) for Filter Socks, which price shall be full compensation for furnishing all materials; for installation and maintenance of filter socks; for temporarily removing and replacing filter socks as required to facilitate construction operation; for removal and disposal of the filter socks as directed; and for all labor, equipment, tools, and incidentals necessary to complete the work.

The following is added as the last Pay Item in **Subsection 621.05**:

Pay Item	Pay Unit
Filter Sock (____")	Linear Foot (Meter)

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CONCRETE WALKS, CONCRETE STEPS, AND HAND RAILING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 633, Concrete Walks, Concrete Steps, and Hand Railing, is hereby modified as follows:

Subsection 633.02(E) Expansion Joints is hereby deleted and the following substituted therefor:

A space not less than ½" (12mm) wide shall be left between the sidewalks and adjacent structures. This space shall be filled with approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project. No space or joint filler is required between the sides of the walks and adjacent curbs.

Transverse expansion joints shall be placed at a maximum interval of 45' (13.7m). Transverse joints shall be constructed using approved joint filler complying with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

CURBING

Division 600, INCIDENTAL CONSTRUCTION, of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 634, Curbing, is hereby modified as follows:

The last paragraph **of Subsection 634.02 Materials** is hereby deleted and the following substituted therefor:

Material for the joint filler shall comply with AASHTO M 213 or a Semi-Rigid Closed-Cell Polypropylene Foam, Preformed Expansion joint filler that meets ASTM D8139. Materials meeting ASTM D8139 shall be accepted on the basis of the manufacturer's certification in accordance with these specifications and acceptable performance on the project.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
MAILBOXES

Section 637 of the Standard Specification for Highway Construction, Edition 2014, is hereby amended as follows:

The first paragraph of **Subsection 637.02** is hereby deleted and the following substituted therefor:

The mailbox post shall be either metal or southern yellow pine and shall be the size shown on the plans. Wood posts shall be pressure treated using only preservatives that are registered with the US EPA under FIFRA. Preservatives and treatments shall meet the requirements of AASHTO M-133 or American Wood Protection Association (AWPA) Standard UI, Commodity Specification A for Posts (sawn 4 sides), Commodity Specification B for Posts (round, ½ and ¼ round); UC4A for Ground Contact General Use or UC4B Ground Contact Heavy Duty. Metal posts shall be either galvanized or painted.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

GENERAL REQUIREMENTS FOR SIGNS

Section 723 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 723.02(b) is hereby deleted and the following is substituted therefor:

(b) Sign Panels. Standard signs shall consist of a single sheet of aluminum alloy (ASTM B 209, Alloy 5052 H38) without stiffeners on the back. Minimum sign blank thickness shall be 0.080" (2.0 mm) for a sign size of 9 square feet (0.84 sq m) or less or 0.100" (2.5 mm) for a sign size greater than 9 square feet (0.84 sq m). Sign blanks shall be flat and straight and within commercial tolerances established by the aluminum industry.

Guide signs shall be fabricated using one piece extruded panels fabricated of aluminum alloy (ASTM B221, Alloy 6063 T6).

Extruded panel signs shall consist of sign panels; stringers or horizontal supporting members; necessary fasteners for assembling the units; reflective materials; letters; numerals; symbols; and border. All extrusions and fasteners shall be applied without causing objectionable projections on the sign face.

The one piece extruded aluminum panels shall be a minimum of 12" (300 mm) in width except one 6" (150 mm) panel may be used per sign face when necessary to construct the sign as shown on the plans.

All extruded panels shall be bolted together at every other hole (every 24" [610 mm]) with the faces and ends in alignment.

Single sheet and extruded panels to which reflective sheeting is to be applied shall be conversion coated as specified in ASTM B449 or ASTM B921 per the sheeting manufacturer's recommendations.

All fabrication, including cutting and punching of holes, excluding holes for demountable letters, numerals, symbols, and borders, shall be completed before conversion coating.

Sign panels shall be free of buckles, warp, dents, cockles, burrs, and defects resulting from fabrication. The surface of all sign panels shall be flat.

The Contractor shall submit a Certified Test Report to the Engineer covering the sign panels.

The first paragraph of **Subsection 723.02(c)** is hereby deleted and the following is substituted therefor:

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

GENERAL REQUIREMENTS FOR SIGNS

(c) Retroreflective Sheeting. The retroreflective sheeting for signs shall comply with ASTM D4956 for Type III, IV, VIII, or IX retroreflective sheeting, except that Type IX retroreflective sheeting shall be used on all W1-6, W1-8, and OM-3 signs. ASTM D4956 Type XI sheeting shall be used on all R5-1 and R5-1a signs. All retroreflective sheeting shall have either Class 1 or Class 2 backing.

Subsection 723.02(d) is hereby deleted and the following is substituted therefor:

(d) Legend. All legend, which includes letters, numerals, symbols, arrows, and border, shall have a regular outline, be clean cut and sharp, and shall have a continuous stroke and border without ragged or torn edges.

All legend on guide signs shall be of the size shown on the plans. Legend on standard signs shall comply with the latest revision of FHWA Standard Highway Signs.

The legend on freeway main lane guide signs shall be demountable. Unless otherwise specified, the legend on all other guide signs shall be manufactured using either direct application or acrylic overlay film. All other signs shall be manufactured using standard industry processes, including silk screening, acrylic overlay film, and digital printing. Digitally printed signs shall be overlaid with a clear UV film per the sheeting manufacturer's recommendation.

All demountable legend shall be of the same manufacturer. The sign area outside the corner radius shall not be trimmed to match the border radius.

Frames for border strips, corners, shields, and legend shall be fabricated from 0.063" (1.6 mm) sheet aluminum complying with the requirements of ASTM B209, Alloy 5052-H38. Mounting holes shall be provided with the frames to permit the use of screws, bolts, rivets, or other fasteners of stainless steel, galvanized steel, or aluminum to fasten the frames to the sign face, subject to the condition that dissimilar metals shall be insulated to prevent corrosion.

The aluminum frames shall comply with Subsection 723.02(b).

All border material shall be secured from the same company that furnishes the cutout letters, numerals, etc. and shall be mounted in the same manner as the cutout letters.

Transparent colors, inks, paints, and films used in the sign manufacturing process shall be of the type and quality recommended by the manufacturer of the reflective sheeting and shall conform to red, blue, yellow, and green colors approved by the FHWA and shown in the MUTCD and FHWA Standard Highway Signs. The Contractor shall provide a sheeting manufacturer's full component system warranty, and shall provide certification that the materials used shall meet all MUTCD minimum requirements for retroreflectivity and contrast for the warranty period of the sheeting.

ARKANSAS DEPARTMENT OF TRANSPORTATION**SUPPLEMENTAL SPECIFICATION****CHANNEL POST SIGN SUPPORT**

Section 729 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The following paragraph is added after the last paragraph of **Subsection 729.02 Materials**:

All posts used on the project, manufactured after December 31, 2019, shall comply with the requirements of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before December 31, 2019, and successfully tested to the requirements of National Cooperative Highway Research Program (NCHRP) Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives. The Contractor shall furnish a certification of such compliance from the manufacturer or supplier of all posts prior to using the devices on the project. The certification shall state the post meets the requirements of MASH, or in the case that the post was manufactured on or before December 31, 2019, the certification shall state the post meets the requirements of NCHRP 350 or MASH. The certification shall include a copy of the Federal Highway Administration's (FHWA) approval letter with all attachments for each device. Devices shall be fabricated and installed in accordance with the plans and with the crash testing documentation provided in the FHWA approval letter, which is available at:

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
STRUCTURES

Sections 802, 805, 807, 809 and 817 of the Standard Specifications for Highway Construction, Edition of 2014, are hereby amended as follows:

The fifth sentence of the ninth paragraph **802.14(b), Permanent Steel Deck Forms**, is hereby deleted and the following is substituted therefor:

- (b)** However, welding of form supports to flanges of steels other than ASTM A709, Grade 36 (250), 50 (345), or 50W (345W) of a weldable grade, and to those portions of a flange subject to tensile stresses will not be permitted except as provided for in the plans. Welding shall be accomplished by certified welders and according to Subsection 807.26 except that 1/8" (3mm) fillet welds will be permitted.

Subsection 805.03(c) is hereby deleted and the following is substituted therefor:

- (c)** Unless otherwise specified, steel piles shall consist of structural shapes of the section shown on the plans and shall comply with ASTM A709, Grade 36 (250).

Subsection 807.05, Structural Steel, is hereby deleted and the following substituted therefor:

Unless otherwise specified, structural steel shall conform to the requirements of Structural Steel for Bridges, ASTM A709, except that the Charpy V-Notch Impact test requirements shall apply only to materials designated on the contract drawings as main load carrying member components. When Charpy V-Notch tests are required, the test results shall conform to the requirements specified for Zone 1 minimum service temperature.

Grade 36 (250) shall be furnished unless otherwise specified.

Steel shall be furnished according to the following specifications:

- (a) Carbon Steel.** Unless otherwise specified, structural carbon steel for bolted or welded construction shall conform to ASTM A709, Grade 36 (250). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections may be ASTM A1011, SS, Grade 36 (250), Type 2, Grade 40 (275), Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.
- (b) High Strength Low-Alloy Structural Steel.** High strength low alloy structural steel shall conform to ASTM A709, Grades 50 (345) or 50W (345W). Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of painted bridges may be ASTM A 1011, SS, Grade 50 (340), or Grade 55 (380) or ASTM A 1011 HSLAS, Grade 50 (340), Class 1 or Grade 55 (380), Class 1.

Fill or shim plates ¼" (6mm) or less in thickness used in high strength bolted connections of unpainted weathering steel may be ASTM A 606, Type 4.

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- (c) High-Yield-Strength, Quenched and Tempered Alloy Steel Plate.** High yield strength, quenched and tempered alloy steel plate shall conform to ASTM A514, Grade 100 (690).

Quenched and tempered alloy steel structural shapes and seamless mechanical tubing shall meet all of the mechanical and chemical requirements of ASTM A514, Grade 100 (690), except that the specified maximum tensile strength may be 145,000 psi (1000 MPa) for seamless mechanical tubing.

- (d) Structural Steel for Eyebars.** Steel for eyebars shall be of a weldable quality conforming to ASTM A709, Grade 36 (250), Grade 50 (345), or Grade 50W (345W).

Subsection 807.06, High Strength Bolts, Nuts, and Washers for Structural Steel Connections, is hereby deleted and the following is substituted therefor:

- (a) Specifications.** High strength bolts shall be heavy hex and shall conform to the requirements of ASTM F3125, Grade A325, Heavy Hex, except as modified herein. Type 1 bolts shall be provided when used with painted structural steel or when galvanized bolts are specified. Type 3 bolts shall be provided when used with unpainted weathering structural steel. The maximum hardness of high strength bolts shall be 33 Hardness Rockwell C.

Nuts shall be heavy hex and shall conform to the requirements of ASTM A563 or AASHTO M 292. Nuts for plain, uncoated Type 1 bolts shall be Grade 2H, Grade DH or DH3. Nuts for Type 3 bolts shall be Grade DH3. Nuts for galvanized bolts shall be Grade 2H or Grade DH. When galvanized nuts are furnished, the zinc coating, overlapping, lubrication, and proof loading shall be in accordance with ASTM A563.

Washers shall conform to the requirements of ASTM F436. Where necessary, washers may be clipped on one side to a point not closer than 7/8 of the bolt diameter from the center of the washer. Beveled washers shall be used in the flanges of American Standard beams and channels. Weathering steel washers shall be used with Type 3 bolts.

When galvanized bolt assemblies are specified, the bolts, nuts, and washers shall be galvanized according to AASHTO M 232, Class C, or ASTM B695, Class 50. All components in a fastener assembly shall be galvanized by the same process.

Galvanized nuts shall be provided with a lubricant that is clean and dry to the touch. The lubricant shall contain a visible dye so that a visual check can be made for the lubricant at the time of field installation. Plain, uncoated bolts, nuts, and washers must be "oily" to the touch when installed.

- (b) Required Tests.** High strength fasteners, plain and galvanized, shall be subjected to a rotational capacity test according to ASTM F3125 Annex A2, and shall meet the following requirements:

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1. Go through two times the required number of turns (from snug tight conditions) indicated in Table 807-1, in a Skidmore-Wilhelm Calibrator or equivalent tension measuring device, without stripping or failure.
2. During this test, the maximum recorded tension shall be equal to or greater than 1.15 times the Minimum Bolt Tension as shown in Table 807-3.
3. The measured torque needed to produce the Minimum Bolt Tension shall not exceed the value obtained by the following equation:

$$\text{Torque} = 0.25 * P * D$$

where:

Torque = Maximum Measured Torque
(Foot-pounds [newton meter])

P = Measured Bolt Tension (pounds [kilonewtons])

D = Nominal Diameter (Feet [mm])

Proof load tests according to ASTM F606M (F606) Method 1 are required for the bolts. Wedge tests of full size bolts are required according to Section 10 of ASTM F3125. Galvanized bolts shall be wedge tested after galvanizing. Proof load tests according to ASTM A563 are required for the nuts. The proof load tests for nuts to be used with galvanized bolts shall be performed after galvanizing, overtapping, and lubricating.

The Engineer shall be furnished with a manufacturer's certification for all high strength bolts, nuts, and washers used on the project. This certification shall provide a lot number, shop order number, or other identification such that the heat number from which the items were made can be traced. This identifying number shall also appear on the sealed shipping containers. The certification shall indicate when and where all testing was done, including the rotational capacity tests, and shall include the zinc thickness when galvanized bolts, nuts, and washers are used.

Item (1) of **Subsection 807.26(b), Modification of Structural Welding Code**, is hereby deleted and the following is substituted therefor:

- (1) Subparagraph 1.3.4 is modified to include:

Electroslag welding shall not be used as a welding process on bridge structures.

The first paragraph of **Subsection 807.71, High Strength Bolt Connections**, is hereby deleted and the following is substituted therefor:

- (a) **General.** High strength bolts meeting the requirements of ASTM F3125, Grade A325, Heavy Hex, including Annex A2, shall be furnished unless otherwise specified.

Subsection 807.77, Materials (a) Inorganic Zinc-Rich Primer, is hereby deleted and the following is substituted therefor:

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SUPPLEMENTAL SPECIFICATION
STRUCTURES

(a) Inorganic Zinc-Rich Primer. The prime coat shall be an inorganic zinc-rich paint complying with the requirements of AASHTO M 300 for Type 1 or Type II.

The paint shall qualify for a Class A classification (slip coefficient of 0.33 or greater) when tested according to "Testing Methods to Determine the Slip Coefficient for Coatings used in Bolted Joints", in Appendix A of *Specification for Structural Joints Using High-Strength Bolts* as published by the Research Council on Structural Connections.

The first paragraph of **Subsection 809.02(b), Armored Joint with Neoprene Strip Seal**, is hereby deleted and the following is substituted therefor:

(b) Armored Joint with Neoprene Strip Seal. The armored joint shall consist of steel extrusions with neoprene strip seal. Steel extrusions shall conform to the requirements of ASTM A709, Grade 50W, or as specified.

Subsection 817.02(b), Steel Items, is hereby deleted and the following is substituted therefor:

(b) Steel Items. Bars, plates, and structural shapes shall be of steel conforming to the requirements of ASTM A709, Grade 36 (250), except that Charpy V-Notch Impact tests are not required.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CONCRETE FOR STRUCTURES

Division 800 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

The first and second paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

(a) Cement. Portland cement, blended cement, fly ash, and slag cement shall be from sources that are listed on the Department's Qualified Products List (QPL) in Division 500 and that have executed a certification agreement with the Department.

The first and second sentence of the third paragraph of **Subsection 802.02(a), Cement**, are hereby deleted and the following substituted therefor:

The total alkalis in the Portland or blended cement ($\text{Na}_2\text{O} + 0.658 \text{ K}_2\text{O}$) shall not exceed 0.60%. The total alkalis in the cementitious material shall not exceed 5 lbs./cu yd (2.4 kg/cu m).

The sixth paragraph of **Subsection 802.02(b), Fine Aggregate**, is hereby deleted.

The sixth paragraph of **Subsection 802.02(c), Coarse Aggregate**, is hereby deleted.

Subsection 802.02(e), Admixtures, is hereby deleted and the following substituted therefor:

(e) Admixtures. Admixtures shall be from sources that are listed on the Department's QPL in Division 500. Admixtures will be reviewed and approved during the mix design submittal. Admixtures shall be compatible with each other, as advised by the manufacturer. The admixture dosage rate range as recommended by the manufacturer shall be used. Should the dosage rate for any admixture not yield desirable characteristics in the concrete, the dosage of admixture used shall be based on test results obtained by trial batches.

Admixtures shall be added to the mixing water by means of a mechanical dispenser that will accurately meter the additive throughout the mix water cycle. The dispenser shall be constructed and connected so that the amount of admixture entering the mixing water can be readily determined.

Subsection 802.05(b), Mix Design by the Contractor, is hereby deleted and the following substituted therefor:

(b) Mix Design by the Contractor. The proportions to be used in the mix for each class shall be determined by the Contractor using the absolute volume method. The Contractor may use the procedure provided in the ACI Standard 211.1 or Portland Cement Association "Design and Control of Concrete Mixtures", modified to comply with the minimum compressive strength and maximum water/cement ratio specified for the class of concrete. A minimum of 15 business days prior to the start of production of the concrete mixture, the Contractor shall submit test results and/or certifications for all materials and detailed mix design data to the Engineer of Materials for review and approval. The ARDOT Concrete Mix Design Submittal form is available for download on the Materials Division website and shall be used. The Department will assign a Mix Design ID, and it shall be included on the delivery ticket.

ARKANSAS DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL SPECIFICATION
CONCRETE FOR STRUCTURES

The Contractor will submit slump ranges during the mix design process. The Engineer of Materials will determine the allowable tolerances for slump during review of the mix design. The mixed concrete shall have a uniform consistency with a slump, as determined by AASHTO T 119, not exceeding the tolerances as listed on the mix design.

Acceptance of the mix design by the Engineer will be based on apparent conformity to the requirements shown in Table 802-1 and listed herein. If the mix design fails to produce acceptable results or if there is a change in the aggregates, fly ash, or cement being used, a new mix design will be required. It shall remain the Contractor's responsibility during production to produce concrete conforming to the mix design and the minimum acceptance criteria specified. When requested by the Engineer, the Contractor shall submit samples of all materials for verification testing. Production shall not begin until the mix design is accepted by the Engineer.

A mix design submitted for acceptance need not be prepared specifically for this project but may be a previously accepted design that uses the same materials and meets the same design criteria.

Mix designs accepted under this section will become the property of the Department and may be accepted for use on other projects, by other contractors, or by the Department.

In **Table 802-1**, Slump Range for all classes of concrete are hereby deleted.

The first paragraph of **Subsection 802.05(d), Fly Ash**, is hereby deleted and the following substituted therefor:

Fly ash may be used as a partial replacement for Portland or blended cement, not exceeding 25% by weight. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced, in all classes of concrete except Class B. Substitution shall be made at the rate of one pound (kilogram) of fly ash for each pound (kilogram) of cement replaced. The water/cement ratio shall be calculated using the total weight of both cement and fly ash. Fly ash in Class B concrete shall meet the requirements specified in Subsection 802.05(c) and listed herein. Mixtures with fly ash shall meet the same requirements as mixtures without fly ash. Fly ash will not be allowed as a substitute in high early strength mixes. When fly ash is used, the total weight of both cement and fly ash will be used in design calculations.

ARKANSAS DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION

REINFORCING STEEL FOR STRUCTURES

Section 804 of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Subsection 804.02 Materials (b) Wire and Wire Fabric is hereby deleted and the following is substituted therefor:

(b) Wire and Welded Wire Reinforcement. Wire, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For plain wire, Grade 70 shall be furnished unless otherwise specified.

Welded wire reinforcement, when used as reinforcement in concrete, shall conform to the requirements of AASHTO M 336. For welded wire reinforcement, Grade 65 shall be furnished unless otherwise specified. The type of welded wire reinforcement shall be approved by the Engineer.

SP- 2 – CITY OF JONESBORO SPECIAL PROVISIONS

CITY OF JONESBORO

SPECIAL PROVISION

JOB NO. 25782.01

RECYCLED ASPHALT SHINGLES

DESCRIPTION: This specification covers the use of Recycled Asphalt Shingles (RAS) in Asphalt Concrete Hot Mix (ACHM).

MATERIALS: ACHM utilizing RAS shall meet all of the requirements of Sections 404, 409, 410, and 416 and the requirements of Section 405, 406, or 407 for the mixture type specified on the plans. The mix design will follow AASHTO MP 23-14 and AASHTO PP 78-14 except as follows:

- (1) A maximum of three (3) percent RAS by total mix weight will be allowed in any mix design. The amount of RAS will be included in the total Recycled Asphalt Pavement (RAP) percentage if RAP is used.
- (2) Shingle material shall be processed so that 100 percent passes the 3/8" (9.5 mm) sieve and ninety-five (95) percent passes the No. 4 (4.75 mm) sieve.
- (3) Pre-consumer, or manufacturer waste, shingles may be used in mix designs requiring PG 64-22 binder only.
- (4) Post-consumer, or tear-off, shingles may be used in mix designs requiring PG 64-22 binder only.
- (5) Pre- and post-consumer shingles may not be combined in mix designs.
- (6) Tear-off shingles shall be acquired from residential sources only and shall have been produced after 1980. In no case shall a roofing material containing rubber or rubber-like polymer components be used as RAS in asphalt mixes.
- (7) When using tear-off shingles, one stockpile test per lot of mix shall be conducted to confirm the binder content and gradation of the RAS product, and the sample shall be representative of the RAS material entering the production process for the lot tested. Binder content and gradation shall be determined using ARDOT 450 or AASHTO T 308. If AASHTO T 308 is used, the sample size shall be 400 grams, and the sample shall be oven dried to a constant mass (at a temperature not exceeding 140°F) prior to testing. Shingle fibers shall be removed from the extracted sample prior to gradation testing.

**CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN**

**National Pollution Discharge Elimination System
General Permit # ARR150000**

Prepared for:

CITY OF JONESBORO

Date: June 22, 2026

GENERAL INFORMATION:

A Storm Water Pollution Prevention Plan (SWPPP) has been developed by the ARDOT for this construction project in accordance with good engineering practice. Various items constitute the SWPPP for the project and should be provided for persons requesting to view the SWPPP, including:

- a) *The ARDOT Standard Specifications for Highway Construction, 2014 Edition*, (Standard Specifications). The following sections are in reference to water quality or sediment and erosion control: Sections 107, 110, 620, 621, 622, 623, 624, 626, and other sections pertaining to storm water controls.
- b) The Construction Plans contain temporary and permanent erosion controls and permanent storm water management measures.
- c) Contract documents provide the Contractor and ARDOT with additional specifications. These may include Supplemental Specifications and Special Provisions. Parts of the SWPPP that may be in the Contract include this Special Provision, *Storm Water Pollution Prevention Plan*.
- d) Project records including SWPPP inspection reports, the authorized Site Manager daily work report, and various pay quantity documentation, all of which detail the progression of work on the project, when erosion control measures were taken, when the Contractor was given instructions to install or maintain the erosion and sediment control (E&SC) items, and the timing and details of E&SC installation. The Contractor identification form and the Inspector identification form are included as part of the project records.
- e) Construction site posting.
 - i. For large construction sites (all sites five acres or above) – The first page of the *e-Portal* DEQ Notice of Intent (NOI) submission, if ten business days have passed since the NOI was deemed complete, to be replaced by the completed Arkansas Division of Environmental Quality (DEQ) Authorization Letter to Discharge Storm Water when it is sent by DEQ.
 - ii. For small construction sites under five acres (automatic coverage sites) - the completed DEQ Notice of Coverage for small sites from the DEQ website.

PROJECT NAME AND LOCATION:

Job 25782.01 – SOUTH CARAWAY ROAD WIDENING

**CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN**

OPERATOR NAME AND ADDRESS:

City of Jonesboro, AR

Name of City Engineer Craig Light

Address of Engineering Department
300 S Church St.

Jonesboro, AR 72401

Name of City Engineer (Contact Person) Craig Light

Contact Number (870) 932-2438

A. Site Description

- 1) Pre-construction Topographic view: Refer to the plan and profile sheets for topographic and waterbody information.
- 2) Project Description and Intended Use after Notice of Termination (NOT) is filed:
This project includes widening existing road to three-lanes or five-lanes with curb and gutter on South Caraway Rd.
- 3) Sequence of Activities:

The sequence of Major Soil Disturbing Activities is shown below. **Be aware that the sequence below is provided as a general course of action for the progression of construction activities. Actual sequence of construction will be determined by the Contractor's schedule and field conditions.**

- a. Clearing and Grubbing in the Construction Area
- b. Grading of roadbed and side ditches.
- c. Constructing new asphalt roadway structure.
- d. Constructing Portland Cement Concrete Pavement Driveways.
- e. Obliterating existing South Caraway Rd.

4) Total Acres Available: 13.76 Total Disturbed Area: 4.56

(*Note: Any off-site borrow or waste areas are operated by the Contractor, who is responsible for obtaining any required NPDES permits for the sites. The "total acres available" and "total disturbed areas" shown here do not include areas covered under permits obtained by another operator. The Contractor is also responsible for meeting local regulations regarding these sites, including those of a Qualifying Local Program).

CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN

5) Existing Site Information:

a. Runoff Coefficient Based on Attachment C:

Before construction starts, the site has a runoff coefficient of 0.65

After construction is completed, the site will have a runoff coefficient of 0.79

b. Soil Information Falaya, Calloway, and Calhoun Silt Loam

B. Responsible Parties-General Contractors, Inspectors, etc:

Refer to Contractor identification form in Section S and the Inspector identification form in Section T. This information will be completed after the Pre-construction conference.

C. Receiving Waters: (Permit Pg. 3 of Part II)

1) Location of Surface Water on Construction Site:

The following surface waters are located on the construction site. List them by name with Station Numbers.

a. Unnamed Stream STA. 29+39

b. Higginbottom Creek STA. 57+95

c. _____

2) The following bodies of water receive runoff from the construction site:

Name of Operator of Municipal Storm Sewer and/or Receiving Stream: Unnamed
Stream, Higginbottom Creek

Narrative Description of Nearest Water: Unnamed Stream thence to Higginbottom Creek
thence to Ditch No. 1

Name of Ultimate Receiving Water: Saint Francis River

Waterbodies that would require the fifty (50) foot buffer zone are Extraordinary Resource Waters (ERW), Ecologically Sensitive Waterbodies (ESW), Natural and Scenic Waterways (NSW), waterbodies with approved TMDLs, waterbodies on the 303(d) list, and/or other uses at the discretion of the Director of DEQ.

Above categorized waterbodies, if any on project, list both waterbody and qualifier:

N/A

D. TMDL and 303(d) list can be found at:

(<https://www.adeg.state.ar.us/water/planning/integrated/tmdl/>)

- 1) 303(d) Listed Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

**CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN**

Statement 1:

- ☒ Storm water discharges from this site do not enter a waterbody on the list of waters impaired for turbidity or other pollutant which could be impacted by roadway construction on the 303(d) list.

Statement 2:

- _____ Storm water discharges from this construction site enter a waterbody on the list of impaired waterbodies (303d list) for turbidity and/or other pollutant. The SWPPP has been developed with BMPs which are designed to minimize the discharge of these pollutants to the maximum extent practicable. Condition of sediment control BMPs will be monitored during regular inspections to ensure this goal is met.

- 2) TMDL Waters - Select the following appropriate statement utilizing information received from the Environmental Division.

Statement 1:

- ☒ Storm water discharges from this site do not enter a waterbody with an approved TMDL for turbidity or other pollutant which could be impacted by roadway construction.

Statement 2:

- _____ Storm water discharges from this construction site enter a waterbody with an established TMDL allocation for turbidity and/or other pollutant. A TMDL has been written for the waterbody that is applicable to the construction project. The following information documents the construction projects compliance with the TMDL:

- 1.) List TMDL assumptions and allocations: _____

- 2.) List measures taken to ensure that the discharge of pollutants from the site is consistent with the assumptions and allocations of the TMDL. _____

E. Discharges to ERW, NSW, or ESW:

Statement 1:

- ☒ The construction site is not located within a watershed of an ERW, ESW, or NSW.

Statement 2:

- _____ The construction site is located within a watershed of an ERW, ESW, or NSW. Additional BMPs have been considered for implementation in these areas.

**CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN**

F. Watershed of Potential Losing Stream and/or Sensitive Aquatic Species:

Statement 1:

 X The construction site is not located within a watershed of a potential losing stream and or sensitive aquatic species.

Statement 2:

 The construction site is located within a watershed of a potential losing stream and or sensitive aquatic species. Additional BMPs have been considered for implementation in these areas.

G. Attainment of Water Quality Standards after Authorization: (Permit Pg. 4 of Part II)

BMPs have been selected and will be installed and maintained at the construction site to minimize the discharge of pollutants as necessary to meet applicable water quality standards.

H. Site Map: See Attachment A for items to be included. All of these items should be marked on the job plans maintained for the SWPPP.

I. Storm Water Controls

1. Initial Site Stabilization, Erosion, & Sediment Controls: (Permit Pg. 5 of Part II)

Complete descriptions and specifications for control measures may be found in the ARDOT's Standard Specifications for Highway Construction, Supplemental Specifications, Special Provisions, Construction Contract, and Construction Plans. **All controls are designed and installed with the primary goal of retaining sediment on site to the maximum extent practicable.**

Insert a description below of the construction activities that are a part of the initial site disturbance and stabilization, along with the appropriate controls measures and time of installation for that activity. This information should be provided by the Contractor at the Pre-construction meeting.

Be aware that the list is general. Actual timing of erosion control installations will be determined daily based upon the construction activity occurring and actual field conditions.

(Construction Activity/Control/Timing)

- 1) Clearing and Grubbing
Silt fences as shown on plans precede any soil disturbing activities/ongoing inspection And maintenance.
- 2) Roadway subgrade, Ditches, and Cross Drainage Structure
Silt fences, ditch checks, and sediment basins as shown on plans precede any soil disturbing activities/ongoing inspection and maintenance.

CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN

- 3) Obliteration of existing South Caraway Rd.
 Silt fences as shown on plans precede any soil disturbing activities/ongoing inspection and maintenance.

2. Stabilization Practices: (Permit Pg. 6 of Part II)

List of Stabilization Practices to be utilized and scheduling of implementation for that practice:

- ☒ Dust control - wet down dusty areas as needed/ongoing
- Erosion control matting -
- ☒ Geotextiles - As shown on the plans/ongoing
- ☒ Limiting disturbed area - will be limited by Engineer as discussed in Subsection 110.05(d) of Standard Specifications/ongoing
- ☒ Mulches - Immediately after seeding
- Mulch control netting -
- ☒ Off-site tracking controls (Either stabilized exits and/or wheel washing)*
- ☒ Preserving existing vegetation - as shown on the job plans/ongoing
- ☒ Sod stabilization - As shown on the plans/ongoing
- ☒ Temporary and permanent seeding - will be initiated within 14 days of temporarily ceasing construction activity on a portion of the site or immediately initiated where construction activities have permanently ceased.
- ☒ Natural buffer zone – (Will be established along waterbodies with at least 25 feet for any unnamed streams, creeks, rivers, lakes, or other waterbodies and at least 50 feet for an established TMDL waterbody, streams listed on the 303d list, an ERW, ESW, NSW, and any others at the discretion of the Director of DEQ.
- If encroachment is necessary within these required buffer zones, briefly describe the reason why.)
- When encroachment occurs, additional measures will be taken to protect the waterbody, and the contractor will be required to stabilize the disturbed area within the buffer zone within 5 business days of completion of work.
- ☒ Slope Tracking - Ongoing/if needed
- Other -

*Stabilized exits will use either suitable sized rock as directed by the Engineer or manufactured devices designed to minimize the amount of soil being tracked off-site.

**CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN**

all other activities that will generate wastes during the construction phase. (Permit Pg. 8 of Part II)

1) Solid material control, debris, and wastes:

All solid materials discharged to waters of the United States shall be in accordance with Section 110 of the Standard Specifications, the applicable Section 404 Special Provisions in the Job Contract, the plans, and as authorized by a USA Corps of Engineers Section 404 Permit. Litter and construction debris will be prevented from becoming a pollutant source for storm water discharges. Any debris which inadvertently enters a water of the state will be removed daily.

2) Offsite vehicle tracking:

Each vehicle exit from the construction site must either be stabilized or use wheel washing to prevent the tracking of material onto the public roadway. (If sediment escapes the construction site through tracking, it will be removed by sweeping frequently enough to minimize off-site impacts to waterbodies.)

3) Temporary sanitary facilities:

Facilities will be provided and properly maintained by the Contractor in accordance with Subsection 107.06 of the Standard Specifications.

4) Concrete waste area:

Designated concrete washout waste area(s) will be established and utilized to prevent liquid concrete waste from being discharged to a water of the state.

5) Fuel storage, hazardous materials, and truck washing areas:

The following is a list of materials which could be potential sources of pollution in storm water runoff: asphalt materials, concrete, cement, concrete wash water, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, concrete additives, and sewage. Handling of the above materials or other potential pollutants shall be in accordance with Subsection 110.06, Pollutants, of the Standard Specifications.

K. Non-Storm Water Discharges: (Permit Pg. 12 of Part I)

List of Anticipated Allowable Non-Storm Water Discharges*:

- 1) Water used to wash vehicles (where detergents or other chemicals are not used) or control dust in accordance with Part II.A.4.J.2
- 2) Uncontaminated landscape Irrigation
- 3) Uncontaminated pavement wash waters where spills or leaks of toxic or hazardous material have not occurred (unless all spilled material have been removed) and where detergents or other chemicals are not used.

CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
STORM WATER POLLUTION PREVENTION PLAN

- 4) Uncontaminated springs, excavation dewatering, and groundwater (Part I.B.13.C).
If dewatering is necessary and turbidity exists, the discharge will be managed with appropriate devices such as a sediment bag or basin prior to discharge.

*Other Allowable Non-Storm Water Discharges are listed in the Permit Part I.B.10, but there is no reasonable anticipation of these discharges at this time.

L. Post-Construction Storm Water Management: (Permit Pg. 8 of Part II)

Permanent Storm Water Management - List of devices to be utilized for storm water infiltration and management:

☒ Channel linings	☐ Concrete ditch paving
☒ Culverts	☒ Curb and gutter
☐ Detention basins	☒ Drop inlets
☒ Dumped riprap	☐ Floodgates
☐ Gabions	☐ Grassed swale
☒ Inlet & outlet protection	☒ Permanent seeding
☐ Retention pond	☒ Riprap
☒ Solid sodding	☒ Storm sewer
☐ Topsoil replacement	☐ Underdrains
☐ Velocity dissipators	☐ Wetland creation
☐ Other-list _____	

Velocity dissipation devices:

☐ Concrete spillways	☐ Grouted riprap
☒ Permanent seeding & mulch	☐ Underdrains
☒ Solid sodding	☐ Concrete ditch paving
☒ Dumped riprap	☐ Detention basins
☐ Velocity dissipators	☐ Wetland infiltration
☐ Other-list _____	

M. State or Local Programs: (Permit Pg. 8 of Part II)

The Arkansas State Highway Commission and the Arkansas Department of Transportation have the exclusive authority over the state highway system (See Ark. Code Ann. § 27-67-101, et al), therefore no local agencies would have authority or jurisdiction over the lands owned, controlled, and maintained by the ARDOT. The ARDOT will make every effort to address any concerns of local entities concerning storm water discharges from the state highway right of way.

**CITY OF JONESBORO, ARKANSAS
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This authority does not extend to the Contractor's off-site operations. The Contractor is responsible for complying with all State and Local Programs in accordance with Subsection 107.01 of the Standard Specifications.

N. Inspections: (Permit Pg. 8-9 of Part II)

Inspections will be conducted by a qualified inspector at the following frequency:

 X **Every 7 days or**
 Every 14 Days and within 24 hours after a ¼ inch or greater rainfall event.

A report of the inspection will summarize the scope of the inspection, the name of the inspector, the date of inspection, and any damages observed and repairs made to any control measure. Completed inspection forms will be kept with the SWPPP.

The following are the minimum inspection, maintenance, and reporting practices that will be used to maintain erosion and sediment controls at the construction site:

1. Inspection form (Attachment B).
2. All erosion and sediment control measures will be maintained in good working order. If repair is necessary, it will be completed **within three (3) business days of discovery**.
3. All controls will be inspected to ensure that they meet the manufacturer's specifications.
4. Controls will be replaced or modified if periodic inspections reveal the device is not performing as intended.
5. Approximate times of beginning and duration of storm events.
6. Sediment basins and sediment traps will be cleaned out when they reach 50% of the original capacity.
7. A description of any discharges during inspections.
8. Inspections are not required if snow cover exists over the entire site for an extended period of time. If there is any runoff from the site at any time during snow cover, melting conditions would be considered to be existent at the site then inspections would need to be resumed.
9. All site entrances and exits will be checked to ensure no off-site tracking.
10. All components of the SWPPP and inspection reports will be maintained for a minimum of 3 years after permit termination.
11. In addition to inspection, records will be kept of the following:
 - a. Dates when major grading activities occur,
 - b. Dates when construction activities cease in an area, temporarily or permanently,
 - c. Dates when an area is stabilized, temporarily or permanently.

O. Maintenance: All erosion and sediment control measures will be maintained in good working order. If a repair is necessary, it will be completed **within three (3) business days of discovery**. (Permit Pg. 10 of Part II)

However, if conditions do not permit large equipment to be used, a longer time frame is allowed if the condition is thoroughly documented on the inspection form as stated in the Permit Part II.A.4.O.

CITY OF JONESBORO, ARKANSAS
SOUTH CARAWAY ROAD WIDENING
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P. Adverse Weather Conditions: Adverse conditions are those that are dangerous or create inaccessibility for personnel, such as local flooding, high winds, or electrical storms, or situations that otherwise make inspections impractical, such as extended frozen conditions. When adverse weather conditions prevent the inspection of the site, an inspection should be completed as soon as safe and feasible. If adverse weather conditions prevent compliance with the permit, documentation of the beginning and ending date of adverse weather condition should be included. **This information will be documented in the Site Manager Program job records.**

Q. Endangered Species: Endangered species clearance is obtained during the National Environmental Policy Act (NEPA) process for all ARDOT projects and is conducted in accordance with Section 7 of the Endangered Species Act. Further information about this process can be obtained by contacting the ARDOT Environmental Division at (501) 569-2595, or the U.S. Fish and Wildlife Service at (501) 513-4489.

R. Employee Training: ARDOT employees who perform inspections have received formal training in NPDES Storm Water requirements and SWPPP implementation. Training records will be available electronically or will be maintained with the SWPPP after the project commences.

**CITY OF JONESBORO, ARKANSAS
 SOUTH CARAWAY ROAD WIDENING
 STORM WATER POLLUTION PREVENTION PLAN**

S. Contractors: (Permit Pg. 3 of Part II)

All contractors should be identified in the plan. (a page should be included for each subcontractor).

THE CERTIFICATION BELOW SHALL BE COMPLETED AND INCLUDED IN EACH SUBCONTRACT. Copies of these certifications must be inserted at this location.

The Contractor/Subcontractor indicated below shall have responsibility for implementation of the pay items as listed below.

Item	Item

All Contractors operating on the site shall have the responsibility for compliance with Section 110 of the Standard Specifications for their operations, including, but not limited to: Good housekeeping practices, spill prevention, spill reporting and clean-up, and product specific practices such as limiting the discharge of concrete waste water to areas specified in the SWPPP.

Contractor Printed
 Name: _____

Signature: _____ Title: _____

Company Name: _____ Date: _____

Company
 Address: _____

Telephone Number: _____ ARDOT Job: _____

**CITY OF JONESBORO, ARKANSAS
 SOUTH CARAWAY ROAD WIDENING
 STORM WATER POLLUTION PREVENTION PLAN**

T. Inspectors: (Permit Pg. 3 of Part II)

Site inspectors should be identified in the plan.

ARDOT inspectors performing the erosion and sediment control inspection must complete the information below.

Printed Name of ARDOT Inspector	Signature	Contact Number	Date

CITY OF JONESBORO, ARKANSAS
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U. Plan Certification: (Permit Pg. 10 of Part II) (To be completed by a duly authorized representative or the cognizant official.)

"I certify under penalty of law that this document and all attachments such as Inspection Form were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Note: For this permit only, "this document" refers to the Storm Water Pollution Prevention Plan, "attachments" refers to the site map and inspection forms, and "system" is referencing the project site.

Printed Name: Neal Taegtmeyer

Printed Title: Transportation Engineer

Signature: 

Date: 6/22/2026

CITY OF JONESBORO

SPECIAL PROVISION

JOB NO. 25782.01

WARM MIX ASPHALT

DESCRIPTION: The Department will allow the use of Warm Mix Asphalt (WMA). All provisions for the production and placement of conventional HMA mixtures as stipulated in Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition 2014, are applicable except as noted below.

Section 410 Construction Requirements and Acceptance of Asphalt Concrete Plant Mix Courses of the Standard Specifications for Highway Construction, Edition of 2014, is hereby amended as follows:

Section 410.03: Replace the third sentence with "WMA production temperatures at the plant shall be according to the Contractor's approved mix design but may be adjusted based on recommendations of the WMA additive/process manufacturer."

Add the following paragraph: "Implementation of best management practices in the control of aggregate moisture content prior to introduction to the drying or mixing drum is highly recommended in order to achieve the maximum benefit of WMA technology."

Section 410.07: Replace the last sentence of the first paragraph with "Spreading and finishing temperatures shall be according to the Contractor's approved mix design, but in no case shall the WMA be placed at a temperature less than 220° F."



		Budgeted Amount	\$0.00		Opened by Tabulated by		P Cook T Cooper		Bid #: Date:		2026:20 07/15/26	
DIVISIONS/DEPARTEMENT: Engineering			Meadows Contractors		RL Persons Construction		Robertson Contractors		White River Materials			
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
1	1746	202 Removal and Disposal of Curb and Gutter - Lin.Ft.	\$	8.00 \$ 13,968.00	\$	34.75 \$ 60,673.50	\$	17.70 \$ 30,904.20	\$	9.23 \$ 16,115.58	\$	-
2	51	202 Removal and Disposal of Fence - Lin.Ft.	\$	10.00 \$ 510.00	\$	27.75 \$ 1,415.25	\$	23.90 \$ 1,218.90	\$	27.75 \$ 1,415.25	\$	-
3	1489	202 Removal and Disposal of Concrete Driveways - Sq.Yd.	\$	22.00 \$ 32,758.00	\$	36.00 \$ 53,604.00	\$	22.00 \$ 32,758.00	\$	20.53 \$ 30,569.17	\$	-
4	2	202 Removal and Disposal of Junction Boxes - Each	\$	1,550.00 \$ 3,100.00	\$	2,100.00 \$ 4,200.00	\$	1,500.00 \$ 3,000.00	\$	3,389.62 \$ 6,779.24	\$	-
5	7	202 Removal and Disposal of Drop Inlets - Each	\$	1,800.00 \$ 12,600.00	\$	1,415.00 \$ 9,905.00	\$	1,800.00 \$ 12,600.00	\$	2,082.27 \$ 14,575.89	\$	-
6	31	202 Removal and Disposal of Pipe Culverts - Each	\$	1,200.00 \$ 37,200.00	\$	1,435.00 \$ 44,485.00	\$	1,050.00 \$ 32,550.00	\$	1,139.28 \$ 35,317.68	\$	-
7	356	202 Removal and Disposal of Guardrail - Lin.Ft.	\$	10.00 \$ 3,560.00	\$	31.25 \$ 11,125.00	\$	8.75 \$ 3,115.00	\$	12.78 \$ 4,549.68	\$	-
8	1	202 Removal and Disposal of Signs - Each	\$	500.00 \$ 500.00	\$	1,345.00 \$ 1,345.00	\$	500.00 \$ 500.00	\$	701.90 \$ 701.90	\$	-
9	95	206 Flowable Select Material - Cu.Yd.	\$	280.00 \$ 26,600.00	\$	335.00 \$ 31,825.00	\$	260.00 \$ 24,700.00	\$	323.72 \$ 30,753.40	\$	-
10	2822	SS & 210 Unclassified Excavation - Cu.Yd.	\$	32.00 \$ 90,304.00	\$	26.50 \$ 74,783.00	\$	25.00 \$ 70,550.00	\$	73.82 \$ 208,320.04	\$	-
11	12390	210 Compacted Embankment - Cu.Yd.	\$	35.00 \$ 433,650.00	\$	30.50 \$ 377,895.00	\$	43.70 \$ 541,443.00	\$	63.21 \$ 783,171.90	\$	-
12	4484	SS & 303 Aggregate Base Course (Class 7) - Ton	\$	39.00 \$ 174,876.00	\$	41.75 \$ 187,207.00	\$	50.00 \$ 224,200.00	\$	51.80 \$ 232,271.20	\$	-
13	3832	SS & 401 Tack Coat - Gal.	\$	4.00 \$ 15,328.00	\$	6.25 \$ 23,950.00	\$	5.00 \$ 19,160.00	\$	5.00 \$ 19,160.00	\$	-
14	2296	SP, SS, & 406 ACHM Binder Course (PG70-22)(1") - Ton	\$	180.00 \$ 413,280.00	\$	120.00 \$ 275,520.00	\$	95.03 \$ 218,188.88	\$	95.03 \$ 218,188.88	\$	-
15	4124	SP, SS, & 407 ACHM Surface Course (PG70-22)(1/2") - Ton	\$	192.00 \$ 791,808.00	\$	122.00 \$ 503,128.00	\$	97.36 \$ 401,512.64	\$	97.36 \$ 401,512.64	\$	-
16	1603	412 Cold Milling Asphalt Pavement - Sq.Yd.	\$	11.00 \$ 17,633.00	\$	25.00 \$ 40,075.00	\$	20.00 \$ 32,060.00	\$	20.00 \$ 32,060.00	\$	-
17	3044	SS & 505 Portland Cement Concrete Driveway - Sq.Yd.	\$	108.00 \$ 328,752.00	\$	89.70 \$ 273,046.80	\$	155.00 \$ 471,820.00	\$	90.12 \$ 274,325.28	\$	-
18	1	601 Mobilization - Lump Sum	\$	116,000.00 \$ 116,000.00	\$	235,000.00 \$ 235,000.00	\$	270,000.00 \$ 270,000.00	\$	256,001.22 \$ 256,001.22	\$	-
19	1	SS & 603 Maintenance of Traffic - Lump Sum	\$	120,000.00 \$ 120,000.00	\$	250,986.20 \$ 250,986.20	\$	225,000.00 \$ 225,000.00	\$	457,116.04 \$ 457,116.04	\$	-
20	486	SS & 604 Signs - Sq.Ft.	\$	18.00 \$ 8,748.00	\$	15.00 \$ 7,290.00	\$	12.00 \$ 5,832.00	\$	12.00 \$ 5,832.00	\$	-
21	136	SS & 604 Barricades - Lin.Ft.	\$	25.00 \$ 3,400.00	\$	31.00 \$ 4,216.00	\$	15.00 \$ 2,040.00	\$	15.00 \$ 2,040.00	\$	-
22	133	SS & 604 Traffic Drums - Each	\$	65.00 \$ 8,645.00	\$	84.50 \$ 11,238.50	\$	25.00 \$ 3,325.00	\$	25.00 \$ 3,325.00	\$	-
23	176	SS & 604 Traffic Cone - Each	\$	55.00 \$ 9,680.00	\$	41.25 \$ 7,260.00	\$	20.00 \$ 3,520.00	\$	20.00 \$ 3,520.00	\$	-
24	28840	604 Construction Pavement Markings - Lin.Ft.	\$	0.50 \$ 14,420.00	\$	0.40 \$ 11,536.00	\$	0.30 \$ 8,652.00	\$	0.30 \$ 8,652.00	\$	-
25	14000	604 Removal of Construction Pavement Markings - Lin.Ft.	\$	0.30 \$ 4,200.00	\$	0.30 \$ 4,200.00	\$	0.65 \$ 9,100.00	\$	0.65 \$ 9,100.00	\$	-
26	13180	604 Removal of Permanent Pavement Markings - Lin.Ft.	\$	0.30 \$ 3,954.00	\$	0.30 \$ 3,954.00	\$	0.65 \$ 8,567.00	\$	0.65 \$ 8,567.00	\$	-
27	1	604 Removal of Permanent Pavement Markings (Words) - Each	\$	251.00 \$ 251.00	\$	250.00 \$ 250.00	\$	100.00 \$ 100.00	\$	100.00 \$ 100.00	\$	-
28	1	604 Removal of Permanent Pavement Markings (Arrows) - Each	\$	251.00 \$ 251.00	\$	250.00 \$ 250.00	\$	100.00 \$ 100.00	\$	100.00 \$ 100.00	\$	-
29	14	SP, SS, & 604 Portable Changeable Message Sign - Week	\$	314.00 \$ 4,396.00	\$	395.00 \$ 5,530.00	\$	350.00 \$ 4,900.00	\$	350.00 \$ 4,900.00	\$	-
30	73	SS & 604 Vertical Panels - Each	\$	55.00 \$ 4,015.00	\$	91.00 \$ 6,643.00	\$	20.00 \$ 1,460.00	\$	20.00 \$ 1,460.00	\$	-
31	33	SS & 605 Concrete Ditch Paving (Type B) - Sq.Yd.	\$	150.00 \$ 4,950.00	\$	297.00 \$ 9,801.00	\$	225.00 \$ 7,425.00	\$	131.30 \$ 4,332.90	\$	-
32	2063	SS & 606 18" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	78.00 \$ 160,914.00	\$	155.00 \$ 319,765.00	\$	125.00 \$ 257,875.00	\$	106.73 \$ 220,183.99	\$	-
33	645	SS & 606 24" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	103.00 \$ 66,435.00	\$	180.00 \$ 116,100.00	\$	140.00 \$ 90,300.00	\$	154.91 \$ 99,916.95	\$	-
34	751	SS & 606 30" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	137.00 \$ 102,887.00	\$	202.00 \$ 151,702.00	\$	205.00 \$ 153,955.00	\$	193.07 \$ 144,995.57	\$	-
35	50	SS & 606 36" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	204.00 \$ 10,200.00	\$	270.00 \$ 13,500.00	\$	415.00 \$ 20,750.00	\$	350.92 \$ 17,546.00	\$	-
36	437	SS & 606 42" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	212.00 \$ 92,644.00	\$	315.00 \$ 137,655.00	\$	330.00 \$ 144,210.00	\$	411.10 \$ 179,650.70	\$	-
37	391	SS & 606 48" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	226.00 \$ 88,366.00	\$	325.00 \$ 127,075.00	\$	380.00 \$ 148,580.00	\$	469.07 \$ 183,406.37	\$	-
38	299	SS & 606 54" Reinforced Concrete Pipe Culverts (Class III) - Lin.Ft.	\$	284.00 \$ 84,916.00	\$	400.00 \$ 119,600.00	\$	460.00 \$ 137,540.00	\$	545.54 \$ 163,116.46	\$	-
39	14	SS & 606 18" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	1,389.00 \$ 19,446.00	\$	1,475.00 \$ 20,650.00	\$	1,650.00 \$ 23,100.00	\$	1,728.04 \$ 24,192.56	\$	-
40	4	SS & 606 24" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	1,564.00 \$ 6,256.00	\$	1,700.00 \$ 6,800.00	\$	1,800.00 \$ 7,200.00	\$	2,072.51 \$ 8,290.04	\$	-
41	3	SS & 606 30" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	1,877.00 \$ 5,631.00	\$	2,100.00 \$ 6,300.00	\$	2,500.00 \$ 7,500.00	\$	2,513.99 \$ 7,541.97	\$	-
42	1	SS & 606 36" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	2,482.00 \$ 2,482.00	\$	2,600.00 \$ 2,600.00	\$	3,200.00 \$ 3,200.00	\$	3,741.53 \$ 3,741.53	\$	-
43	1	SS & 606 42" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	2,993.00 \$ 2,993.00	\$	3,250.00 \$ 3,250.00	\$	2,950.00 \$ 2,950.00	\$	4,957.44 \$ 4,957.44	\$	-
44	1	SS & 606 48" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	3,802.00 \$ 3,802.00	\$	4,015.00 \$ 4,015.00	\$	4,650.00 \$ 4,650.00	\$	5,611.60 \$ 5,611.60	\$	-
45	1	SS & 606 54" Flared End Sections for Reinforced Concrete Pipe Culverts - Each	\$	4,208.00 \$ 4,208.00	\$	4,275.00 \$ 4,275.00	\$	3,800.00 \$ 3,800.00	\$	6,521.40 \$ 6,521.40	\$	-
46	51	SS & 609 Curb Inlet Type "A" - Each	\$	7,327.00 \$ 373,677.00	\$	7,425.00 \$ 378,675.00	\$	9,500.00 \$ 484,500.00	\$	9,762.15 \$ 497,869.65	\$	-
47	5	SS & 609 Light Duty Junction Box - Each	\$	6,000.00 \$ 30,000.00	\$	5,745.00 \$ 28,725.00	\$	8,700.00 \$ 43,500.00	\$	7,895.56 \$ 39,477.80	\$	-
48	1	SS & 609 Heavy Duty Grate Inlet - Each	\$	10,834.00 \$ 10,834.00	\$	8,250.00 \$ 8,250.00	\$	14,500.00 \$ 14,500.00	\$	14,841.21 \$ 14,841.21	\$	-
49	24	SS & 609 Drop Inlet Extensions (4') - Each	\$	1,800.00 \$ 43,200.00	\$	1,025.00 \$ 24,600.00	\$	2,150.00 \$ 51,600.00	\$	1,819.99 \$ 43,679.76	\$	-
50	1	SS & 609 Light Duty Grate Inlet - Each	\$	4,609.00 \$ 4,609.00	\$	8,250.00 \$ 8,250.00	\$	4,900.00 \$ 4,900.00	\$	6,479.64 \$ 6,479.64	\$	-
51	1	610 Structures Adjusted to Grade - Each	\$	2,500.00 \$ 2,500.00	\$	5,550.00 \$ 5,550.00	\$	6,500.00 \$ 6,500.00	\$	3,033.05 \$ 3,033.05	\$	-
52	2	620 Lime - Ton	\$	220.00 \$ 440.00	\$	155.00 \$ 310.00	\$	125.00 \$ 250.00	\$	150.00 \$ 300.00	\$	-
53	1.16	620 Seeding - Acre	\$	5,014.00 \$ 5,816.24	\$	2,095.00 \$ 2,430.20	\$	1,689.37 \$ 1,959.67	\$	2,250.00 \$ 2,610.00	\$	-
54	3.42	SS & 620 Mulch Cover - Acre	\$	3,761.00 \$ 12,862.62	\$	1,550.00 \$ 5,301.00	\$	1,238.49 \$ 4,235.64	\$	950.00 \$ 3,249.00	\$	-
55	257	620 Water - M.Gal.	\$	19.00 \$ 4,883.00	\$	12.50 \$ 3,212.50	\$	10.00 \$ 2,570.00	\$	5.00 \$ 1,285.00	\$	-
56	2.26	621 Temporary Seeding - Acre	\$	5,014.00 \$ 11,331.64	\$	1,165.00 \$ 2,632.90	\$	938.46 \$ 2,120.92	\$	850.00 \$ 1,921.00	\$	-

57	8180	621 Silt Fence - Lin.Ft.	\$ 7.00	\$ 57,260.00	\$ 4.20	\$ 34,356.00	\$ 3.38	\$ 27,648.40	\$ 3.50	\$ 28,630.00	\$ -	\$ -	\$ -
58	165	621 Sand Bag Ditch Checks - Bag	\$ 16.00	\$ 2,640.00	\$ 14.50	\$ 2,392.50	\$ 11.63	\$ 1,918.95	\$ 12.00	\$ 1,980.00	\$ -	\$ -	\$ -
59	392	621 Sediment Removal and Disposal - Cu.Yd.	\$ 25.00	\$ 9,800.00	\$ 57.55	\$ 22,559.60	\$ 16.53	\$ 6,479.76	\$ 1.39	\$ 544.88	\$ -	\$ -	\$ -
60	2019	SS & 621 Filter Sock (12") - Lin.Ft.	\$ 14.00	\$ 28,266.00	\$ 10.50	\$ 21,199.50	\$ 8.39	\$ 16,939.41	\$ 8.50	\$ 17,161.50	\$ -	\$ -	\$ -
61	7363	624 Solid Sodding - Sq.Yd.	\$ 11.30	\$ 83,201.90	\$ 5.55	\$ 40,864.65	\$ 4.48	\$ 32,986.24	\$ 5.25	\$ 38,655.75	\$ -	\$ -	\$ -
62	7346	SS & 633 Concrete Walks - Sq.Yd.	\$ 90.00	\$ 661,140.00	\$ 60.65	\$ 445,534.90	\$ 90.00	\$ 661,140.00	\$ 73.70	\$ 541,400.20	\$ -	\$ -	\$ -
63	7112	SS & 634 Concrete Combination Curb and Gutter (Type A)(1'6") - Lin.Ft.	\$ 30.00	\$ 213,360.00	\$ 42.00	\$ 298,704.00	\$ 36.85	\$ 262,077.20	\$ 29.76	\$ 211,653.12	\$ -	\$ -	\$ -
64	1	635 Roadway Construction Control - Lump Sum	\$ 55,000.00	\$ 55,000.00	\$ 27,500.00	\$ 27,500.00	\$ 100,000.00	\$ 100,000.00	\$ 236,813.27	\$ 236,813.27	\$ -	\$ -	\$ -
65	19	637 Mailboxes - Each	\$ 75.00	\$ 1,425.00	\$ 186.00	\$ 3,534.00	\$ 50.00	\$ 950.00	\$ 50.00	\$ 950.00	\$ -	\$ -	\$ -
66	19	SS & 637 Mailbox Supports (Single) - Each	\$ 200.00	\$ 3,800.00	\$ 186.00	\$ 3,534.00	\$ 150.00	\$ 2,850.00	\$ 150.00	\$ 2,850.00	\$ -	\$ -	\$ -
67	1	640 Modifying Drop Inlets - Each	\$ 3,500.00	\$ 3,500.00	\$ 2,600.00	\$ 2,600.00	\$ 3,500.00	\$ 3,500.00	\$ 1,867.64	\$ 1,867.64	\$ -	\$ -	\$ -
68	800	719 Thermoplastic Pavement Marking White (6") - Lin.Ft.	\$ 2.60	\$ 2,080.00	\$ 2.50	\$ 2,000.00	\$ 1.07	\$ 856.00	\$ 1.07	\$ 856.00	\$ -	\$ -	\$ -
69	160	719 Thermoplastic Pavement Marking White (12") - Lin.Ft.	\$ 22.60	\$ 3,616.00	\$ 22.50	\$ 3,600.00	\$ 6.50	\$ 1,040.00	\$ 6.50	\$ 1,040.00	\$ -	\$ -	\$ -
70	400	719 Thermoplastic Pavement Marking White (24") - Lin.Ft.	\$ 30.10	\$ 12,040.00	\$ 29.75	\$ 11,900.00	\$ 12.00	\$ 4,800.00	\$ 12.00	\$ 4,800.00	\$ -	\$ -	\$ -
71	8620	719 Thermoplastic Pavement Marking Yellow (6") - Lin.Ft.	\$ 1.90	\$ 16,378.00	\$ 1.90	\$ 16,378.00	\$ 1.07	\$ 9,223.40	\$ 1.07	\$ 9,223.40	\$ -	\$ -	\$ -
72	1	719 Thermoplastic Pavement Marking (Words) - Each	\$ 438.80	\$ 438.80	\$ 435.00	\$ 435.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ -	\$ -	\$ -
73	1	719 Thermoplastic Pavement Marking (Arrows) - Each	\$ 407.40	\$ 407.40	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -
74	140	SS & 726 Standard Sign - Sq.Ft.	\$ 40.00	\$ 5,600.00	\$ 37.15	\$ 5,201.00	\$ 40.00	\$ 5,600.00	\$ 40.00	\$ 5,600.00	\$ -	\$ -	\$ -
75	9	SS & 729 Channel Post Sign Support (Type A) - Each	\$ 100.00	\$ 900.00	\$ 115.00	\$ 1,035.00	\$ 250.00	\$ 2,250.00	\$ 250.00	\$ 2,250.00	\$ -	\$ -	\$ -
76	25	816 Filter Blanket - Sq.Yd.	\$ 11.00	\$ 275.00	\$ 18.50	\$ 462.50	\$ 38.00	\$ 950.00	\$ 8.48	\$ 212.00	\$ -	\$ -	\$ -
77	13	816 Dumped Riprap - Cu.Yd.	\$ 130.00	\$ 1,690.00	\$ 89.00	\$ 1,157.00	\$ 155.00	\$ 2,015.00	\$ 96.74	\$ 1,257.62	\$ -	\$ -	\$ -
78	9.78	SS & 802 Class S Concrete-Roadway - Cu.Yd.	\$ 1,200.00	\$ 11,736.00	\$ 1,325.00	\$ 12,958.50	\$ 2,450.00	\$ 23,961.00	\$ 1,953.01	\$ 19,100.44	\$ -	\$ -	\$ -
79	1560	SS & 804 Reinforcing Steel-Roadway (Grade 60) - Pound	\$ 2.40	\$ 3,744.00	\$ 1.80	\$ 2,808.00	\$ 4.50	\$ 7,020.00	\$ 2.67	\$ 4,165.20	\$ -	\$ -	\$ -
80	160	SS & 619 5' Steel Chain Link Fence - Lin.Ft.	\$ 44.00	\$ 7,040.00	\$ 49.50	\$ 7,920.00	\$ 39.86	\$ 6,377.60		\$ -	\$ -	\$ -	\$ -
81	160	SS & 619 5' Aluminum Chain Link Fence - Lin.Ft.		\$ -		\$ -		\$ -	\$ 65.80	\$ 10,528.00	\$ -	\$ -	\$ -
		Total		\$ 5,036,008.60		\$ 5,002,595.00		\$ 5,473,705.80		\$ 5,901,366.60			
		Deductive Alternate											
1	646	210 Compacted Empankment (Add) - Cu.Yd.	35.00	\$ 22,610.00	35	\$ 22,610.00	43.7	\$ 28,230.20	63.21	\$ 40,833.66	\$ -	\$ -	\$ -
2	-1530	SS & 633 Concrete Walks (Deduct) - Sq.Yd.	90.00	\$ (137,700.00)	55	\$ (84,150.00)	90	\$ (137,700.00)	73.7	\$ (112,761.00)	\$ -	\$ -	\$ -
		Total		\$ (115,090.00)		\$ (61,540.00)		\$ (109,469.80)		\$ (71,927.34)	\$ -	\$ -	\$ -

Bid bond included? Y or N

Yes

Yes

Yes

Yes

Qualifications included? Y or N

Yes

Yes

Yes

Yes